



GENERAL CONDITIONS FOR SUPPLY ALMARAZ TRILLO A.I.E. NUCLEAR POWER PLANTS

*THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION OF
ALMARAZ - TRILLO A.I.E. NUCLEAR POWER PLANTS
ITS CONTENTS MAY NOT BE PASSED ON TO OTHERS OR USED IN ANY OTHER WAY.
OTHER USES DIFFERENT FROM THOSE PREVIOUSLY AUTHORIZED, WITHOUT
WRITTEN CONSENT OF THE OWNER OF THE INFORMATION.*



GENERAL CONDITIONS FOR SUPPLY

INDICE

1. Purpose of this document
2. Scope of application
3. Definitions
4. Bids. Adjudication
5. Contractual Documentation
6. Execution of the Supply
7. Economic conditions
8. Warranties
9. Insurance
10. Assignment and subcontracting
11. Confidential Information,
12. Intellectual and industrial property
13. Processing of personal data
14. Contentious clauses
15. Other clauses

1. PURPOSE OF THE DOCUMENT

This document establishes the general conditions (hereinafter referred to as the "General Conditions") that regulate the relationship between CNAT and the Supplier for the contracting of Supplies.

2 SCOPE OF APPLICATION

2.1. These General Conditions shall apply to all Supply contracts whose characteristics make it advisable from CNAT's point of view and, **therefore, any type of general conditions that the Supplier may have established that may regulate or affect such contracts in any way shall be excluded.**

These General Conditions shall form part of the Contractual Documentation and shall regulate the reciprocal rights and obligations not specifically dealt with in the particular conditions (hereinafter, the "Particular Conditions"), understanding as such those established in the specific section of the body of the Contract or Order that come to collect, for each specific case, the additional conditions, nuances or exceptions to these General Conditions or to other documents included in the Contractual Documentation.

Participation in a bidding process organised by CNAT, by means of the submission of a Bid by the Supplier, shall automatically imply knowledge and acceptance of these General Conditions in the event of being awarded the Contract or Order that is the object of the bidding.

Any exception to any of these General Conditions by the Supplier shall only be valid if, formulated in writing, it has been accepted in the same way by CNAT. Any exceptions agreed by this procedure shall only be applicable to the specific Contract or Order for which they have been agreed, and may not be extended to other past or future Contracts or Orders.

3. DEFINITIONS

CNAT: Means Centrales Nucleares Almaraz-Trillo, AIE. CNAT is the manager, administrator and operator of the following communities of property (which, where appropriate, may benefit from the supply rendered): a) CENTRAL NUCLEAR DE ALMARAZ C.B., with Tax

Identification Code: E28418911; b) CENTRAL NUCLEAR DE TRILLO C.B., with Tax Identification Code: E28800043. CNAT's registered office is in Madrid, Av. Manoteras nº 46 bis, 5º, 28050 and its VAT number is V82483629.

Intellectual and Industrial Property Rights: has the meaning set out in clause 12.1.

Contractual Documentation: This is the set of documents that regulates the relationship between the Parties to a Contract/Order. From the award onwards, it shall consist of the documents indicated in Clause 5.

Technical Specification: Document that describes the technical requirements associated with the provision of the Supply and, if applicable, the procedures for checking these requirements demanded by CNAT, containing for this purpose the plans, diagrams, drawings and precise methods relating to the Supply.

Confidential Information: has the meaning set out in clause 11.1.

Materials: It is understood as such the set of goods, materials, equipment, spare parts, components and repairs or calibrations that, together with what is indicated in Clause 6.1.4, is the object of provision as an obligation of result by the Supplier, with the degree of definition determined by the Contractual Documentation.

Pre-existing Materials: has the meaning set forth in Section 12.2.

Work: It is defined as the set of activities, services and benefits necessary for the implementation or replacement in Plant, either of a system or equipment or of a project undertaken with a view to obtaining, jointly, coordinated and in accordance with current legislation, a solution with individual entity. A Work may include, among others, all or part of the engineering, manufacturing, assembly, testing, system validation or licensing support activities.

Bid: The proposal made by an Offeror in response to a Request for Offers.

Bidder: The natural person or legal entity that submits a Bid.

Disclosing Party: has the meaning set out in clause 11.1. of the Confidentiality Clause.

Receiving Party: has the meaning set out in clause 11.1. of the confidentiality clause.

Order / Contract: Specific contractual document, mutually agreed between the Parties in which the scope of a Supply, Service or Project is detailed and which shall be carried out according to the terms of these General Conditions and by the particular conditions specified therein.

Request for Bids: It is the set of documents indicated in Clause 4.1.1. through which CNAT invites to participate in a restricted and non-public bidding process.

Plant: Means and includes the area of either the Almaraz nuclear power plant (hereinafter the "Almaraz NPP" or "CNA" or "Almaraz NPP") or the Trillo nuclear power plant (hereinafter the "Trillo NPP" or "CNT" or "Trillo NPP"), including the nuclear groups of these plants (hereinafter individually referred to as "Plant") and the adjacent areas necessary and relevant for operation of the Plant. The address of each plant is as follows:

Document for reference use. In case of resolution of discrepancies or interpretation of controversies, the official version in Spanish shall prevail: GE-ESP-010



GENERAL CONDITIONS FOR SUPPLY

Almaraz Nuclear Power Plant. Ctra. N Va, km 197,5, 10396 Almaraz de Tajo - Cáceres. With tax identification number E28418911.

Trillo Nuclear Power Plant. Cerrillo del Alto s/n (access by N 204 road), 19459 Trillo - Guadalajara. With NIF E28800043.

Specifications Documentation: This is the document or set of documents that, where appropriate, shall contain the requirements and demands for the performance of the specific Supply, such as those detailed in Clause 4.1.1.b.

Products : has the meaning set forth in clause 12.2.

Services: Activities to be performed inside or outside the Plant, in order to help and assist in the operation and maintenance of the Plant, and to be rendered by the Supplier to CNAT by virtue of a Contract/Order.

Subcontractor: Person, firm or entity that, in accordance with the provisions of the Contractual Documentation, and having its own productive organisation, with its own material and personal means, and powers to direct them, provides services to the Supplier in relation to the Supply.

Supplier: The natural person or legal entity that, having its own productive organisation, with its own material and personal means and the power to manage them, assumes the obligation to perform the Supply before CNAT, subject to the Contract or Order.

Supply: This is understood as the set of Materials, Works or Services that, together with what is indicated in Clause 6.1.3, is the object of provision as an obligation of result by the Supplier, with the degree of definition determined by the Contractual Documentation.

4. BIDS / AWARD

4.1. Request for Offers

4.1.1 A Request for Bids shall consist of all or part of the following documents to be sent to Bidders:

- a) CNAT's invitation to bid document, indicating the purpose and other conditions considered relevant.
- b) Specifications for the presentation of bids in CNAT which, if applicable, shall contain the particular requirements and demands for the performance of the specific Supply, such as:
 - b.1 Technical Specification.
 - b.2 General Conditions
 - b.3 Requirements to be met by contracting companies in the performance of supplies at the Almaraz Nuclear Power Plant, the Trillo Nuclear Power Plant or the Madrid Headquarters. These shall contain the particular mandatory requirements and demands to be met for performance of the specific Supply, such as quality assurance specifications, environmental conditions, risk prevention and health surveillance, personnel and human resources, radiation protection, fire protection, protection of personal data, training, etc. and any other requirements that might be demanded depending on the characteristics of the Supply (e.g., the Nuclear Safety Council safety guide CSN-10.1 mentioned in Clause 6.5.1.5). Annex 1 includes a list of the Supply Performance Requirements documents.

In the event of contradiction between some of the above-mentioned documents, the document that occupies an earlier place in the above-mentioned list shall prevail.

The foregoing list of documents is enunciative, not exhaustive or limitative, and may modify and include in the same those documents that, prior to contracting the execution of the Supply, are in force in CNAT's organisation.

Discrepancies or doubts of any Bidder as to the true meaning or intent of any part of the contents of the Request for Offers shall be raised in writing prior to the submission of the Offer.

Before contracting the execution of a Supply, CNAT reserves the right to suspend, cancel or modify the scope and conditions associated with the planned Supply if, in its opinion, the surrounding conditions, or the information available, make it reasonably advisable to do so. This shall not mean any type of compensation or indemnification to the possible Bidders.

4.1.2 CNAT reserves the right to make partial awards of the Supply offered provided that the Request for Bids has indicated that the Supply, in view of its characteristics, is awardable in parts or that the Bidder has voluntarily submitted a Bid in such a way that it may be partially accepted.

4.1.3 CNAT reserves the right to reject, without the need for justification, those Offers that in its opinion do not meet the requested conditions.

4.2. Submission of Bids

4.2.1 The Bids (unless otherwise specified) must be submitted as soon as possible and no later than 15 calendar days from the date of issue of the Request for Bids.

4.2.2 The Bids must have a minimum validity period of ninety (90) calendar days from the deadline for submitting them.

4.2.3 When a Bidder expects to be unable to submit its Bid by the required deadline, it shall notify CNAT in writing at least two weeks in advance (each week consisting of seven calendar days), stating the reasons for the delay and the proposed new date for submission of the Bid. CNAT reserves the right to grant the required postponement, replying to said Bidder and informing the rest of the Bidders of the new date established, in the event that it is decided to extend the deadline.

4.2.4 The Bids shall be submitted in Spanish and signed by an authorized person. Only the technical chapter may, eventually, by mutual agreement in accordance with the provisions of Clause 15.4.1, include documentation in English. They shall be sent by each Bidder to the address, fax number, e-mail or by any other means indicated in the Request for Bids.

4.2.5 All the Bids submitted, including all the plans, documentation and any other data, shall become the property of CNAT and shall only be used for the evaluation of the Bid and, if awarded, for the provision and enjoyment of the Supply.

4.2.6 References to clauses introduced in previous bids by the Bidder shall not be admitted in the Bid. The conditions must be explicitly stated in each Bid, even if this implies repetition.

Document for reference use. In case of resolution of discrepancies or interpretation of controversies, the official version in Spanish shall prevail: GE-ESP-010



GENERAL CONDITIONS FOR SUPPLY

4.2.7 When the same Bidder has submitted Bids for different Supplies, he shall draw up each Bid in a separate letter, even if this implies repetition.

4.3. Content of the Offer

4.3.1. The Offer shall include a complete proposal for the performance of the Supply and shall be structured in six parts: a) Letter of presentation of the Offer, b) Technical part, c) Organization/Quality of the Offeror, d) Economic-commercial part both with prices and without prices, e) Operational Experience and f) information on counterfeit, fraudulent and poor quality equipment and spare parts (CFM&PC).

a) **Letter of presentation of the Offer.**

The Offer shall be accompanied by a cover letter that must include the following items:

- Completion of annex 3 of these General Conditions, in which the Bidder shall explicitly state having received from CNAT and sufficiently examined the data and elements of judgement necessary for the formulation of its Offer and performance of the Supply and expressly accepting what is determined in each document received from CNAT.
- Likewise, the Bidder shall state that it is fully aware of all those external conditioning factors and legal limitations or requirements associated with the Supply, the work plan submitted and adapted to the deadlines set by CNAT, as well as those of natural origin and those of the Plant itself (e.g., time slot for the provision of services referred to in Clause 6.2.7, or the areas to be indicated by CNAT referred to in Clause 6.2.11) that may have an influence on the performance of the works, both technically and economically.
- List of the documentation sent by the Bidder.
- Period of validity of the Offer in accordance with the provisions of these General Terms and Conditions.
- Exceptions to the General Conditions and other conditions.

b) **Technical part.**

This section must be opened with the affirmation of knowledge of all the technical aspects of the Request for Offers.

The following sections should be included:

b.1. Acceptance and exceptions to the technical aspects.

The acceptance of the Request for Bids shall be indicated or the exceptions shall be listed with appropriate justification and making reference to the corresponding headings and sections of the Request for Bids.

Without prejudice to the provisions of Clause 4.3.2, technical exceptions not included in this section shall not be taken into account either in the evaluation or in the possible subsequent contracting.

b.2. Scope

It shall include a description and a detailed explanation of the Supplies covered by the Offer. Any extension or variation of the scope requested by CNAT shall be included in point b.3.

It shall also include a planned or estimated manufacturing schedule to be provided, in detail, as set out in clause 6.6.2.3.

b.3. Supply Variants

This section shall include the services that, by exceeding or modifying the scope or specification of the Supply indicated by CNAT in the Request for Bids, constitute an alternative to the base Bid.

b.4. References

The references of the Bidder in Supplies similar to those that are the object of the Bid shall be included in this point.

b.5. Miscellaneous

This section shall include all information related to technical matters that does not fall under any of the points indicated above and that has been expressly mentioned in the Request for Bids or in any other document that is the object of said request.

This item may also include brochures and studies that serve to complete the technical description of the works. Likewise, those forms and standards that the Bidder plans to use in its own organisation shall also be included.

c) **Organization/Quality of the Offeror**

c.1. **Organization:** It shall be stated:

- Site Manager or Coordinator.
- Description of the organization that will be dedicated to:
 - Identification of the Site Manager or Coordinator.
 - Execution of the Supply offered.
 - The functions of monitoring and coordination in the field of occupational risk prevention.
 - Generic composition of the staff that is to carry out the Supply, indicating, as appropriate:
 - Professional level.
 - Previous training.
 - Generic indication of having the Supplier's workers with proven experience in the provision of the Services and Supplies in similar installations.

For this purpose, in addition to that indicated in point c.2, the Bidder shall accredit that it has the appropriate preventive organisation. The persons with specific occupational risk prevention monitoring and control functions (preventive resources, persons in charge of coordinating preventive activities, health and safety coordinator, etc.) shall be able to accredit the training established for this purpose in the applicable legislation.

Likewise, in the event that the work or service to be performed involves the processing of personal data, the Bidder must be



GENERAL CONDITIONS FOR SUPPLY

able to guarantee and accredit to CNAT that it has implemented the security measures and complies with the requirements of the General Personal Data Protection Regulation ("**GDPR**"), the Organic Law on Data Protection and Guarantee of Digital Rights ("**LOPDGDD**") and any implementing regulations (together, the "**Data Protection Regulations**").

- Experience
- Organisation chart of the Service, Work or Project. Declaration of being up to date with the payment of salaries and Social Security obligations.
- In the case of carrying out work in the construction sector, a declaration by the Bidder stating the percentage of workers with an indefinite-term contract.
- In the case of the contracting of construction or civil engineering works, Accreditation of the Bidder of being registered in the Register of Accredited Companies and of having and keeping the Subcontracting Book up to date and in order.

c.2. Training

The Bidder shall also accredit that it has human resources with the necessary training in occupational risk prevention to deal with the risks inherent to the installations and the works to be carried out; they shall also have specific training for all those works in which the legislation in force requires it.

c.3. Security plans and measures.

In accordance with the provisions of the plan for the coordination of business activities in matters of occupational risk prevention, depending on the type of work, the Bidder shall make available to CNAT the safety plans and measures foreseen during the execution of the work in the appropriate format (e.g., information on the specific risks of the activities carried out; accreditation of having carried out the risk assessment; planning of the preventive activity or health and safety plan).

c.4. Accident rate

A report of the Bidder's accident rate in the last three previous years shall be provided as an annex to the Bid, specifying that of the group or section of the Bidder dedicated to the work offered or similar. This report shall be endorsed by the employer's mutual accident insurance company (Employers' Liability Insurance Association) or by the company's own or joint accident prevention service, as the case may be.

c.5. Quality

Information on the provision of a quality system, either based on the requirements of the ISO 9001 standard in force or similar, or, if the Supply is related to safety, based on the requirements of the UNE 73401, KTA-1401, 10CFR50 Ap. B or similar. If the Quality System is accredited by any certification body, a copy of the certificate shall be attached to the quality dossier of the Supply.

Pursuant to Royal Decree 1400/2018 of 23 November, by which approves the regulation on nuclear safety at nuclear installations, the supplier's quality system shall include:

- Written procedures for activities affecting quality.

- Where necessary, measures to identify purchased materials and to preserve the ability to perform its function (storage).
- Quality Records evidencing compliance with the requirements.
- A program of internal audits to verify compliance with quality requirements.

If required, the Bidder shall submit, prior to the provision of the Supply, a quality plan for the execution of the same, detailing how it will comply with the quality requirements indicated.

c.6. Environment

Information on the provision of an environmental system, either based on the requirements of the current ISO 14001 standard or similar. If the environmental management system is accredited by a certification body, indicate: certifying body, standard, certificate number and date of validity of the certificate.

c.7. Protection of personal data. If required, the Bidder shall provide evidence prior to the provision of the service, that it complies with the requirements of the Data Protection Regulations.

d) Economic-commercial part.

This section will be compulsorily opened with the affirmation of having knowledge of all the economic-commercial aspects of the Request for Offers.

It shall be issued in duplicate; one copy with an indication of the prices and another without the prices offered. They must include the following sections:

d.1. Acceptance and exceptions to the economic-commercial aspects

The acceptance of the Request for Bids shall be indicated or the exceptions shall be listed with appropriate justification and making reference to the corresponding headings and sections of the Request for Bids.

Without prejudice to the provisions of Clause 4.3.2, the economic-commercial exceptions not included in this section will not be taken into account either in the evaluation or in the possible subsequent award.

d.2. Prices offered

In any case, the prices offered shall cover all the concepts included in the Request for Bids for the execution of the Supply.

In accordance with Clause 7.1.3, the prices of the Offer shall be considered fixed and non-revisable, except for the provisions of the aforementioned Clause 7.1.3 for Supplies with an interannual execution period or that established in the Particular Conditions in accordance with Clause 7.1.7.

d.2.1 Execution of Works and Services

The valuation of Works and Services offered will be carried out by the lump sum or closed price system, by unit prices or administrative rates, in accordance with that indicated in the Request for Bids.



GENERAL CONDITIONS FOR SUPPLY

Unless expressly stated otherwise, the prices shall be understood to be net for CNAT. If the prices vary according to the quantity to be awarded, this must be expressly stated in the Bid.

d.2.2 Supply of Materials

The valuation of the Supply of Materials shall be made by unit and total prices according to the breakdown requested in the Request for Bids, including an individual valuation of the spare parts. They shall be understood for Material duly packed and prepared for transport in accordance with the delivery conditions, in particular as indicated in Clauses 6.7.3 and 6.7.4. If the prices vary according to the quantity to be awarded, this shall be expressly stated in the Offer, subject to the provisions of Clauses 7.1.3 and 7.1.7.

d.3. Guarantees

The scope and terms of the guarantees proposed by the Supplier shall be fully described, in accordance with the general criteria established by CNAT.

d.4. Prices and budgets of the variants to the Base Offer

It shall include the prices of the modifications to the scope indicated in section b.3 of the technical part.

d.5. Planned billing schedule

As a general rule, unless otherwise indicated, a single payment shall be established upon acceptance of the Supply. However, as particular rules:

- For those Supplies that are not of short duration, a schedule of monthly and cumulative payments shall be drawn up on the basis of the execution programmes developed and on the basis of the assessment of the work carried out, or a schedule of payment milestones for the fulfilment of specific activities.
- If Supplies are ordered on an administrative or unit price basis, they will follow the normal billing process on a concluded month basis.

d.6 Delivery terms and conditions

In those RFQs where documentation is required for approval, the Supplier shall break down the delivery time into two tranches:

- Deadline for submission of documentation for approval, once the Contract/Order has been received,
- Deadline for delivery of the Material or execution of the Works or Services once the previous documentation has been approved (which, where applicable, will be as detailed as specified in the Request for Bids),

In the case of domestic Supplies, the terms of delivery shall be FCA Truck (Incoterms). The Supplies of foreign origin shall be quoted in euros and, alternatively, in foreign currency. In this case, the terms of delivery of the Supply shall be in accordance with section DAP (Plant CNA or CNT) of Incoterms 2020. However, in any case, what is indicated in the Contractual Documentation shall prevail over the Incoterms (in particular, the delivery of Materials shall be at the place indicated in Clause 6.7.1.3. and the Supplier shall comply with the provisions of Clause 9.2).

e) Operational Experience

CNAT shall suitably value those Offers that include an explanatory section on the operating experience corresponding to the Supply offered. In this case, the Supplier must provide all the information available for this purpose.

Operating Experience is considered to be any report, document, opinion and/or news that the Supplier, as manufacturer or as mere supplier of spare parts or components, has in relation to Materials equal or equivalent to those installed in CNAT, whether they refer to operational problems detected, design improvements implemented or maintenance practices.

In particular, the Supplier shall inform CNAT of the Operational Experiences referred to in Clause 6.3.9.

f) Counterfeit and fraudulent equipment and spare parts (NCFSI).

To prevent the supply of counterfeit and fraudulent equipment and spare parts, the Supplier:

- Accredit or certify the origin and authenticity of the products.
- Verify that marks and labels, from regulatory or certifying bodies or entities, are legitimate.
- Provide evidence of following the original manufacturers' recommendations for inspections to authenticate the component or equipment.
- Describe the critical and important characteristics of the components in such a way that the verification upon receipt can be complete.

In general, the Supplier shall inform CNAT of known incidents relating to **NCFSI** components referred to in clause 6.3.10.

The Bidders must adapt to the structure described in the Request for Bids, so that when information appears in a section other than the corresponding section, it shall be considered as not included, unless a specific reference is made to it in the corresponding section.

4.3.3. The Bidder shall verify the content of the documentation of the Request for Bids, pointing out to CNAT any errors or omissions it may appreciate due to its own experience and, consequently, shall propose the modifications it deems necessary for its correct execution.

4.3.4. Any change with respect to what is requested in the Request for Bids must be indicated, expressly and in writing, as an exception or variant.

4.3.5. Under no circumstances will forms setting out the Bidder's standard terms and conditions be accepted as exceptions or variants.

4.3.6. The Bidder shall, as part of its Bid, indicate the works which, subject to the provisions of Clause 10, it proposes to subcontract, as well as the names of the possible Subcontractors; in addition, in the case of construction works, the Bidder shall expressly indicate whether it consents that the Subcontractors with whom it contracts may, in turn, carry out successive subcontracting.



GENERAL CONDITIONS FOR SUPPLY

4.3.7. The clarifications to any of the parts of the Bid documentation requested by CNAT both verbally and in writing shall be answered by the Bidder, always in writing, within a maximum period of five (5) working days, and shall become part of the Bid documentation of said Bidder.

4.4 Award of the Offer

4.4.1 CNAT will select the Bid(s) it deems most suitable.

4.4.2 CNAT reserves the right to reject any part or parts of the Offer and to accept any Offer in part or in whole whenever it deems it in its interest, without the Offeror being entitled to claim as indicated in Clause 4.1.2.

4.4.3 The formalization of the award shall be made by means of the Contract/Order signed by both parties, or by means of the Order signed by CNAT and accepted by the Supplier through its respective representatives. Where deemed necessary by CNAT, the formalization of the award shall be anticipated by means of a letter of intent (hereinafter, the "Letter of Intent").

4.4.4 In the execution of Works or Services, once the Contract/Order has been sent to the selected Bidder, the latter must return a signed copy within a maximum period of fifteen days as proof of conformity with its contents. Once this period has elapsed, CNAT may consider the Contract/Order to have been rejected and (without prejudice to claiming any damages that may be applicable) may (a) award the Supply to any other of the Bidders whose Bid (in accordance with the provisions of Clause 4.2.2) has not yet expired or (b) start a new Request for Bids process if all the Bids have expired.

4.4.5 In the case of Supplies of Materials, once the Contract/Order has been sent to the selected Bidder, the Bidder shall return a signed copy as a sign of acceptance, considering that if within one (1) week from the date of dispatch no express refusal has been received, the Order shall be deemed to be accepted by the Supplier.

5 CONTRACTUAL DOCUMENTATION

The Contractual Documentation governs the relationship between the parties to a Contract / Order and, upon award, shall consist of the following documents:

- The Contract / Order accepted with which the award is formalized.
- Special Conditions.
- The Request for Bids documentation indicated in Clause 4.1.1.
- Offer.

In principle, all the above-mentioned documents will be treated as complementary to each other, so that what is agreed and stipulated in all of them constitutes the content of the award, which will have to be interpreted by integrating all the documents that compose it.

Notwithstanding the above, in the event of contradiction between some of the documents that make up the Contractual Documentation, the document that occupies an earlier place in the aforementioned list shall prevail.

Unless otherwise agreed, the Contractual Documentation shall bind the parties from the day of signature of the Contract/Order by both parties pursuant to Clause 4.4.4 or acceptance of the Order by the Supplier pursuant to Clause 4.4.5.

6 EXECUTION OF THE SUPPLY

The object of the Contract / Order -as well as of the rest of the Contractual Documentation- shall consist of the provision in favour of CNAT of the Supply under certain technical and quality specifications provided by the Supplier in exchange for a certain price and within a delivery period stipulated by the parties here defined.

The Supply, together with its accessories and associated services, shall be carried out as an obligation of result at the sole risk and discretion of the Supplier, the economic result being for its exclusive account, in accordance with the provisions of these General Conditions or, as the case may be, in the Special Conditions.

6.1 Scope

6.1.1 The scope of the Supply comprises the set of Materials, Services or Works specified by CNAT and indicated by the Supplier in its Offer, as well as those that are necessary for its correct and complete operation, as indicated in the Contractual Documentation.

6.1.2 Unless otherwise expressly stated, the Supplier shall supply new Materials.

6.1.3 Also forming part of the Supply are the design, manufacture, tests, trials, painting, protection, appropriate packaging, special tools required, tools and casts, as well as the drawings, reports, instruction and maintenance manuals, procedures, protocols, certificates, dossiers and any other document agreed or that good practice so advises.

6.1.4 Likewise, in the case of repairs/calibrations, it is part of the scope:

- The report of damage and repair/calibration carried out, in which the initial state of the element to be repaired/calibrated and the work carried out for its repair/calibration shall be clearly and concisely described.
- The test/calibration certificate listing and detailing all the checks carried out, after repair/calibration.
- Report recommendations for future servicing, storage conditions (if applicable), proper operating conditions, etc., associated with the repaired item.
- In those cases where this is established, the Supplier shall issue a root cause report of the equipment failure within a maximum period of 15 days from the time the failed equipment is made available.

6.1.5 In the case of repair, if this is affected by a variation in the scope, with respect to that stipulated in the Offer and the Order, which entails an impact on the final price or on its delivery time, the Supplier is obliged to communicate, urgently and in writing, this situation to CNAT. This communication shall reflect the causes that cause this situation, as well as the detail of the economic



GENERAL CONDITIONS FOR SUPPLY

consequences on the scope of the Supply and its new delivery period. CNAT is empowered to send an inspector to the Supplier's facilities in order to carry out the appropriate checks to this effect.

6.2 Organization of the Supplier

6.2.1 The Supplier shall provide the Supply of Works or Services with its own material and human resources, including the managers, supervisors or team leaders, linked to it by employment and, consequently, included within its scope of organisation and management, assuming all the obligations and responsibilities that correspond to it as an employer, especially those deriving from the choice, supervision and management of the work of its own employees.

The personnel assigned by the Supplier to the Works or Services that are contracted do not have, nor shall they have any employment relationship with CNAT.

6.2.2 The Supplier shall select sufficiently qualified personnel to be assigned to the execution of the contracted Works or Services.

6.2.3 The Supplier shall inform CNAT of the person designated to act as the manager or person in charge of the Work or Service, who shall have the required technical qualifications, the only valid interlocutor with CNAT for all purposes related to the execution of the contract, resolution of incidents, etc., and shall comply with the requirements that CNAT may require for this purpose in accordance with the Contractual Documentation or the applicable law. This person shall be the only valid and exclusive interlocution with the person who, for these purposes, is designated by CNAT. The works manager or person in charge shall assume the organisation, management, supervision, monitoring and control of the activity carried out by the Supplier's workers, as well as the necessary coordination deriving from the presence in the work environment of other companies to which he has subcontracted any activity, subject to prior authorisation by CNAT. The person in charge or head of the work or service shall be responsible for its execution under the proper technical and safety conditions, communicating any anomaly or incident that may occur to the representative appointed by CNAT in accordance with the provisions of Clause 6.2.7.

6.2.4 The Supplier shall ensure the adequacy of the means and sufficient qualification and training of the human resources linked to the activity in accordance with the Contractual Documentation or legality and in accordance with the risks inherent to the contracted Works or Services.

The Supplier shall have a continuous maintenance and professional recycling training plan established, considering also the courses for the acquisition of knowledge and aptitude for new professional personnel to be incorporated into the Supply to be rendered to CNAT.

Likewise, the Supplier shall inform CNAT of the hierarchical chain of command established in matters of occupational risk prevention, as well as the person designated as Safety Coordinator, homonym of its CNAT correlative. If the Supplier belongs to the Construction sector, it shall provide CNAT with the Technical Planning and the Safety Plan for the work to be carried out. This same obligation of contribution will be demanded by the Supplier to the Subcontractor with whom it contracts, where applicable, and it will be responsible for the compliance of the aforementioned obligation throughout the

subcontracting chain that is developed in accordance with the legislation in force.

6.2.5 All of the Supplier's employees performing the work shall have the corresponding accreditation as employees of the Supplier and that the Supplier works for CNAT. Likewise, the Supplier shall ensure that they observe proper relations with users, CNAT, official bodies and local authorities in order to preserve CNAT's image. Any significant incident in the relations with the aforementioned groups shall be immediately brought to the attention of CNAT by the site manager, in accordance with the provisions of this clause, section 6.2.3.

6.2.6 At CNAT's request, the Supplier, as the promoter or designer responsible for the Work or Service, shall draw up and sign, by a competent technician, the official approved project, when this is legally required or has been provided for in the Contractual Documentation. CNAT reserves the right to require the Supplier, at the end of the works of an installation, to provide the corresponding certificate of completion of the Works or Service of having carried out the same in accordance with the final project, which shall be signed by the Supplier's competent technician and may be used, where appropriate, to obtain any administrative authorisation such as that for the commissioning of the installation.

6.2.7 For the correct supervision of the Work or Service, CNAT shall appoint a representative in accordance with the previously established conditions, who shall be in charge of communicating any anomalies observed to the manager or head of the work or service representative of the Supplier, who shall also be responsible for the supervision of the contracted work, requesting any information deemed appropriate. Likewise, CNAT's prevention service may supervise the occupational risk prevention aspects derived from the Supplier's work, the supervision and result of which shall be recorded in writing.

The Supplier shall deliver as many documents as may be necessary to accredit compliance with current legislation on risk prevention and health surveillance, data protection, training, radiological protection, safety, environment, etc., guaranteeing, in the event that copies have been delivered, that the original documents and records are filed and kept by the Supplier and made available to CNAT, when necessary.

The Supplier shall coordinate its working hours with the working hours established by CNAT for the contracted Work or Service, in order to ensure that the working hours are suitable to meet the contractually agreed deadlines and dates of execution.

6.2.8 The Supplier shall not be entitled to claim financial compensation in the event that any official provision or collective agreement modifies the working conditions established during the term of the Contract.

6.2.9 Without prejudice to the knowledge that the Supplier must have in order to be able to submit the Offer in accordance with the provisions of Clause 4.3.1, the Supplier shall be responsible for requesting in writing to CNAT and with sufficient time, the information that it considers necessary at any time for the correct performance of the Work or Service within the agreed time and quality.

6.2.10 It is the Supplier's responsibility, and it shall be at its own expense, if applicable, (by paying the corresponding economic fee agreed in this respect in favor of CNAT), the maintenance,



GENERAL CONDITIONS FOR SUPPLY

conservation, handling and transport of the equipment, materials, installations, etc., that are provided or delivered by CNAT for the execution of the Contract, until CNAT receives the Works or Services in which they have been used. For these purposes, the Supplier shall have and use the means of its property necessary and appropriate for this purpose in accordance with the provisions of Clause 6.2.1.

6.2.11 The Supplier shall be obliged to build, provide and maintain at its own expense all the provisional facilities and auxiliary buildings it needs for offices, warehouses, workshops, changing rooms, toilets, in the areas indicated for this purpose by CNAT.

6.2.12 The Supplier shall provide all the equipment (including computer equipment), tools, transport, safety material and other elements suitable or necessary for the proper execution of the Works or Services, specifying the title it holds for the use of the same in the event that it does not own them, without such title affecting the contractual obligation assumed and guaranteeing that the use of such equipment shall not infringe any right of any third party. It shall avoid the introduction of all unnecessary combustible materials into the plant and, where appropriate, shall seek alternatives to the combustible materials habitually used. Likewise, it shall guarantee the adequate training of the personnel who operate it and the proper operation, conservation and maintenance of the equipment, the Supplier being responsible for the damages caused by the improper use or anomalous operation of the same. The Supplier shall keep a record of the control carried out on these means, which may be required by CNAT.

6.2.13 At the total or partial completion of the works, the Supplier shall be responsible for leaving the work area in perfect order and cleanliness, taking special care that both the installations and the accesses to the same are left in the proper safety conditions.

All the elements mentioned in sections 6.2.11 and 6.2.12 shall be removed by the Supplier as soon as possible and, in any case (unless otherwise agreed) at the latest within fifteen (15) days following the provisional acceptance foreseen in Clause 6.7.2.2, restoring the affected land and installations to the situation prior to the commencement of the activity.

If the Supplier does not carry out the provisions of the previous paragraph on time, CNAT (without prejudice to claiming the damages that may be applicable) may do so at its own expense, passing it on to the Supplier.

6.2.14 For the duration of the execution of the Work or Service, the Supplier shall establish the necessary means to guarantee the integrity and safety of the Work or Service, and shall be responsible for all damages that occur to the Work and Service, as well as, if applicable, to the installations, materials and equipment used for the execution of the Work or Service.

6.3 Obligations of the Supplier

6.3.1 The performance of the Work or Service shall include the necessary measures that the Supplier shall adopt for the work at the Plant or at CNAT's headquarters in Madrid, which are applicable to it due to the place of performance of the Work or Service and the nature of the same (see Annex 1 of the requirements for performance of supplies), in order to comply with its obligations regarding the prevention of occupational risks, the environment, personal data protection and other internal requirements applicable to CNAT. It is

the Supplier's responsibility to ensure that this is also respected by the Subcontractors with which, if applicable, the Supplier has subcontracted part of the Work or Service, the Supplier being responsible both for the Subcontractors providing the legally required documents and for ensuring compliance with the rights and obligations of the workers in these matters in accordance with the legislation in force.

The Supplier shall be responsible for the safety conditions during the period of execution of the Work or Service and for compliance with the regulations contained in the applicable legislation and in any case in the plan for the coordination of business activities with regard to the prevention of occupational risks and any other complementary measures that may be necessary for the correct performance of the Work or Service.

Likewise, the Supplier guarantees that it has implemented the technical and organisational security measures derived from the Data Protection Regulations, including the procedures for the management and communication of security breaches to the AEPD (Spanish Agency for Data Protection), as well as to CNAT within 48 hours of becoming aware of the event related to the protection of personal data, and that it has informed the workers carrying out the Work or providing the Service of the transfer of their personal data to CNAT to allow access to the facilities where the Work is being carried out or the Service is being provided for security purposes.

For this purpose, CNAT may require certification stating that the workers performing the Work or providing the Service have been informed and have consented to the transfer of their data to CNAT. CNAT may request copies of the aforementioned authorisations from the Supplier at any time.

6.3.2 The Supplier shall comply with the applicable legal or conventional labor regulations and the provisions on social security and occupational risk prevention with respect to the workers in its charge. CNAT may at any time request from the Supplier, and the Supplier shall deliver to CNAT, copies of the following documents:

- a) Administrative authorisations that enable them to carry out the contracted activity, including registration with the Economic Activities Tax or, where applicable, the receipt for payment of the current annual fee.
- b) Copy of the communications submitted to the labor authority that are legally required (prior notice, notification of opening of the work center).
- c) Social Security registration forms from the workers.
- d) Certificate from the Social Security management entity that they are up to date with their payments, as well as an express declaration that they do not benefit from any deferment agreement for debts with the Social Security. This is without prejudice to the provisions of Article 42 of the Workers' Statute, with respect to the request for negative certification of overdue payments of Social Security due fees.
- e) Liability insurance policies in accordance with the stipulations of Clause 9
- f) Document covering the risks of temporary disability, permanent disability, death and occupational disease.

Document for reference use. In case of resolution of discrepancies or interpretation of controversies, the official version in Spanish shall prevail: GE-ESP-010



GENERAL CONDITIONS FOR SUPPLY

- g) Nominal list of the Supplier's workers who will carry out the Work or provide the Service at CNAT's Plants, with individual specification of the name, surname, professional category, ID card number, Social Security affiliation number, address and type of employment contract that links them to the Supplier, as well as its duration. The company guarantees that it has been authorized by the workers to transfer this data to CNAT.
- h) Certificate of residence and work permit, in the case of services provided by non-residents in the country.
- i) Information on the registrations and cancellations that occur among the workers who carry out the Work or provide the Service (information that the Supplier shall provide without waiting for CNAT to request it, immediately or no later than the following working day).
- j) In the event that for the performance of the work or service it is necessary to send any medical report or radiological dose measurement to CNAT's health monitoring or dosimetry services, the original Assignment Document signed by each worker shall be attached along with the requested documents, in accordance with the model included in the CNAT procedures in force at any given time.
- k) Up to date Social Security, e.g. receipt of contribution liquidation, nominal list of workers, etc...
- l) Copy of the receipts of the salaries of the workers or certificate of payment of the same with signature of the employees accrediting the receipt of the same.
- m) Declaration, where applicable, from the Supplier certifying that its Subcontractors are up to date with their salary, Social Security and occupational risk prevention obligations.
- n) Economic and financial statements.
- o) Documentation required in the plan of coordination of business activities in the prevention of occupational hazards.
- p) Copy of the occupational risk assessment, the Supplier's occupational risk prevention activity planning and the documentation accrediting the chosen preventive modality.
- q) Accreditation that justifies compliance with the obligations in terms of health surveillance of workers.
- r) Accreditation justifying compliance with the obligations regarding the protection of personal data.
- s) Accreditation of the aptitude, training and information received by the personnel in charge of the Supplier in matters of occupational risk prevention to deal with the risks inherent to the installations and the work to be carried out, as well as the specific or generic training for all those jobs in which the legislation in force or CNAT itself requires it.
- t) Accreditation of the delivery of the personal protection equipment to the workers suitable for the correct provision of the Supplies.
- u) Documents accrediting that each Supplier, under the terms set forth in annexes 4 and 5, acknowledges having been informed by CNAT and having delivered the documentation required for the

purposes of the due coordination between concurrent companies in matters of occupational risk prevention.

- v) Any other relevant documentation (e.g., labor, social security or tax documentation, or the documentation in letters "a" through "v" of this Clause 6.3.2 relating to Subcontractors).

Regardless of the above points, the Supplier, three months prior to the expected date of termination of the contract in force for the provision of a specific work or service at CNAT's facilities, so that potential bidding companies may have indicative information, in any case, it shall provide information on the current personnel costs of the group of workers (both of the Supplier and of its Subcontractors) or of those who at that time are carrying out the Work or providing the Service, including the salary costs, those corresponding to Social Security and those attributable to recognised social benefits.

The Supplier warrants that the documents delivered to CNAT shall be true copies of the original documents and records which shall be filed and retained by the Supplier and made available to CNAT as often as CNAT deems reasonably necessary.

Failure to present these documents or the detection of irregularities in them may give rise, until the situation is clarified, to the withholding by CNAT of payments for pending invoicing and, if applicable, to the termination of the Contract by CNAT.

6.3.3 The execution of the Work or Service shall be carried out in strict compliance with environmental legislation, and the Supplier shall adopt the necessary corrective measures to minimise the negative impact on the environment.

6.3.4 When the activities that are the object of the Contract are directly and intimately linked to the electricity supply (which must be expressly stated in the Request for Bids), the Supplier, in recognition of the fact that the aforementioned supply is legally declared as an essential service, undertakes to transmit this peculiarity to all those involved in the execution of the contracted Work or Service, in particular to the trade union representatives of the workers and to its Subcontractors, in order to maximise the necessary professional diligence of all of them, and as far as possible it shall endeavour in special emergency situations to give preference to the requests received from CNAT over those received from other clients.

6.3.5 For the performance of work in areas subject to radiation protection, compliance with the applicable legal provisions shall be obligatory.

The means and equipment required for work to be carried out in the controlled zone and supplied by the Supplier must be free of contamination or, if this is not the case, perfectly documented as regards the levels of surface contamination (fixed and/or detachable) and radiation in contact, and these documents must be in the possession of the CNAT radiation protection department prior to their unpacking and use.

To the extent compatible with the operation of the Plant, CNAT shall, at its own expense, decontaminate the equipment and tools used by the Supplier before they are returned to the Supplier or, if expressly agreed, support the Supplier in their decontamination by the Supplier at the Plant.



GENERAL CONDITIONS FOR SUPPLY

In the event that decontamination to reasonable levels is not possible, the Supplier may choose to carry out, at its own expense, the transfer of the affected material to its own facilities or to remove it as waste. In the latter case CNAT shall take charge of such waste without bearing any additional cost or price.

The Supplier shall notify CNAT at least twenty (20) days in advance of the scheduled date of departure from the Plant of the existence of any package or container containing radioactive substances, tools or equipment, the transport of which is subject to the scope of application of the regulations on the transport of dangerous goods, CNAT shall not accept that the Supplier invoices for it any rental or compensation cost for such equipment, tools or substances, caused by retention due to the competent authorities, at the Plant for the time necessary to comply with the above condition with respect to the aforementioned regulations.

It is expressly forbidden to contract workers, classified as workers professionally exposed to ionising radiation, from temporary employment agencies to carry out activities in controlled and/or monitored areas.

6.3.6 It shall keep documents and records of structures, systems and components (SSC) delivered or provided to CNAT related to nuclear safety or radiation protection.

The documentation and records may be kept permanently, throughout the lifetime of the facility, or non-permanently, for a period of not less than five years.

The conservation criteria and requirements regarding archiving conditions will be those established by the Nuclear Safety Council in Instruction IS-24, which regulates the archiving and retention periods of the documents and records of nuclear facilities.

6.3.7 The Supplier may not offer or provide services to third parties within the Plant without the prior written consent of CNAT.

6.3.8 The Supplier shall be obliged to provide or facilitate the training of the personnel carrying out the Works or providing the Service in accordance with CNAT's training plans.

6.3.9 The Supplier shall expressly and formally inform CNAT of the relevant Operating Experiences that may affect the Supplies that are the object of the scope of the contract, for which purposes the Operating Experience shall be considered to be that indicated in clause 4.3.1.e).

6.3.10 The Supplier shall inform CNAT of known incidents involving counterfeit and fraudulent components or equipment (CFFs).

6.4. Responsibilities

6.4.1 The Supplier is responsible to CNAT for compliance with the legislation in force on labour and social security matters, such commitment extending to all the complementary provisions that may come into force during the execution of the Supply, as well as for compliance with its tax obligations arising from the performance of the Contract or Order, especially with regard to personal income tax.

6.4.2 CNAT shall have no liability whatsoever for the Supplier's failure to comply with such legislation, with the exception of that which certain legal regulations establish in terms of solidarity or subsidiarity; in these cases, when the labor authorities require

payment to CNAT for acts or omissions of the Supplier, the latter shall proceed to charge back to the Supplier what has been paid by CNAT or, if possible, to offset such payments in the pending invoicing.

6.4.3 The Supplier shall be liable (exempting CNAT from claims, of any kind, to which it may give rise) for damage caused to persons, property, or the environment, for negligence in the work and, in general, for any cause attributable to the Supplier, its personnel, its equipment or its possible Subcontractors, and shall repair at its own expense the damage or harm caused to CNAT or to third parties.

Specifically, in accordance with the provisions of the preceding paragraph, the Supplier shall indemnify and hold CNAT harmless from any liability for any claim filed by third parties concerning the imposition of costs, court fees or lawyers' or attorneys' fees for lawsuits directly or indirectly related to the provision of the Supply.

6.4.4 A strike that is deemed to be force majeure as provided in Clause 15.7.1 shall be exculpatory of the Supplier's contractual liabilities.

CNAT (without prejudice to claiming any applicable damages) shall be free to terminate the Contract and contract with a third party for the Supply that is the object of the Contract in accordance with the provisions of Clause 14.3.2.

6.4.5 The Supplier shall be responsible for the transportation of its employees from their usual places of residence to the Plant, as well as for providing sufficient means for the transportation of its personnel within the Plant at any time it may be necessary.

The Supplier shall have means of transport permanently available within the Plant for the evacuation of its personnel in the event of an emergency.

In the organization of this transport, the Supplier shall be responsible for knowing and complying with the rules issued by CNAT regarding access and circulation within the Plant.

The cost of transport is considered to be included in the price rates stipulated in the Contract.

6.4.6 The Supplier shall be responsible for the veracity of the data provided on the training of its personnel and on the legal, labor, social security and occupational risk prevention situation of its employees, and CNAT may require the accreditation of these.

6.5. Quality, Inspections and Tests

Quality management comprises the set of planned and systematic actions to ensure that a given Supply complies with the required conditions.

6.5.1 Quality Management

6.5.1.1 The Supplier shall supervise, guarantee and certify (for the purposes of this Clause 6.5 and Clause 8 of the Guarantees) the proper completion and quality of the Supply performed, to the satisfaction of CNAT, as well as of the materials used in its execution, in accordance with the conditions expressed in the Contractual Documentation, official standards and good professional practice.



GENERAL CONDITIONS FOR SUPPLY

The commissioning certificate alone does not imply the correct execution of the Supply, but it does require compliance with CNAT's quality conditions agreed in the Contractual Documentation.

6.5.1.2 CNAT may require from the Supplier proof of compliance with the contractual specifications of the materials and equipment whose supply by the Supplier is agreed in the Contract Documentation, as well as proof that the Supplier is the owner of the objects and goods transferred, that they are transferred free of encumbrances and that it is authorized to transfer them. CNAT may reject those materials and equipment that are not deemed suitable as agreed, without this being a justification for delay in the Supplier's performance of the work.

6.5.1.3 CNAT shall be entitled, at all times, to be informed of the development of the Supply to be carried out by the Supplier.

6.5.1.4. CNAT's representatives shall have free access to the Supplier's facilities or work centres to verify and accredit compliance with the requirements applicable to the Supply object of the contract, established in the contractual documents, for which reason the Supplier's site manager shall be present and shall provide them with any information they deem reasonably appropriate. The exercise of its right to be informed by CNAT does not release the Supplier from its obligation and responsibility for the correct performance of the works.

6.5.1.5 If the Supply offered implies acting on systems related to Plant safety, the requirements of the Nuclear Safety Council safety guide CSN-10.1 or any of its updates must be complied with, and the Supplier must be approved by CNAT for performance of the Supply.

6.5.1.6 The Supplier shall be responsible for performing on the equipment and materials the required analyses, tests and trials, in its workshops and/or its Subcontractors, according to the Contractual Documentation.

6.5.1.7. In those cases explicitly required by CNAT, the Supplier shall send for CNAT's approval the "Initial Manufacturing Documentation (understood as the "Technical Part" and the part of "Organization/Quality of the Supplier" referred to in Clause 4.3.1, parts "b" and "c"), duly modified if necessary to incorporate the changes -if any- agreed by the parties), sufficiently in advance to allow the correct monitoring of the manufacturing processes that have been established.

6.5.1.8. The final documentation dossier, which shall be paginated and indexed and of a quality that allows perfect legibility and reproduction, must be sent together with the Supply.

6.5.2. Inspections and tests

6.5.2.1 CNAT may inspect the execution of the Works or the provision of the Services at any time, and may carry out this inspection by means of its own personnel or that of the person or entity it designates for this purpose through the works manager appointed by the Supplier.

6.5.2.2 Without prejudice to CNAT's right of inspection, the Supplier is obliged to carry out, by itself and at its own expense, all the agreed tests and trials required in accordance with the administrative or usual rules and regulations in good practice or agreed in the

Contractual Documentation, and must inform CNAT of the results, accredited with the corresponding certificates or protocols.

6.5.2.3 Without prejudice to the above rules, in the Contracts/Orders where it is indicated that they are subject to quality control, tests or trials, these shall be carried out in accordance with the inspection points program approved by CNAT and the Supplier.

6.5.2.4 The performance of inspections, tests or trials, even to the satisfaction of CNAT, shall not imply that CNAT approves that the Supplies of Works or Services comply in all respects with what has been agreed and that they are to be accepted by CNAT, nor shall it exonerate the Supplier from any liability that may correspond to it.

Nor shall any recommendations or observations made by CNAT's engineers or inspectors during the performance of the contract/order or on the occasion of inspections, tests or trials exonerate or mitigate the Supplier from such liability, or excuse the Supplier from complying with all that has been agreed, unless expressly modified in writing by the parties in the Contractual Documentation in accordance with the provisions of Clause 15.8.1.

6.5.2.5 If the result of an inspection or of tests or trials carried out is not satisfactory, or the Work or the Service does not comply with the agreed specifications or the established quality assurance conditions, CNAT may require the Supplier to redo, at its expense, those works that it considers defectively carried out.

6.5.2.6 CNAT shall diligently endeavour to ensure that the inspections, tests or trials carried out do not hinder the normal execution of the Works or Services; but the requirement and the time and conditions for carrying out such inspections, tests or trials may in no case be invoked by the Supplier as a cause or justification for delays, or as an excuse for the waiver of such inspections, tests or trials.

6.5.2.7 CNAT shall proceed to carry out the final inspection and reception of each Work or Service in accordance with the provisions of Clause 6.7.2, drawing up, if appropriate, a record of the result of the inspection, and the Work or Service may not be considered completed until the results have been satisfactory.

If the minutes show any deviation from the contract, the Supplier shall remedy the defects indicated in accordance with the provisions of Clause 6.7.2.

The provisions of the first paragraph of this Clause 6.5.2.7 shall not mean, in any case, that CNAT assumes responsibility for the consequences that may arise from the Supplier's performance of the Work or Service Supplies entrusted.

6.6. Delivery deadlines

The period of time between the date of acceptance of the Contract/Order, Letter of Intent or other agreed milestone, as the case may be, and the Delivery Date shall be deemed to be the delivery period (hereinafter referred to as the "Delivery Period").

The delivery date (hereinafter referred to as the "Delivery Date") is considered to be the date mutually agreed between CNAT and the Supplier to effect delivery of the Supply.

6.6.1 Deadlines for the Execution of Works or Services



GENERAL CONDITIONS FOR SUPPLY

The execution deadlines will be those agreed in the Contractual Documentation.

The partial works agreed in the Contractual Documentation will be executed according to the established schedule, being necessary that the parties agree on the reception of others not programmed.

The Supplier shall proceed with the utmost diligence in the execution of the Works or Services, in accordance with the Contractual Documentation applicable in each case, the Supplier being obliged to comply not only with the completion date fixed in the Contractual Documentation, but also with each and every one of the partial dates that may have been established therein.

The completion date shall not be later than the date required by CNAT in accordance with the Contractual Documentation, unless, due to the characteristics of the Work or the Service, it is not possible for the Supplier to comply with such deadline, in which case it must notify CNAT within two days following the communication of the Order, in which case CNAT (without prejudice to claiming any applicable damages) may (a) accept the date proposed by the Supplier or (b) consider the Order to have been rejected and proceed in accordance with the provisions of Clause 4.4.4.

6.6.2 Material Delivery Times

6.6.2.1 In the event that the Supply is ready for delivery before the Delivery Date, and CNAT does not wish it to be dispatched, the Supplier shall be responsible for storage until the Delivery Date.

6.6.2.2 The partial deliveries agreed in the award shall be made in accordance with the established schedule, and CNAT reserves the right to accept unscheduled early deliveries by the Supplier when it deems it appropriate.

6.6.2.3 In relation to the obligation foreseen in the Supplier's Contractual Documentation to deliver a manufacturing schedule, the Supplier shall update before fifteen (15) calendar days from the beginning of the effectiveness of the Contract (unless the latter establishes another term) said schedule of times of the Supply, which shall also include at least the following activities with their updated dates:

Delivery of drawings, calculations, inspection procedures, instruction books and other documents from the Supplier for CNAT approval.

- Stockpiling of raw materials and subcontracted parts.
- Shop fabrication planning and final testing.
- Transport and deliveries.
- Installation on site.
- Preliminary and provisional acceptance tests on site and final acceptance.
- Sending of the final dossier.

The sequence of deliveries shall bear a logical relationship to an orderly sequence of assembly.

6.7 Conditions of delivery and acceptance.

The delivery conditions shall be those set out in section 4.3.1.d.6, unless otherwise specified in the Particular Conditions.

Acceptance of a Supply shall take place after verification by CNAT of compliance with the agreed contractual, technical, quality, documentary and commercial aspects.

CNAT's acceptance shall not be incompatible with the Supplier's responsibilities set out in the Contractual Documentation, such as those due under the warranty regime.

6.7.1 Materials

6.7.1.1 The Supplier shall be liable for the costs incurred by CNAT if the receipt and/or unloading of the Supply takes place outside the hours established at the corresponding site. If the site is one of CNAT's warehouses, the established timetable is from 8 a.m. to 2 p.m. from Monday to Friday.

6.7.1.2 Title and risk of loss of the Supply shall pass to CNAT on delivery and acceptance of the Supply, unless otherwise provided for in the Contractual Documentation.

6.7.1.3 Delivery shall take place, unless otherwise provided for in the Contractual Documentation, at the time of physical receipt of the Supply at the warehouses of the sites or at CNAT's Madrid offices or at the warehouses of the carrier appointed by CNAT (as appropriate), which receipt shall be accompanied, in order to be valid, by the signature of the delivery or shipping note.

6.7.1.4 Together with the delivery of the Supply, the Supplier shall accompany:

- Two (2) copies of the delivery or shipping note, which shall state, at least:
 - CNAT Contract / Order Number.
 - References assigned by CNAT for the identification of each of the items of the Contract / Order.
 - Number of packages sent, indicating on each package the goods it contains.

The Supplier shall obtain and keep in its possession a copy of the delivery or shipping note signed by the personnel responsible for CNAT's warehouse or by the carrier designated by CNAT, as appropriate in each case.

- Inspection certificate issued by a CNAT inspector, when applicable.
- Maintenance and operation manuals for the equipment and components supplied, which must be written in Spanish.
- Special storage, packaging or handling instructions where necessary, the Supplier being liable for any damage caused to the Supply due to non-compliance with this requirement.
- Any other document associated with the Supply that has been expressly agreed in the Contractual Documentation to be presented at the time of delivery of the same.



GENERAL CONDITIONS FOR SUPPLY

6.7.1.5 If a Supply, or part thereof, cannot be delivered for whatever reason after completion, the Supplier shall store it in accordance with good industrial practice until it can be delivered.

6.7.1.6. All European Union Supplies shall be marked with those indicative marks required by the legislation and standards applicable to them and, in particular, with the EU identity.

6.7.2. Acceptance of the Work or Service

6.7.2.1 On completion of the execution of the Works or the Service, the Supplier shall submit to CNAT a final report on the works, in the form and with the content specified in the Contractual Documentation.

6.7.2.2 Provisional Acceptance: With due notice, the Supplier shall notify CNAT of the completion of the Work or Service, in order to verify whether the technical requirements and the contractual obligations of execution and operation have been met and shall proceed without delay to make the provisional delivery and placing at CNAT's disposal, without prejudice to its right to claim any amounts that may be outstanding.

If the verification carried out is satisfactory, the person in charge of CNAT's demanding unit shall endorse the provisional acceptance document to be issued by the Supplier. Otherwise, CNAT shall record the defects or faults and the deadlines (which shall be those agreed in the Contractual Documentation or, if not expressly provided for, shall in any case be reasonable) in which said defects or faults must be corrected by the Supplier.

Once the established deadlines have elapsed, the corresponding examination and tests shall be carried out. If it is satisfactory, the provisional acceptance document shall be endorsed and if not, CNAT shall again indicate the defects observed, and CNAT may choose between terminating the Contract/Order for non-compliance in accordance with the provisions of Clause 14.3 or granting a new and definitive term to the Supplier for it to correct the corresponding defects or faults.

6.7.2.3 Final Acceptance: At the end of the guarantee period in accordance with the provisions of the first paragraph of Clause 8.2 in conjunction with Clause 8.3, the Supplier shall notify CNAT of the expiry of this period, requesting final acceptance. If the condition of the Works or Services is satisfactory, CNAT shall issue a final acceptance document. Otherwise, the Supplier shall correct the defects observed within the aforementioned period. Once the term has elapsed without having been remedied, CNAT may demand the appropriate compensation for damages, for which it may, where appropriate, execute the guarantees that may have been agreed.

6.7.2.4 The final acceptance of the Works or Services shall terminate the contractual guarantees provided for in the first paragraph of Clause 8.2. in conjunction with Clause 8.3., without prejudice to the provisions of the second paragraph of Clause 8.2. and without prejudice to what is expressly stipulated between the parties, if any, in the final acceptance deed.

6.7.3 Packaging and marking

6.7.3.1 All Materials supplied shall be properly packaged and protected by the Supplier to ensure that they are transported and

handled in perfect condition to the place where delivery is to take place.

6.7.3.2 The packaging and protections shall be made in accordance with the requirements recommended by experience and good practice in use, and shall be suitable for each type of Supply. Likewise, they are to be duly marked, referenced and labelled for correct and easy reception, with at least the following information:

- Buyer: CNAT.
- Supplier: Name or company name and address.
- CNAT Contract/Order Number.
- Net and gross weights.

6.7.3.3 The Supplier shall be liable for damage resulting from defective or unsuitable packaging.

6.7.3.4 In the Particular Conditions of each award, if applicable, the requirements that are demanded in the packaging of the Supply may be specified.

6.7.3.6 The Supplier undertakes to comply with the obligations corresponding to it under the environmental legislation in force, especially with regard to the sending of the safety data sheet in Spanish of the substance or preparation, the correct packaging and labelling of the products supplied, as well as the returnability of the chemical product containers, in those cases in which these products are considered to be a hazardous preparation in accordance with the applicable regulations.

6.7.3.7 The Supplier shall respect the limitations established for the marketing of dangerous substances and preparations in accordance with the applicable regulations.

6.7.4 - Transport

6.7.4.1 Transport shall be carried out in accordance with the Contractual Documentation.

6.7.4.2 If it is at the Supplier's expense, the Supplier shall ensure that this is done in the best possible conditions of safety and speed.

6.7.4.3 If the object of the Contract/Order is the Supply of the products listed below:

- Oils and greases,
- Paints, inks (including toner), varnishes and solvents,
- Chemical products,
- Electric batteries, electrical and electronic devices,
- Computer materials,

In any case, the Supplier undertakes to remove the empty containers corresponding to the Supplies contracted with it when CNAT places them at its disposal for this purpose, the Supplier being fully responsible for compliance with the regulations that, for transport, are mandatory.

Likewise, the Supplier undertakes to remove the waste electrical and electronic equipment replaced by those provided by the Supplier, in accordance with the appropriate management of this waste following the legislation in force.



GENERAL CONDITIONS FOR SUPPLY

6.8. Supplier Code of Ethics

The **Supplier Code of Conduct** document issued by CNAT (DGE-27.02) sets out the values, principles, ethical standards and behavioural guidelines that CNAT suppliers must observe in the performance of their professional activity and therefore in their relations with CNAT.

In any case, by submitting the Offer or accepting the Order by the Supplier, the Supplier expressly accepts the aforementioned "Supplier Code of Conduct", which has been accessed on the CNAT website and forms part of the Supply Performance Requirements in Annex 1 of these General Conditions. It is the responsibility of CNAT's suppliers to take appropriate measures to ensure that the rules and principles contained in the code are communicated to and complied with by their employees and their own supply chains.

Violations of the provisions of the Code of Conduct will be analyzed in accordance with CNAT's internal procedures and applicable legal regulations and may result in legal consequences, including the termination of the contract or contracts signed with CNAT's suppliers that do not comply with the Code of Conduct.

7. ECONOMIC CONDITIONS

7.1. Prices

7.1.1 The prices set in the Contractual Documentation are the consideration for the contracted Supply, including compliance with the applicable requirements, and are therefore considered to be the total and definitive value, except for Value Added Tax (VAT).

The Supplier shall be responsible for the administrative and technical support that it deems necessary, both in terms of personnel and facilities.

The price shall also include the cost of the transport necessary for the execution of the services, machinery, tools mentioned in the last paragraph of Clause 6.4.5 and the assignment to CNAT of the industrial and intellectual property rights and know-how indicated in Clause 12.2.

7.1.2 In the event that CNAT deems it advisable, and so requests through the agreed official channels, to carry out any unit of Work or Service that was not expressly foreseen in the Contract Documentation or that involves some variation on the scope of the Contract, and which price has not been explicitly stated in the price schedule, the Supplier shall agree in writing with CNAT to carry out the new unit of Work or Service, negotiating between the parties (which shall be recorded in writing) the new circumstances and the appropriate price based on the breakdown of other similar units for which there is a unit price. If, due to urgent and objectively reasoned need and if so required by CNAT, the execution of the new Work or Service unit shall not be subject to the moment of the aforementioned agreement on its price, and the Supplier shall commence its execution even prior to said agreement, without prejudice to CNAT's obligation to pay a reasonable price for said new units.

7.1.3 The prices shall be considered fixed and non-revisable. However, for Supplies with an interannual execution period, revision clauses shall be established, provided that they are expressly agreed.

7.1.4 Prices shall be fixed by the methods indicated in Clause 4.3.1.d.5. The Contractual Documentation shall define the method chosen for each specific case.

7.1.5 In the case of execution of Works and Services, the amount of the materials which supply is managed by the Supplier at CNAT's request, shall be increased by a seven percent (7%) surcharge for management costs on the net invoice of the supplying company.

For materials supplied directly by the Supplier or by any company of its group, the seven percent (7%) increase mentioned in the previous paragraph shall not apply.

7.1.6 When, due to the needs of the assigned Services, it becomes necessary to establish lump-sum items or unit prices not foreseen in the conditions for the Request for Bids, without prejudice to the negotiation foreseen in Clause 7.1.2, the Supplier shall be obliged to submit them with the scope, breakdown and definition determined by CNAT.

7.1.7 The Special Conditions shall establish both the period of validity of the prices and the price revision formula from the date determined therein.

7.1.8 The Supplier shall submit to CNAT, when appropriate, a work report for each Work or Service assigned, with the periodicity specified in each case in the Contractual Documentation, indicating the activity carried out, the material means used and the names of the workers assigned, with the necessary observations for its correct definition.

7.2. Invoicing

7.2.1 Upon acceptance, under the terms contained in Clause 6.7.2.3, of the entire Work or Service to CNAT's satisfaction, the Supplier shall submit for acceptance the supporting documentation, under the terms set out in Clause 6.7.2.1, which shall accompany the invoice. The Works or Services shall be invoiced on signing the provisional acceptance document. Notwithstanding the above, partial Work or Service certifications may be issued associated with the fulfilment of the conditions or milestones that may be agreed, in which case an invoice shall be issued for each partial certification.

7.2.2 Invoicing milestones shall be applied in accordance with the provisions of each Contract/Order or, where applicable, the Special Conditions.

7.2.3 The invoice must be sent to the address indicated in the corresponding Contract/Order, with the fiscal data of the entity in each case:

CENTRAL NUCLEAR DE ALMARAZ (CB), N.I.F.: E-28418911.

CENTRAL NUCLEAR DE TRILLO (CB), N.I.F.: E-28800043.

CENTRALES NUCLEARES ALMARAZ TRILLO (AIE), N.I.F.: V-82483629.

In addition, invoices must be free of scratches, amendments and/or illegible characters. Where applicable, the provisions of Clause 7.3.2 shall apply.

7.2.4 Invoices must bear the following information:

- Invoice number and date of issue.

Document for reference use. In case of resolution of discrepancies or interpretation of controversies, the official version in Spanish shall prevail: GE-ESP-010



GENERAL CONDITIONS FOR SUPPLY

- Name of the Supplier, tax identification number, company address and registration number in the commercial register, in the case of a legal entity.
- Name and tax identification number of the entity in each case.
- Contract/Order Reference.
- Number, description, quantity, unit and total price of each item.
- Net invoice amount.
- Applicable VAT and resulting quota.
- Total amount of the invoice.
- Any data that is relevant for the purpose of compliance with mandatory obligations (especially tax).

7.2.5 Unless otherwise agreed, invoicing shall be carried out once only by means of the issuance by the Supplier of a single invoice, within a maximum period of no more than 30 days from the fulfilment of the corresponding contractual milestone which, in any case, shall respect in each case the fiscal invoicing regulations and the regulations on measures to combat late payment.

7.2.6 The Supplier shall not issue an invoice if the Supply to be invoiced has not been delivered or performed, together with the documentation or dossier indicated in the Contract/Order. In this case, CNAT shall proceed to return it to the Supplier.

7.2.7 In the invoices corresponding to the Associated Supervision Services, when applicable, the Supplier shall attach to the same the corresponding certifications of the services rendered, duly certified by CNAT.

7.2.8 Invoices that do not comply with any of the aforementioned requirements, or those that the Supplier issues without the acceptance of the supporting documentation being in its possession, will not be accepted and will be returned. Partial non-fulfilment of any of the obligations established shall be considered as non-fulfilment of the totality. In any case, the parties shall collaborate loyally to resolve any problems that may arise with regard to the invoicing and collection of the services rendered by the Supplier.

7.3 Payments

7.3.1 The provisions of this section 7.3 shall be in accordance with the provisions of the regulations on combating late payment in commercial transactions.

7.3.2 Unless otherwise agreed, the effective date of payment of the invoice shall be 60 calendar days after the date of its registration of receipt at CNAT, which takes place after acceptance in accordance with clause 6.7. These payments shall be made by transfer to a current account for which the Supplier shall have submitted a bank certificate of ownership. In the event that CNAT accepts to make advance payments and so agreed with the Supplier, the latter shall be up to date with all its contractual obligations, applying the discount expressly agreed.

7.3.3 Any corrections to be made to the invoices sent to CNAT shall be made in the next invoice issued after the error has been detected and the modification to be made has been approved.

If there is no subsequent invoice, the Supplier shall issue a credit invoice. As long as this credit invoice has not been issued, payment for the work performed shall not be made.

7.3.4 In the event that, during the execution of the supply, the Supplier should request CNAT to change the bank account to which payments are to be made, the request must be sent to CNAT, attaching a bank certificate of ownership of the new account and a sworn statement from the Supplier that it is not subject to any type of judicial or administrative withholding.

7.3.5 In the event that CNAT finds that the Supplier is in breach of its obligations that may give rise to joint and several, subsidiary or other direct liability against CNAT, regardless of whether or not the Contract/Order is terminated, and as soon as CNAT becomes aware of such circumstances, CNAT may also proceed to withhold all payments pending to be made to the Supplier for any reason, in an amount objectively sufficient to safeguard such liabilities.

This right of retention and payment on behalf of the Supplier shall extend to all damages arising from breach or warranty of the Contract/Order, or to any event for which CNAT may be held liable.

7.3.6 CNAT shall be entitled to withhold and set off any outstanding amounts due to the Supplier, to the extent that the Supplier, in turn, owes CNAT.

The right to withhold and compensate shall be exercisable from the moment that the Supplier (having exhausted the time limits, if any, foreseen for the Supplier to correct performance errors) fails to comply with any of its payment obligations to CNAT, and provided that a reasonable estimate can be made of the amount of the damages deriving from such failure.

7.3.7 The payment of the price does not necessarily imply that CNAT considers that the Supplier has correctly performed the Contract/Order or waives the rights that may correspond to it by virtue of the same against the Supplier, expressly reserving the exercise thereof, without prejudice to the payment made.

7.3.8 The Supplier shall only be entitled to the assignment of its obligations or collection rights with the prior written consent of CNAT.

7.4. Endorsements

7.4.1. Unless otherwise agreed, all advance payments that CNAT makes to the Supplier prior to the completion of the supply as indicated in 6.7, must be covered by a bank guarantee at first or simple request, whose issue, maintenance, cancellation, etc., expenses shall be for the account of the Supplier.

7.4.2 For the application of Clause 7.4.1 above, CNAT and the Supplier shall agree on the moment of constitution of the guarantee and this must be presented under the terms and conditions established, although, in any case, this must be expressly indicated in the text of the bank guarantee:

- Its irrevocable nature, excluding the benefits of division, order or excusion.
- It shall be payable at the simple request of CNAT.
- The guarantor shall be jointly and severally liable with the Supplier in the event of enforcement of the guarantee.



GENERAL CONDITIONS FOR SUPPLY

- The period of validity, in accordance with the agreed period or warranty.

7.4.3 In the case of foreign Supplies, it may also be required that the guarantee be issued or confirmed by a Spanish financial institution acceptable to CNAT prior to the time of delivery.

7.4.4 In addition to the above, CNAT may require bank guarantees for the faithful performance of the contract, or a guarantee to cover the Supplier's obligations provided for in Clause 8.2, which may be substituted by a bank guarantee at first or simple request, the costs of issue, maintenance, cancellation, etc., shall be for the account of the Supplier. The amounts withheld shall be returned at the end of the guarantee period which shall extend for the time stipulated in the Contract and, failing this, for the time stipulated in the first paragraph of Clause 8.2.

7.5. Penalties

In addition to those indicated below, CNAT reserves the right to negotiate and agree in the Contract/Order other types and modalities of penalties, in which case what is expressly stated in the Contractual Documentation shall apply.

However, in addition to the penalties established in this Clause 7.5, if the damages caused to CNAT as a result of the delay can be quantified, CNAT may also cumulatively demand compensation for the damages caused, in accordance with the provisions of Article 1.153 of the Civil Code.

7.5.1 For non-compliance with training, occupational health and safety, radiation protection and data protection requirements.

Non-compliance, at the reasoned discretion of CNAT, with the specifications and standards relating to training, radiation protection and the prevention of occupational hazards, including personal data, may give rise to all or some of the following consequences, specified here from the least to the most serious:

- Verbal or written warning to the Supplier.
- Partial or total stoppage of the work until the deficiencies are rectified and the volume of the assigned Work or Service is reduced.
- Financial penalty for non-compliance with obligations of a social, labour, training, occupational health, risk prevention, safety, radiological protection and data protection nature, the amount of which shall be determined in the Contractual Documentation, and which, in the absence of an express agreement, shall be a minimum amount equal to 5% of the last invoice pending collection and of the following invoices as long as the effective application of corrective measures to prevent its recurrence is not demonstrated, an amount that shall be deductible from the payments pending to the Supplier.
- Termination of the Contract in the event of recidivism or when the rules infringed are particularly serious and application of the corresponding financial penalty, the amount of which shall be determined in the Contractual Documentation and which may be additional to the damages caused.

- Failure to notify CNAT of the existence of the following may also result in a financial penalty as determined in the Contractual Documentation:

- Complaints regarding the work performed, raised by third parties.
- Incidents or accidents of your personnel occurring during the work.
- The incidences or the lack of communication of the same, when these refer to aspects derived from the GDPR and the LOPDGDD (Spanish Organic Law for Personal Data Protection).

7.5.2 For failure to meet deadlines

Deadlines are an essential element of the Contracts/Orders. If the Supplier fails to comply with them, regardless of the possible termination of the Contract, it shall be obliged to pay CNAT, as a penalty for the delay, an amount equal to one and a half percent (1.5%) of the total final price of the Supply, for each week of seven calendar days, or fraction of a week of delay.

In the case of work to be performed during the refuelling outage period, 1.5% will be applied for each day or fraction of a day of delay on the schedule contractually agreed between the supplier and CNAT. The refuelling outage period is understood to be the period that elapses between the Almaraz Nuclear Power Plant or the Trillo Nuclear Power Plant being disconnected from the electrical grid for nuclear fuel exchange work and the performance of other work activities (maintenance, inspections, tests, installation of new equipment, components, replacement of others, etc.) and the new coupling or connection to the grid; this period shall be communicated sufficiently in advance to the Supplier for the scheduling of the Works or Services to be performed during this period.

The amount indicated in the first paragraph of this Clause 7.5.2 shall not exceed fifteen percent (15%) of the total final price of the Work or Service, the total final price being understood to be that of the agreed Supply plus the adjustments due to modifications, extraordinary works, price revision or any other cause.

7.5.3 Settlement of penalties

The amounts of the penalties and indemnities mentioned in this Clause 7.5 will be made effective in accordance with the provisions of Clause 7.3.4 by deducting them from the payment of the invoices that are produced. In any case, the withholding of the guarantee foreseen in Clause 7.3.3 shall be responsible for the effectiveness of the aforementioned.

7.6. Tributes

7.6.1 All taxes, levies, duties, rates and public prices to which the execution of the Contract/Order gives rise shall be for the account and at the expense of the Supplier, except for those that correspond to CNAT in accordance with the law.

In the particular case of Supply of Materials of non-Spanish origin, import taxes, duties, levies, impositions, charges, permits and licences, fees and other charges derived from or related to the Supply that are imposed by any tax administration in Spain or by any subdivision thereof shall be for the account of CNAT. In these



GENERAL CONDITIONS FOR SUPPLY

Supplies, the Supplier shall be responsible for the payment of all taxes, duties, fees and other similar charges derived from or related to the Supply, imposed by any foreign administration or by any non-Spanish administration or fiscal body.

7.6.2 CNAT and the Supplier shall be obliged to cooperate in obtaining any exemptions and other tax benefits that may be applicable in relation to or in connection with the Supply. When, due to lack of diligence or any other cause attributable to the Supplier, CNAT loses the opportunity to enjoy any tax benefit applicable in relation to or on the occasion of the Supply, CNAT may deduct the amount of such benefit from the agreed price.

7.6.3 For the purposes of article 43 of Law 58/2003, of 17 December, General Taxation, the Supplier is obliged to provide CNAT, before starting the execution of the Works and Services, with a certificate stating that the Supplier and/or its Subcontractors (in this case, before the Subcontractors start the part of the execution of the Works and Services that has been subcontracted to them) are up to date with their tax obligations, issued by the Tax Administration according to form 01C or the one that replaces it.

This certificate must be renewed by the Supplier (who, in turn, must ensure that its Subcontractors renew it) every 12 months from the date of issue of the previous certificate.

In general, the Supplier, at CNAT's request, shall make available to CNAT any documentation necessary to accredit compliance with tax regulations, especially in those cases in which CNAT may be jointly or severally liable (before any tax or other authorities), together with the Supplier and/or its Subcontractors.

In the event that on any payment date CNAT does not have the aforementioned tax documentation and certificates of the Supplier and/or Subcontractors, valid and in force on said date, CNAT may suspend said payment, without any claim by the Supplier (who shall be responsible for its Subcontractors in turn waiving, in the event of the situation described herein, any claim or direct action that they may have against CNAT).

7.6.4 For Suppliers not resident in Spain and in order to avoid double taxation, the Supplier must present a valid **original certificate** of residence issued by the tax department of the country of origin.

8. GUARANTEES

The Supplier warrants that the materials and equipment supplied by it are original, authentic, meet the agreed specifications, the required standards and legal requirements, and are fit for the purpose for which they are intended and have not previously been used.

Likewise, it guarantees that the Supply that it renders shall be subject to the specifications and Contractual Documentation required, to the uses and rules of good practice.

8.1. Warranty of ownership. The Supplier warrants:

- a) that all the elements, materials, products, services and installations that are the object of the supply are the property of the Supplier and that they are transferred to CNAT free of encumbrances.

- b) the transfer of the intellectual or industrial property necessary for the correct use of the products and services supplied.

- c) that the transmission of such materials and elements by CNAT to third parties is lawful.

If a breach of these guarantees is proven, the Supplier shall collaborate to the maximum extent possible with CNAT in the defence of the validity of the sale made and, in any case, shall be liable for any damages that may be caused to CNAT under the terms set forth in the Contractual Documentation or, failing this, in the Civil Code.

The Supplier shall indemnify CNAT for all damages, losses and costs arising from any infringement of proprietary rights relating to the subject matter of the supply performed by the Supplier, its employees, assistants or collaborators of any kind. In addition, the Supplier shall indemnify CNAT for all damages and costs and shall defend or, at its option, settle with third parties, against any action brought against CNAT, to the extent that such action is based on the allegation that any element, or intellectual or industrial property rights provided by the Supplier to CNAT breach or infringe any third party rights and, in particular, any industrial or intellectual property rights of third parties.

CNAT shall have the right to appoint the lawyers and solicitors to represent or defend its interests in lawsuits arising in this matter, and the Supplier shall pay all expenses, supplements and fees payable to these professionals.

8.2. Works and Services Execution Guarantee. The Supplier grants a guarantee, against any deficiency observed in the contracted Work or Service, for a minimum period of 36 months from the signing by CNAT of the provisional acceptance certificate of the Work or Service, without prejudice to the guarantee period stipulated in the Contractual Documentation and the provisions in those cases in which by law more extensive guarantee or liability periods are applicable (e.g., in accordance with the provisions of article 1591 of the Civil Code or article 17 of Law 39/1999, of November, of the building ordinance, and in accordance with the provisions of article 1591 of the Civil Code or in article 17 of Law 39/1999, of November, of the building ordinance). e.g. in accordance with the provisions of article 1591 of the Civil Code or article 17 of Law 39/1999, of 5 November, on building regulations or in accordance with any other mandatory legislation) in which the aforementioned guarantee period shall be understood as additional to (not as a substitute for) the legal guarantees.

Within the warranty period (conventional or legal), CNAT shall inform the Supplier of any deficiency observed in any element, work or service, and the Supplier shall proceed to carry out the necessary repairs within the period reasonably determined by CNAT, until the result corresponds to the requirements set forth in the Contractual Documentation.

8.3. Guarantee for Conspicuous Defects. The Supplier guarantees, for a period of coverage of 3 months from the effective delivery of the Supply, that in the event of conspicuous defects being detected, it will allow CNAT to opt, at the Supplier's expense in accordance with Clause 8.11, for the replacement of the Supply or the reduction of the price of the Supply.



GENERAL CONDITIONS FOR SUPPLY

The choice between the aforementioned alternatives and the opportune moment to carry them out will be determined by CNAT after consulting the Supplier.

8.4. Warranty for Hidden Defects. The Supplier warrants, for a period of coverage of three (3) years from the delivery of the affected part or component, that in the event that hidden defects are detected, it will allow CNAT to opt, at the Supplier's expense in accordance with Clause 8.11, for the repair, replacement, adjustment or modification of any part or component.

The choice between the aforementioned alternatives and the opportune moment to carry them out will be determined by CNAT after consultation with the Supplier.

8.5. Guarantee of Functioning and Compliance with Operating Parameters. The Supplier guarantees that the materials that are the object of the Supply are suitable for the specified function.

Pursuant to the said guarantee, unless otherwise agreed, the Supplier shall be liable for the Supply for a period of 36 months from the date of acceptance of the said Supply.

If CNAT determines after the tests at the Plant that the Supply does not achieve the contractually required performance, it may demand the replacement of the same in accordance with the provisions of Clause 8.3.

8.6. Design Guarantee. In addition, and in the cases in which this is established in the Contractual Documentation, the Supplier shall undertake to deliver a design guarantee for the period of time established.

8.7. Claims. The warranties in Clauses 8.1 to 8.7 above shall apply to defects that arise during the periods indicated, even if the corresponding claim is made after these periods have elapsed.

8.8. Solution. Once CNAT notifies the Supplier of the existence of anomalies, deficiencies or defects observed, the Supplier shall proceed to carry out at its expense the repair, replacement, adjustment or modification required to comply with the warranty (including all disassembly, supply, installation and testing work that may be necessary). The choice between the aforementioned alternatives and the timing thereof shall be determined by CNAT after discussion with the Supplier.

If the Supplier fails to carry out the required correction within a reasonable period of time, in accordance with the date indicated in each case by CNAT, the latter shall be authorized, after informing the Supplier, to carry out the repair itself or by commissioning third parties, with all costs incurred being for the Supplier's account. The Supplier shall also be obliged to compensate CNAT for all damages caused to CNAT as a result of breaches of its obligations.

8.9. Warranty of reconditioned elements. If, during the warranty period, deficiencies occur that must be remedied by the Supplier, the time spent in the repair, replacement of elements or new work shall not be counted within the established warranty period. The part of the equipment, materials, works or services that have been subject to repair, replacement, adjustment or modification under the guarantee, shall be guaranteed again for a period equal to that originally established as from the acceptance by CNAT of such

repair, replacement, adjustment or modification for the whole of the Work or Service.

8.10. Conditions for the application of the Guarantee. Each of the guarantees mentioned in this Clause shall be conditional upon proper receipt, handling, storage and installation of the object of the supply, when these activities were not the responsibility of the Supplier, and upon the following three conditions being met:

- That the items have been operated and/or maintained by CNAT in a normal and proper manner under competent supervision.
- That the elements have not suffered, once delivered to CNAT, accidents not due to improper use.
- That CNAT has used the elements supplied in a reasonable manner given their function or within the limits established in the Contractual Documentation.

8.11. Guarantees of security. In order to respond to the necessary fulfilment of all the guarantees given by the Supplier to CNAT, the amounts withheld, if any, or the agreed bank guarantee, as set out in Clause 8.4 of these General Conditions, may be applied for this purpose.

9 INSURANCE

9.1. Each of the parties shall obtain and maintain, during the term of the Contract, the insurances required by the applicable laws, plus those that may additionally be required in the Contractual Documentation, in particular those set out in these General Conditions.

9.2. Until the moment of delivery and assumption of the risk of loss of Materials or of the final acceptance of the Works or Services by CNAT, the Supplier shall be solely liable for the damages that, from any cause whatsoever, whatever their origin, occur to the Supplies. The Supplier shall establish the necessary coverage by taking out the corresponding insurance.

The Supplier undertakes to repair the damages and to answer for those that are not guaranteed in the insurance policies, in order to carry out the Supply in accordance with the obligations and responsibilities assumed in the Contract. The existence of insurance policies shall not exempt or limit the Supplier's obligations and liabilities arising from the Contract.

9.3. The Supplier shall bear at its own expense all the damages for which it is responsible, produced in the development of the supply object of the Contract, whatever their nature and volume, with the exception of those covered by the policy or policies contracted by CNAT in which the Supplier appears as insured, which shall be borne by said Supplier in the amount of the excesses established in the same.

9.4. The Supplier shall take out the following insurances at its own expense:

- General **liability insurance** for its activity in the Plant for damages to third parties and consequential damages including liability for bodily injury, damage to property, products, post-work, sudden and accidental contamination, as well as damage to third party goods in its possession or custody and operations carried out, employer's liability and legal liability with a minimum



GENERAL CONDITIONS FOR SUPPLY

insured sum of 2,000,000.00 EUROS. This indemnity limit may be adapted (upon reasoned request by the Supplier to CNAT, and always subject to CNAT's acceptance) to the contracts according to their relevance and amount.

- /Unlimited third party liability insurance by means of **compulsory and voluntary insurance for own vehicles** or vehicles contracted to third parties as provided for in Clause 9.5.
- **Transport Insurance** by sea, land and/or air with coverage from the supplier's facilities and during the entire transit process to the place of execution of the Works or Services or the place of delivery of the Materials, including loading, unloading and intermediate transport operations, with a limit of indemnity per trip of not less than the maximum value of the goods transported in one trip, to cover the risks of breakage, loss or damage of any nature to the Supplies covered by the Contract during their handling and transport to the place of execution or the place of delivery.
- **Insurance for damage to construction equipment and machinery** rented, leased or owned by the Supplier, with a limit of not less than its replacement value as new. In the event of loss, and regardless of the cause (unless caused by CNAT's willful misconduct or gross negligence), the Supplier expressly waives its right of recourse against CNAT for any damage or loss suffered by such property and undertakes to notify its insurance companies in writing of such waiver of recourse.
- **Insurance covering the supplementary social security benefits provided for in the collective agreement.**
- **Work accident insurance and social insurance** for all its workers assigned to the work in accordance with the legislation in force.
- **Liability insurance** to cover possible penalties arising from failure to notify the Personal Data Protection Agency of security breaches occurring in relation to personal data and others relating to compliance with data protection regulations.
- **Any other insurance required by the legal provisions applicable** to the work and services performed by the Supplier in relation to the Almaraz Nuclear Power Plant and/or the Trillo Nuclear Power Plant, such as the ten-year civil liability insurance to cover construction defects.

Pursuant to the provisions of Clause 6.3.2, the Supplier shall prove compliance with Spanish regulations on occupational accident insurance by providing an insurance certificate or similar document as proof of such coverage.

The Supplier shall keep the aforementioned policies in force from the same day of the acceptance of the first Order that originates the provision of the Supply until the delivery and assumption of the risk of loss of Materials or until the definitive acceptance certificate of the Works or Services is issued.

Notwithstanding the foregoing, the Supplier may take out such supplementary insurance as it deems necessary for the full coverage of its liabilities under the Contract.

9.5 The mechanically propelled vehicles shall be compulsorily insured by a mandatory and voluntary civil liability insurance policy for the damages that the vehicles used by the Supplier may cause to CNAT or to third parties during their stay at CNAT's facilities.

9.6 In accordance with the provisions of Clause 6.3.2, the Supplier shall send CNAT, at CNAT's request, a copy of the contracted policies, and any modification, renewal or cancellation of the same that it has established in accordance with the Contractual Documentation, as well as the receipts justifying the payment of the premiums.

All insurance policies taken out by the Supplier in connection with the Contract shall include:

- a) The stipulation that the insurance company, before proceeding to the cancellation or alteration of the insurance conditions, shall notify CNAT in writing, thirty days in advance.
- b) The waiver of subrogation rights of the insurance companies against CNAT, or its partners in respect of each insurance policy.

Pursuant to the provisions of Clause 6.3.2, if requested by CNAT, the Supplier shall allow CNAT to examine the original policies, or shall provide CNAT with copies of such policies certified by the insurance company, if so required by CNAT.

Failure by the Supplier to comply with the conditions and procedures relating to insurance underwritten by CNAT shall be considered a serious breach that may result in the termination of the Contract. CNAT shall inform the Supplier of such procedures.

9.7 The Supplier shall, at its sole responsibility, require Subcontractors to maintain the same liability and insurance policy required of the Supplier. This shall not relieve the Supplier of its liability to CNAT.

9.8 In the event of an accident or claim, understood in its broadest sense, and without prejudice to the occupational risk prevention regulations in force and the conditions deriving from the policies taken out by CNAT, the Supplier shall immediately notify CNAT of the area where the accident has occurred, whatever its nature and scope, as well as a copy to the competent Labour Authorities, when required, of both the Accident Investigation Report and the claim notification.

Similarly, the supplier shall inform CNAT, within 48 hours of becoming aware of the event, of any breach of security that has occurred in terms of personal data protection.

Failure by the Supplier to comply with this point shall mean that the Supplier shall assume any liability or claim against CNAT in the event that the insurance companies deny, in whole or in part, the payment of the claim as a consequence of the delay in notifying the Supplier of the claim.

9.9 CNAT has taken out the following policies, among others:

- **Civil Liability Policy for nuclear damage.**



GENERAL CONDITIONS FOR SUPPLY

- **Conventional Liability Policy.**
- **All Risk Damage Policy for Nuclear Installations.**

10 **ASSIGNMENT AND SUBCONTRACTING**

The Supplier may not assign its rights and obligations deriving from the provision of the Supply in whole or in part, nor subcontract its performance or execution, without prior and express written authorisation from CNAT.

To this end, the Supplier shall inform of the works it intends to subcontract with an indication of the proposed Subcontractors. Annex 2 includes an application form for authorisation to subcontract Supplies, to which documentation must be attached to prove that the subcontractor is up to date with the payment of its labour, social and tax obligations, and that it has implemented the security measures required by the Data Protection Regulations, in the event that personal data belonging to CNAT are to be handled and, where appropriate, documentation accrediting the qualification of the subcontractor and a description of the activities to be subcontracted and their relation to Nuclear Safety and Radiation Protection, with mention of whether the activities are performed using the procedures of the Owner, the main contractor or the subcontractor.. Likewise, they shall indicate, where applicable, the adherence of the subcontractor to the Quality Plan of the main contractor.

All subcontractors performing any activity for the scope of the awarded supply shall have been expressly evaluated and accepted by the Supplier. In addition to the provisions of Annex 2, in any case, if the supply is safety related, the Supplier shall inform CNAT in particular about the detailed scope of the activities to be subcontracted.

If any of the circumstances foreseen in letter a) of Clause 14.3.3 below should occur, the Supplier shall duly notify CNAT, and CNAT reserves the right to terminate the Contract under the terms foreseen in Clause 13.3.

In the event that CNAT's authorisation to subcontract is granted, this does not imply the creation of any contractual link or relationship between CNAT and the Subcontractor and does not release the Supplier from the obligation to monitor the activity of the Subcontractor, nor from the obligation to be liable for the Subcontractor's performance and compliance with the Contract in its entirety. For the services subcontracted with the authorisation of CNAT, the Supplier shall be obliged to communicate and enforce to its Subcontractors CNAT's instructions on the processing of personal data referred to in the following paragraphs and, in general, the requirements and conditions set forth in the Contractual Documentation, insofar as they are applicable to them.

As indicated above, CNAT shall not maintain any contractual relationship with the authorized Subcontractors. The Supplier is obliged to inform them of the terms and conditions of the Contract and to send CNAT, if requested by CNAT, a copy of the contracts between the Supplier and each Subcontractor in which this is stated.

The processing of personal data by the Subcontractor shall comply with CNAT's instructions established in this document.

The Subcontractor shall likewise be required to comply with the provisions of the standards on the operational protection of off-site workers with the risk of exposure to ionising radiations due to intervention in a controlled zone, and with the corresponding registration with the Nuclear Safety Council, or any other that might replace or complement them.

In the case of a foreign Subcontractor, where applicable, it will have to accredit in a reliable manner that the personnel that travels to Spanish territory meets all the requirements established by Spanish legislation in labour and Social Security matters, being at its own expense all the necessary permits for the execution of services in Spanish territory.

Without prejudice to the foregoing, CNAT may at any time inspect and monitor the Subcontractor's work and compliance with its obligations and the Subcontractor is obliged to provide all the cooperation that may be necessary for this purpose (documentation, reports, free access to its facilities, etc.). The Supplier shall include in each of its contracts with the Subcontractors the obligation of each Subcontractor to cooperate with CNAT in order to favour the work of supervision and coordination of CNAT's activity, including its obligations with respect to the Data Protection Regulations, in accordance with the provisions of Clause 12.

CNAT, before making the payment corresponding to the invoicing of the Work or Service rendered, may require the Supplier to comply with its contractual obligations with the Subcontractors, in order to make, or not, the withholding that may be appropriate in the event of non-compliance.

The Supplier shall be liable to CNAT, and shall have to justify, at the latter's request, compliance with the labour, social, tax and any other obligations relating to the Subcontractors' personnel, especially those provided for in Clause 6.3.2.

The Supplier shall be solely liable to CNAT for the entire scope of the Supply, (especially in those cases in which CNAT may be jointly or severally liable - before any tax or other authorities - together with the Supplier and/or its employees, suppliers or subcontractors) independently of the liabilities that it may demand from its suppliers or subcontractors.

11 **CONFIDENTIAL INFORMATION**

11.1. Purpose

For all purposes, "**Confidential Information**" shall be deemed to be all documentation and information (of an economic, financial, technical, commercial, strategic or any other type) that may be disclosed orally, in writing or by any other tangible or intangible means or medium currently known or that may be made possible by the state of the art in the future, which at any time is provided by one of the parties (the "**Disclosing Party**"), directly or indirectly, whether before or after the signature of these General Conditions, to the other Party (the "**Receiving Party**") or to any natural or legal person acting in its name or on its behalf, on the occasion of the Contract or Order for the Supply that CNAT and the Supplier may sign and/or of the negotiations that the Parties have been holding for the conclusion and subscription of the Order or Contract and of these General Conditions.



GENERAL CONDITIONS FOR SUPPLY

Confidential Information may consist of, but is not limited to, product and device features and designs, commercial presentations, photos, reports, studies, analyses, letters, faxes, e-mail content or other graphic or written material or information relating to the technology used or marketed by the Disclosing Party. In addition, and in particular, any documentation and information shall be deemed to be Confidential Information that is: (i) marked or identified as such; (ii) identified by the Disclosing Party or its personnel, in any case in written form as Confidential Information; (iii) having commercial value; or (iv) not generally known in the market or industry.

The obligation of confidentiality shall not apply to documentation and information in respect of which the Receiving Party can demonstrate that: (i) that it was in the public domain at the time of its disclosure by the Disclosing Party; (ii) that, having been disclosed to the Receiving Party, it was published or otherwise became publicly available or accessible, otherwise than by reason of a breach by the Receiving Party of its confidentiality obligations under this clause; (iii) that the Receiving Party has obtained the Disclosing Party's prior written authorisation to disclose or communicate the Confidential Information; (iv) that its disclosure has been expressly required to the Receiving Party by any competent authority legally authorized to require such disclosure; or (v) in the case of information provided by the Supplier to CNAT, when the intellectual and industrial property rights or other rights over this information and documentation are subject to the assignment and license regulated by the following intellectual and industrial property clause.

11.2. Obligations of the Supplier relating to Confidential Information

By virtue of these General Conditions or of the Contract and/or Order for the Supply that CNAT and the Supplier, as the case may be, enter into, the Supplier, when it is the Party Receiving the Confidential Information, commits to:

- (i) To treat, preserve and maintain the Confidential Information as confidential at all times, undertaking not to disclose or divulge it, either directly or indirectly, in any form whatsoever to any third party, whether natural or legal person, without prior written authorisation from CNAT. For these purposes, it shall be understood that the risk of theft, loss or misplacement of the Confidential Information is assumed by the Supplier, in such a way that the fact that the receipt of the Confidential Information by third parties is due to any of the above causes shall be understood as a breach of these General Conditions or of the Contract or Order for the Supply attributable to the Supplier;

- (ii) Not to use the Confidential Information for any other purpose (including, without limitation, any commercial or competitive purpose), other than those directly related to the development, provision and execution of these General Conditions or of the Contract and/or Order for the Supply and the negotiations for the conclusion and subscription of the said Contract or Order, as the case may be.
- (iii) To keep the Confidential Information as well as any copies that may have been extracted from it in the strictest confidence and in a safe place, in order to prevent access to it by unauthorized third parties; and not to disclose, provide or authorize any publicity or advertisement, by its own means or through any media, without the prior written authorisation of CNAT.
- (iv) Not to disclose to third parties (whether its partners, subsidiaries, or any other company belonging to its group of companies - as such term is defined in article 42 of the Commercial Code - representatives, employees or external legal, financial or any other type of advisors) the Confidential Information, except insofar as this is necessary and expressly authorised by CNAT for the execution of these General Conditions or of the Contract or Order for the Supply that CNAT and the Supplier may enter into, as the case may be.
- (v) Immediately inform CNAT, should it come to its knowledge, that the Confidential Information or any data related to it has come to the knowledge of unauthorized third parties.
- (vi) When the Confidential Information is no longer necessary for the development, provision or execution of these General Conditions or of the Contract or Order that CNAT and the Supplier enter into, upon termination of the contractual relationship with CNAT for any reason, or when expressly required by CNAT, return or destroy, at CNAT's option and in accordance with CNAT's instructions, within the term indicated, all documentary supports, including computer supports containing Confidential Information, without keeping any copies; as well as any compilations, notes, studies, memoranda and documents of any kind, as well as data of any kind entered on any support or device, which have been prepared or used by the Supplier and which



GENERAL CONDITIONS FOR SUPPLY

contain information or data related to the Confidential Information.

These same obligations of confidentiality shall extend to the workers, employees, dependents and personnel of the Supplier, who must be perfectly identified, and each of them must sign a letter of confidentiality that guarantees the maintenance of the confidentiality and secrecy of the Confidential Information in the terms of these General Conditions or of the Contract or Order for the Supply that CNAT and the Supplier sign. In any case, the Supplier shall be liable, in any situation and circumstance, for any breach of the obligations arising from this clause, even in the event that such breach is attributable to one or more of the Supplier's workers, employees, dependents and personnel.

11.3. CNAT's Obligations regarding Confidential Information

By virtue of these General Conditions or of the Contract or Order for the Supply that CNAT and the Supplier may enter into, CNAT, when it is the Party Receiving the Confidential Information, undertakes to respect and control the use of the Confidential Information of the Supplier subject to and identified as such by the Supplier, which shall only be used to the extent necessary and sufficient for the performance of these General Conditions or of the Contract or Order for the Supply that they may enter into, and under the terms set out below.

Subject to the obligations set forth in this confidentiality clause, CNAT may disclose, divulge or use the Confidential Information in the cases in which:

- (i) its disclosure is necessary for the execution of these General Conditions or of the Contract or Order for the Supply, as the case may be;
- (ii) the Confidential Information consists of equipment or components provided by the Supplier in the context of the performance of the functions entrusted under these General Conditions or the Contract or Order for the Supply, CNAT may share, disclose or reveal the Confidential Information to third parties (without limitation, consultants or engineers) to the extent necessary and sufficient to (a) develop or create modifications, additions or improvements on the equipment or components supplied or on the plant, the control systems, operations and, in general, CNAT's systems; or (b) attend maintenance operations and revision or evolution of the technology underlying these components or systems.
- (iii) its disclosure is required by the Administration, the Ministry for Ecological Transition and the

Demographic Challenge or the competent body or authority that replaces it or exercises equivalent functions in the future, the Nuclear Safety Council or, in general, the corresponding competent authority. In the event that CNAT is legally obliged to make public all or part of the Confidential Information, CNAT shall notify the Supplier, whenever possible, of this circumstance and may share, disclose or reveal the Confidential Information with third parties (without limitation, consultants or engineers) for the purpose of preparing and preparing the reports and analyses that, where appropriate, may be required by the corresponding competent authority.

11.4. Duration

The obligation of confidentiality is of an indefinite nature and shall remain in force, even after the contractual relationship between the Parties has ceased, for as long as the information and documentation in question maintains its status as Confidential Information in accordance with this clause.

12 INTELLECTUAL AND INDUSTRIAL PROPERTY

12.1. General

For all purposes, "Intellectual and Industrial Property Rights" means all rights that under any applicable law are considered industrial property (including, without limitation, patents, trademarks, designs, semiconductor product topographies), intellectual property (including, without limitation, copyrights, related rights, software and sui generis database rights) and trade secrets.

The ownership of the Intellectual and Industrial Property Rights on the elements provided by each Party for the execution of the services and the supply that are the object of these General Conditions or of the Contract or Order for the Supply that, if applicable, CNAT and the Supplier sign, corresponds to the Party that provides them or, if applicable, to the third parties with which it has established the corresponding license agreements for use. This includes, without limitation, software, methodologies, technology, documentation, instructions or technical or technological, operational, organizational or operational know-how, and systems of all kinds.

The signing of these General Conditions or of the Contract or Order for the Supply does not imply authorisation for the use of the trademarks, trade names or other distinctive signs of the other Party, and written approval shall therefore be required prior to any use that the other Party may wish to make of the said trademark, trade name or distinctive sign.

12.2. Ad hoc work and developments for CNAT



GENERAL CONDITIONS FOR SUPPLY

In relation to each of the developments or products (including software) that may have been developed in the course of the services or Supply, either individually by the Supplier or jointly with CNAT (the "**Products**"), the Supplier assigns all rights, including the Intellectual and Industrial Property Rights to CNAT. The foregoing assignment is made on an exclusive, irrevocable basis, with the right to assign and sub-license and with no time or territorial limits, and includes the right of reproduction, transformation (modify or make products derived therefrom), distribution and public communication (including the right to make them available to the public), for exploitation in any medium, format, mode or system of transmission, communication or distribution, whether free of charge or for a fee, using the Products individually or in conjunction with others, as well as the right of CNAT to apply for any registration of the Intellectual and Industrial Property Rights it deems relevant. The Supplier may not use for itself or for third parties the Products, which shall be the exclusive property of CNAT, in accordance with the provisions of this clause.

In relation to the Supplier's infrastructure, as well as any other tool, platform, software or similar that the Supplier uses for the provision of the services or the Supply, the Supplier grants CNAT a non-exclusive, non-territorially limited, unlimited, free licence so that CNAT may use the services that are the object of these General Conditions or of the Contract or Order for the Supply that they enter into.

The Intellectual and Industrial Property Rights of any alterations, modifications and/or developments, procedural documentation, functional documentation referring to the same that are carried out under these General Conditions or under the Contract or Order for the Supply that, as the case may be, CNAT and the Supplier sign, on the Intellectual and Industrial Property Rights of the Supplier or of third parties with which the latter has the corresponding license agreements, belong to the Supplier or, as the case may be, to the corresponding third party. Notwithstanding the foregoing, if the Supplier, for the performance of the services contemplated by these General Conditions or the Contract or Order for the Supply to which they subscribe, needs to use elements over which the Supplier or any third party has pre-existing rights (the "**Pre-existing Materials**") and includes them in the developments mentioned in this section, the Supplier shall notify CNAT of this circumstance and, by these General Conditions, undertakes to grant CNAT an unlimited, free, worldwide license in order that CNAT or the third parties referred to in section 11.3 of the confidentiality clause, may use these rights without charge or encumbrance and to the extent necessary and sufficient for the normal and correct execution of the General Conditions or the Contract or Supply Order and the activities that constitute the object of CNAT's activity.

The Supplier, and at no additional cost, undertakes to assist CNAT in an appropriate manner so that the latter may obtain,

register and, where appropriate, exercise or defend the Intellectual or Industrial Property Rights referred to in this clause. To this end, the Supplier shall formalize, verify and grant all the documents, public and private, that may be necessary or convenient and shall carry out any other activities required by CNAT for its application in obtaining, perfecting, proving and exercising such property rights, and if applicable, transferring the same, all with a guarantee of ownership issued by the Supplier, and free of charges and encumbrances.

CNAT may freely assign to third parties the rights that correspond to it or that it has acquired by virtue of this clause, the Supplier accepting said assignment from this moment onwards.

12.2. Remuneration

The remuneration for the assignments, authorisations and licences of Intellectual and Industrial Property Rights and of any other rights contemplated in this clause shall be understood to be paid as a lump sum in the price of the Contract or Order for the Supply, in the event that the Supplier and CNAT enter into the same, in accordance with the provisions of the same. The Supplier shall not be entitled to claim from CNAT any additional amount of money or any other performance for such assignment.

12.3. Representations and Warranties and Supplier's Liability

The Supplier declares and warrants that it is the lawful owner, or has obtained sufficient rights from its owners and under such conditions is fully entitled to authorize CNAT to use such rights on the terms set forth herein and releases and shall hold CNAT harmless from any liability that may arise from the foregoing.

The Supplier shall hold CNAT harmless from any and all liability arising from any possible infringement of industrial property that may be incurred by the Supplier and shall indemnify and hold CNAT harmless for any damages, losses and costs arising from any third party claims and shall defend or, at its option, settle with third parties any action brought against CNAT to the extent that such action is based on the allegation that any material resulting from the provision of the Supplies by the Supplier breaches or infringes any Intellectual or Industrial Property Right or any right of any third party.

13. PROCESSING OF PERSONAL DATA

13.1. Without prejudice to the specific regulation that may be agreed in the Contract, the Supplier that, in order to comply with the provision of the Supply, must or may access, in an absolutely necessary manner, personal data owned by CNAT, shall be considered in charge of the process of the data, as the processor, for the purposes of the provisions of the Data Protection Regulations. For the Supply, the processor shall carry out the following data processing operations on behalf of the data controller: [structuring, consultation, storage]. The data concerned by the processing shall be [first names, surnames, address and postcode] and the



GENERAL CONDITIONS FOR SUPPLY

categories of data subjects concerned shall be [suppliers, customers].

13.2. The person in charge shall comply with the following obligations:

a) CNAT, as data controller, declares that it is the owner of the personal data that have been legally collected, and that, by virtue of the Supplies contracted from the Supplier, it authorises their access and processing by the Supplier, to the extent necessary for the provision of the Supply.

b) The Supplier, as data processor in charge, will only access and process the personal data to carry out the provision of the contracted Supplies on behalf of CNAT, and in no case will use them for purposes other than those agreed, nor for its own purposes or those of third parties other than the amenable. If at any time it considers that an instruction from the Data Controller infringes personal data protection regulations, it shall inform the Data Controller immediately and as soon as possible.

c) In the event that CNAT provides access to the data through its own information systems, the Supply being carried out at CNAT's premises, the Supplier's personnel shall sign the Confidentiality Document that accompanies this document, the content of which is attached as Annex 6 to these General Conditions.

d) In the event that remote access to CNAT's information systems is necessary for the provision of the Supply, it is totally forbidden to incorporate said data into different systems or supports, and the Supplier undertakes to have the aforementioned Confidentiality Document signed by all personnel with access to said data.

e) The Supplier shall apply the necessary technical and organizational security measures to the personal data, taking into account the state of the art, the costs of application and the nature, scope, context and purposes of the processing, in accordance with the data protection regulations applicable at all times, in order to guarantee the security, integrity, confidentiality and resilience of the personal data, in the event that it has access to this type of data, and to avoid its alteration, loss, processing or unauthorized access. The security measures that the Data Controller shall implement shall be, as a minimum, those included in the Annex of Security Measures.

f) Notify and describe in writing to the controller any security breach of which it becomes aware, and provide all relevant information for the documentation and communication of such breach in accordance with Article 33 GDPR, as soon as possible and without undue delay, and in any event no later than 24 hours after becoming aware of it.

g) As a general rule, the Supplier shall not communicate the personal data accessed within the framework of the Supply to a third party, not even for storage purposes, unless otherwise specified in the Contract for the provision of the Supply.

h) The Supplier shall not subcontract the Supply in such a way that a third party processes the personal data of the Data Controller, except with the prior written authorisation of the Data Controller and only for the provision of the contracted Supplies. In the event that the person responsible authorises the intervention of a third party for the performance of the contractual relationship, the person in charge and the Subcontractor shall enter into a contract whereby the Subcontractor shall be subject to the same obligations of

confidentiality and data protection as the person in charge. If the Subcontractor fails to comply with any of its obligations regarding confidentiality and data protection, the person in charge shall be fully liable to the Data Controller for its compliance.

i) In those cases in which the data subjects exercise their rights of access, rectification, erasure, limitation of processing, data portability, the right not to be subject to automated decisions or the right to object to the Supplier, the latter must immediately transfer the aforementioned request, and in any case within a maximum period of 24 hours from receipt of the request, to the CNAT in order for it to resolve it, within the periods established by the regulations in force. Furthermore, the person in charge undertakes to assist and collaborate with the Controller, to the extent that corresponds to the nature of the processing entrusted to him/her, in dealing with the claims and notifications of the data subjects in relation to the exercise of the aforementioned rights.

j) The Supplier shall keep the personal data to which it has had access due to the Supply rendered, as well as any support or document on which they are contained, for as long as the said service is in force in accordance with the provisions of Clause 13 or because this is provided for by Law. At the end of the service, CNAT will proceed to return or, if necessary, destroy said data or supports as well as any copy of the same, as indicated by CNAT. If no express instruction is received from the data controller, it shall be understood that the personal data being processed must be deleted within a maximum period of one (1) month from the termination of the Contract. In any case, the processor must deliver, at the request of the data controller, a certificate certifying the deletion.

k) The data processor and all its staff are obliged to:

- Use the personal data to which you have access only for the purpose of this order. Under no circumstances may the data be used for own purposes.

To process the data in accordance with the instructions of the data controller.

- If the processor considers that any of the instructions violate the Data Protection Regulation or any other data protection provisions, the processor shall immediately inform the amenable controller.

- To maintain the duty of secrecy with regard to the personal data to which it has had access by virtue of this assignment, even after the end of the contract.

- Ensure that the persons authorised to process personal data undertake, expressly and in writing, to respect confidentiality and to comply with the corresponding security measures, of which they must be duly informed.

- Keep at the disposal of the person in charge the documentation accrediting compliance with the obligation established in the previous section.

- Ensure the necessary training in personal data protection for persons authorised to process personal data.

m) Notification of data security breaches: The processor shall notify the controller, without undue delay and via the email address provided by the controller, of any breaches of security of the personal data under its care of which it becomes aware, together with all



GENERAL CONDITIONS FOR SUPPLY

relevant information for the documentation and communication of the incident.

At least the following information shall be provided:

- a) Description of the nature of the personal data breach, including, where possible, the categories and approximate number of data subjects affected, and the categories and approximate number of personal data records affected.
- b) Contact person details for the securing of further information.
- c) Description of the possible consequences of the personal data breach. Description of the measures taken or proposed to be taken to remedy the personal data breach, including, where appropriate, measures taken to mitigate the possible negative effects.

If and to the extent that it is not possible to provide the information simultaneously, the information shall be provided in a phased manner without undue delay.

- Make available to the person in charge all information necessary to demonstrate compliance with its obligations, as well as for the performance of audits or inspections carried out by the person in charge or another auditor authorised by him/her.

. Assist the data controller in implementing the necessary security measures to ensure the confidentiality, integrity, availability and resilience of the systems and processing services.

Restore availability and access to personal data quickly in the event of a physical or technical incident.

Verify, evaluate and assess, on a regular basis, the effectiveness of the technical and organizational measures implemented to ensure the security of the processing.

l) The Supplier undertakes to comply with the obligations set out in the Contractual Documentation and in the regulations in force. The Supplier shall be personally liable for any breaches incurred by the Supplier, including but not limited to breaches arising from a breach of the Supplier's obligations under the Contract, the General Terms and Conditions or applicable law, and undertakes to indemnify the person responsible for any damage or loss arising from the breach (including any damages, losses, expenses and costs).

l) In the event that during the lifetime of the Agreement, and in relation to the processing which the processor carries out or may have to carry out, it is necessary to carry out the data protection impact assessment referred to in the Data Protection Regulation (including, where appropriate, prior consultation with the supervisory authority), the processor shall assist the controller in fulfilling this obligation, taking into account the nature of the processing and the information at its disposal. Similarly, it shall support the controller in carrying out prior consultations with the supervisory authority, where appropriate.

13.2. The personal data owned by the representatives of the parties will be processed by the other party, which will act independently as the data controller and will use them to comply with the obligations set out in the Contract and the General Conditions. These personal data will be processed for the purpose of maintaining business relations, executing the Contract and the General Conditions, as well

as the rights and obligations contained in these documents. The legal basis for the processing of the data is the legitimate interest of the parties in maintaining the business relationship and executing the Contract and the General Terms and Conditions, the processing being necessary for the provision of the services foreseen. Each of the parties will keep the personal data for as long as the business relationship is in force and, once it has been terminated, insofar as liabilities may arise for any of the parties. Personal data may only be accessed by third parties who are legally or contractually bound to the parties for the provision of ancillary services necessary for the normal operation of the commissioned services. None of the parties will carry out international transfers of the personal data of the representatives. The representatives may exercise, under the terms provided for by current legislation, the right of access, rectification or deletion of the data, limitation or opposition to the processing of the data, as well as the right of portability, by means of written communication to the address of the other party. They may also lodge a complaint with the competent supervisory authority.

13.3. The Controller, as guarantor, undertakes to comply with the following obligations: (i) to give the instructions it deems necessary to the processor; (ii) to respond to any notifications it receives from the processor regarding processing, security breaches and instructions given by the controller that, in the opinion of the processor, infringe the applicable regulations; and (iii) to ensure, prior to and during processing, compliance with data protection regulations by the processor.

13.4. In the event that inspectors of the Spanish Data Protection Agency should visit the premises of the data processor in order to exercise their inspection powers, the data processor undertakes to inform the data controller of this circumstance as far in advance as possible and, in any case, within 24 hours of receipt of the corresponding notification and to coordinate, where appropriate, the answers to be given to the said authority within the framework of the inspection.

14. CONTENTIOUS CLAUSES

14.1. Performance of the Contract.

The Contract/Order shall not be considered fulfilled until the Supply that is the object of the same, together with its accessories and associated services, have been duly executed.

14.2. Suspension of the Contract

CNAT shall have the right to delay the execution of the Supply for a determined period of time, with thirty (30) days' notice to the Supplier, and once the new terms and conditions have been mutually agreed upon, as set forth in the third paragraph of this Clause.

In the event of delay or suspension attributable to CNAT for more than twelve (12) months in the aggregate, including the time required for the below mentioned negotiations between CNAT and the Supplier, the Supplier shall be entitled to terminate the Works or Services, and the same shall be liquidated in accordance with the provisions of article 1594 of the Civil Code; however, before exercising such right, the Supplier shall negotiate with CNAT the manner in which the performance of the Works or Services may continue until their completion, or be completely suspended, so that the Supplier may not be unduly prejudiced, nor CNAT incur any additional liabilities.



GENERAL CONDITIONS FOR SUPPLY

Subject to the availability of qualified personnel, once the pre-existing commitments have been fulfilled and all other effects of such suspension or delay have been resolved, the Supplier shall resume performance of the Works or Services that have been suspended or delayed for a period of less than twelve (12) months in the aggregate, when so directed by CNAT. The development schedules of the Works or Services and their term of performance shall be extended for the period of time necessary to include the effects of any delay or suspension of the scope of the Works or Services. The compensation to the Supplier for the scope of the Works or Services shall also be adjusted to reflect the additional expenses incurred by the Supplier as a result of such extension or suspension. The Supplier shall use reasonable endeavours to minimise such additional expenses. The remaining estimates for the Works or Services shall be adjusted, if necessary, as appropriate. All such adjustments shall be made as soon as CNAT requests resumption of the Works or Services.

If there is no agreement on the suspension, the parties shall be subject to the provisions of Clause 14.4.

14.3. Termination of the Contract

14.3.1 Termination by mutual agreement of the parties

The Contract/Order may be terminated by mutual agreement of both parties.

In this case the parties shall establish in writing the termination agreement in such a way that the Supplier shall immediately interrupt all work being carried out under the said Contract. Payment for work already completed or in an advanced state at the time of the agreed termination shall be negotiated between the parties in a fair and reasonable manner, taking as the prices agreed in the Contract and taking into account any amounts paid on account to the Supplier.

If there is no agreement on the termination the parties shall be subject to the provisions of Clause 14.4.

14.3.2 Extraordinary termination due to actions of third parties

An extraordinary termination may be declared by CNAT in the following cases:

- a) Termination in the event that as a direct consequence of legislative, administrative or judicial decisions or due to the lawful requirement of a private individual, the Plant is shut down or the Plant has to remain in a non-productive state of electricity for more than 12 months and the execution of the contracted supply is not necessary or possible.
- b) Termination due to changes or modifications produced in the shareholding or corporate structure of CNAT, regardless of the type of act or legal business by which it occurs.
- c) Termination due to significant changes in the shareholding structure of the Supplier resulting in a change of group or control within the meaning of article 42 of the Commercial Code, or a merger with another company (whether the Supplier is the absorbing or the absorbed company), or in the event of a global transfer of assets or liabilities (whether the Supplier is the transferor or the transferee) or the transfer of its registered office

from one State to another, and it is not in CNAT's interest to continue the relationship with the new entity.

- d) In the event of a change of legal form or reduction of capital or dissolution of the Supplier as a legal entity, insolvency or death of the Supplier as a natural person.

In these cases b) c) and d), any Party may enforce this termination within 12 months after the change of shareholding, which must be communicated no later than 2 months after the change of shareholding.

The termination under the causes of sections 14.3.2, shall not give rise to any right to compensation to the Supplier, (without prejudice to the rights it may have to claim against the authority or the individual) and shall in no case imply waiver of the rights that may correspond to CNAT with respect to a possible compensation for the damages that such termination may cause it.

14.3.3 Termination due to actions of the Supplier

The Contract may be terminated by CNAT by means of a reliable communication to the Supplier, with one month's notice, without the latter being able to claim any compensation whatsoever, in the following cases:

- a) Termination due to breach by the Supplier of any of the clauses of the Contract.
- b) Termination due to assignment by the Supplier of the commercial credits derived from the contracted supply in favour of third parties - natural or legal persons - without prior written approval from CNAT.

To this effect, in accordance with Art. 1112 CC, it is expressly agreed that the credit rights generated in favour of the Supplier by virtue of the Contract may not be assigned to third parties (whether or not in the form of factoring).

- c) Termination for breach by the Supplier of its obligations of a social, labour, training, risk prevention and safety and personal data protection nature or for breach of the technical requirements established or of the provisions required in these matters, as well as for repetition of errors or defects or recurring breach of CNAT's instructions given under the terms of the Contractual Documentation.
- d) Termination due to subcontracting of the supply, in whole or in part, by the Supplier without the express authorisation of CNAT.
- e) Termination in the event that due to causes attributable to the Supplier the supply is suspended, paralysed, there is no continuity or due diligence in its execution, except in the case of a strike considered a cause of force majeure in accordance with the provisions of Clause 15.7.1.
- f) Termination due to non-compliance with the agreed execution period for completion of the supply, with extensions greater than those corresponding to the maximum penalty ceiling set out in 7.5.2 and such delays entail some detriment to CNAT.
- g) For any other serious or repeated circumstance that entails a breach of the Supplier's contractual obligations or that prevents



GENERAL CONDITIONS FOR SUPPLY

or hinders the performance of the supply (e.g. the case envisaged in the last paragraph of Clause 6.7.2.2).

Upon receipt of the notice of termination, the Supplier shall immediately suspend all provision of supplies and shall not make any further request for materials or services in connection with the Contract and shall use its best efforts to achieve the termination on terms satisfactory to CNAT of all Orders or subcontracts that the Supplier may have placed; it shall thereafter limit itself to, in agreement with CNAT, carrying out the work conducive to preserving and protecting what has already been done and the material and equipment in its possession.

CNAT shall proceed to reasonably assess the damages and losses that, if any, may be attributable to the Supplier upon incurring in any of the aforementioned causes for termination, and the Supplier shall be obliged to compensate CNAT for such damages and losses.

In the cases in which the termination of the Contract is appropriate, CNAT may adopt, alternatively, together with the decision to terminate the Contract, all or any of the following measures:

- a) Suspend outstanding payments (even for another contract).
- b) Execute the guarantees or other guarantees that it has constituted (even for another contract).
- c) To retain the Supplier's machinery and auxiliary means that the latter has been assigning to the execution of the Contract and the materials and equipment that it has stockpiled for this purpose.
- d) To contract with third parties, on behalf of and at the expense of the Supplier and in substitution of the latter, the execution of what it has failed to carry out or is finding it difficult to carry out in order to fully comply with the contract.

14.4 Arbitration and applicable law

The parties shall use their best efforts to resolve amicably any dispute that may arise in the interpretation of the Contract. Any differences or disputes arising out of the Contract or agreements relating to its performance or any breach thereof shall be transmitted to the other party in writing, and shall be settled by extrajudicial conciliation between the two parties. The attempt at extrajudicial conciliation shall be deemed to have failed as soon as one of the parties so notifies the other party in writing.

At such time, either party may, by notice in writing to the other party, give notice of its decision to arbitrate. The parties agree that (except in the cases provided for in the following paragraph) any dispute, discrepancy or claim arising from the execution or interpretation of the Contract, or related to it, directly or indirectly, shall be finally settled by arbitration within the framework of the Court of Arbitration of the Madrid Chamber of Commerce and Industry, which is entrusted with the administration of the arbitration and the appointment of the arbitrators in accordance with its Regulations and Statutes.

Disputes concerning ownership of the intellectual property set forth herein, or the unauthorized use or disclosure thereof, shall not be subject to arbitration, but shall be subject to resolution by a court of competent jurisdiction.

In the case of international Contracts or Orders, the Arbitration shall be conducted in Spanish and English.

Spanish law shall apply to these General Terms and Conditions.

15 OTHER CLAUSES

15.1 Communications

Any notice or communication between the parties provided for in the Contractual Documentation and, in general, any notice or communication between the parties concerning the validity, content, execution, effects, claims and termination or extinction of the Contract or Order, shall be in writing and shall be sent to the representative and to the address that appears as the address of each party in the Contractual Documentation (referencing the Contract/Order number and/or the number of the CNAT Request for Offers, indicating it in the "subject" of the letter of transmission of the notification), and shall be considered valid provided that it is sent by any of the following means:

- Personal delivery to the representative designated by each of the parties, who shall give a copy with acknowledgement of receipt, it being understood that the notification or communication has been made on the date of such delivery.
- By registered mail (sent directly or by notary), and it will be understood to have been sent on the date shown on the acknowledgement of receipt.
- By burofax, the date of delivery being the date that is duly certified.

The representatives and addresses of the Parties, for the purpose of notifications, shall be those provided for in the Contractual Documentation, unless, by the same means indicated in the previous indents, their modification is communicated, being valid the notifications practiced as agreed until their modification is communicated.

15.2 Revisions and modifications

15.2.1. Of the Supply of Works or Services.

CNAT may request, or Spanish government agencies may require, that modifications be made to the scope of the Work or Service, or to the implementation or performance of the Work or Service. The price, schedule and other relevant provisions shall be equitably adjusted from the provisions of the Contract by written agreement of the parties prior to implementation of any modification.

Any expenses of the Supplier or its suppliers due to inspections or tests additional to those initially contracted, as well as those resulting from changes in legislation after the date of the Contract shall be treated as a change in the scope of the Supplier's performance. For these purposes, a change of scope shall not be considered to be those arising from incorrect results of tests or checks foreseen in the initial contracted scope.

Likewise, the Supplier has the right to propose changes in the scope of the works included in the Work or Service clearly identifying the proposed change in scope, prices, schedule or guarantees, and informing CNAT to obtain its approval and the corresponding contractual commitment of modification for the planned works.



GENERAL CONDITIONS FOR SUPPLY

Proposals for such changes shall be submitted to CNAT in good time for approval. The Supplier shall not be entitled to any compensation for changes in the scope of work without CNAT's prior express approval.

15.2.2. Supply of Materials.

Either party may propose changes, revisions or modifications to the contents of the Contractual Documentation, such changes requiring the written approval of the other party.

CNAT shall propose the aforementioned changes in writing for the consideration of the Supplier, which within a maximum period of fifteen (15) days from the date of receipt thereof, shall submit new drawings or design documents if applicable, as well as inform of the variations that, in its opinion, occur in the price, delivery time and other aspects contemplated in the Contractual Documentation.

Once an agreement has been established between both parties, CNAT and the Supplier shall sign the revision to the Contract/Order that has been agreed upon.

In the event that no agreement is reached on any revision or modification proposed by either party to the other, the Contract shall remain in force on the agreed terms.

The Supplier may propose changes to the scope of the Supply with or without effect on prices or other provisions of the Contractual Documentation. The Supplier shall provide relevant information on such changes reasonably in advance of the final proposal of such changes. In any event, such changes shall require the written approval of CNAT.

CNAT's written approval of any change shall not release the Supplier from any of its obligations, unless any of its obligations are explicitly modified by the change.

15.3 Advertising

No reference may be made to, describe or use for advertising purposes, either totally or partially, of any of the Supplies, or of the installations owned by CNAT, or of its brand, without the prior written authorisation of CNAT.

15.4 Language and units of measurement

15.4.1 The official language for the Contractual Documentation shall be Spanish, with the exception of the technical documentation for which, by mutual agreement, English may be used.

For the development of the Contract/Order it shall be Spanish. However, CNAT may authorize the issuance by the Supplier of certain documents in other languages when it deems it appropriate.

English may also be used in certain situations by mutual agreement.

15.4.2 The units of the Decimal Metric System shall be used whenever another system of measurement is not expressly specified in all documents and drawings. In addition, all indicating or recording instruments, without exception, shall be graduated in units of the defined system.

15.5 Licenses, permits and authorisations

15.5.1 Each party shall obtain and maintain at its own expense such licenses, permits and authorisations as it may require to perform its contractual obligations.

15.5.2 Each party shall provide the other with reasonable assistance in obtaining and maintaining such licenses, permits and authorisations. In particular, the Supplier shall provide CNAT with such information and documents such as plans, diagrams, supporting calculations, etc., as may be required by the competent bodies to authorize the work, construction, testing and commissioning of the installation in which the equipment and materials are integrated.

15.5.3 CNAT will assume all responsibilities with respect to negotiations with Spanish government agencies.

15.5.4 For its part, the Supplier shall assume all liabilities arising from the Supplier's and its Subcontractors' own economic activity, both at the company level and at the level of its employees. This liability shall include (but not be limited to) obtaining, maintaining, making any necessary changes and paying for any licenses, permits and authorisations required in connection with the execution of the contracted object. Likewise, the Supplier shall assume all responsibilities relating to obtaining and holding the documents and authorisations in relation to the provisions of both Spanish and European legislation with respect to training, special permits, social security and occupational health and safety, the management and responsibility for which shall be attributed to the Supplier.

15.5.5 In cases of importation, both parties, irrespective of the stated delivery condition, shall obtain and maintain at their own expense any export and import licenses, permits and authorisations required by any governmental authority of their respective countries.

In any event, the Supplier shall procure and bear the costs of all export licences at its own expense in accordance with the provisions of Clause 7.6.1.

15.6 Excusable Delays

15.6.1 If the Supplier considers that an event may be the cause of an excusable delay, it shall immediately inform CNAT in writing, substantiating the reason for the delay with the means and documentation at its disposal.

15.6.2 If the delay is deemed to be excusable, the date foreseen for the performance of the scope of supply or any part thereof shall be extended by a period reflecting the effect of such delay.

15.6.3 Causes of excusable delay shall in any case be deemed to be force majeure, as defined in Clause 14.7.

15.7 Force majeure

15.7.1. The obligations contained in the Contract shall be suspended or limited if non-performance is due to force majeure.

Causes of force majeure shall be considered to be those which, not being foreseeable or having been foreseen, are unavoidable and beyond the reasonable control of CNAT and/or the Supplier.

In particular, the following shall be considered to be causes of force majeure, with sufficient entity to relieve the parties from the fulfilment of the obligations derived from the Contract:

Document for reference use. In case of resolution of discrepancies or interpretation of controversies, the official version in Spanish shall prevail: GE-ESP-010



GENERAL CONDITIONS FOR SUPPLY

- Earthquakes, tidal waves, catastrophic fires or floods officially declared catastrophic.
- Damage caused by armed gangs or violently in time of war, sedition or riots.
- Legal strikes which are beyond the scope of the Supplier's business and its Subcontractors and the termination of which does not depend on the Supplier's and/or the Subcontractors' decision.
- Nuclear incident.

In all cases of force majeure, the affected party shall inform the other party in writing within a maximum period of fifteen (15) days and with all the means and documentation at its disposal. Failure by the Supplier to notify CNAT will entitle CNAT to terminate the Contract without further notice.

15.7.2. In the event that one of the parties alleges force majeure to request the suspension of any of the obligations of the Contract, it shall inform the other by means of a written report, as soon as possible, and in any case within seven (7) calendar days of its occurrence, detailing the causes and the start and end dates, possible duration if it has not yet been completed, repercussions on the Supply and accompanying, where appropriate, those documents that accredit this. The parties shall provide each other with all the necessary facilities for the inspection and verification of the events that have occurred, as well as of the consequences thereof, and shall meet as soon as possible to agree whether the events are of sufficient importance to be considered force majeure.

In all cases of force majeure, the affected party shall inform the other party in writing within a maximum period of fifteen (15) days and with all the means and documentation at its disposal. Failure by the Supplier to notify CNAT will entitle CNAT to terminate the Contract without further notice.

15.7.3. In the event of delay in the provision of the Supply, the periods stipulated in the Contract shall be extended, at the most, to the extent of the delay suffered, the fulfilment of the other obligations that are not affected by the circumstance that has occurred remaining subsistent.

15.7.4. The Supplier shall not be entitled to any compensation from CNAT due to any of the causes of force majeure, and the delay caused, if any, shall not entail any additional charge for CNAT.

15.7.5. In the event of a delay due to a cause recognized by both parties as force majeure, the Supplier shall in good faith make every reasonable effort to minimize the consequences of the situation.

In the event of any delay, interruption or non-performance arising from these circumstances, CNAT is entitled to terminate the Contract in the same state in which the Supplies are in, or to extend the duration of the Contract once the cause has been overcome for a suitable period of time to cover the effects arising from the interruption or non-performance.

15.7.6. In the event of considerable delays in view of the circumstances and due to force majeure, the Supplier and CNAT, as soon as possible depending on the estimated seriousness of the situation, shall meet as many times as is appropriate to agree on the necessary or appropriate actions (including, where applicable, the appointment of monitoring committees with representatives of both parties) to be able to carry out the Works or Services, or tending to minimise the cost and delivery time.

15.7.7. If the consequences of force majeure are a delay in the scheduled completion date of the Works or Services of more than twelve (12) months, CNAT and/or the Supplier may terminate the Contract. In such a case, a financial settlement shall be made in accordance with the prices agreed in the Contract and the amounts, if any, delivered on account to the Supplier, and the provisions of Clause 14.7.4 shall apply.

15.8 Non-renounceability and amendments

15.8.1 No amendment, modification or alteration of the terms of the Contractual Documentation shall be binding unless made in writing and duly signed by the Parties.

15.8.2 If any term or condition of the Contract is held to be invalid in any circumstances, the remaining terms and conditions shall be construed by omitting the invalid provision(s). Both parties shall keep in consideration the spirit of the Contract and agree on its amendment to effect, as easily as possible, the application of the invalid clause or application.

15.8.3 The failure of either party to require performance of any provision of the Contract, or any obligation under the Contract, shall not be construed in any way as a waiver of its rights under the Contract, nor shall it affect the validity of the Contract.

ANNEX 1

PERFORMANCE REQUIREMENTS FOR DELIVERIES

The documents referred to in this appendix are the different Procedures applicable in CNAT, which include the particular requirements and demands that must be complied with for the performance of a specific Supply.

REFERENCE	DENOMINATION	CNA	CNT	Madrid
CE-A-CE-0201	Staff Headcount and Assessment in Emergencies		X	
GE-PE-02.01	Staff Response to an Emergency	X		
CE-A-CE-0205	Performance of Non-essential Personnel in Emergencies, Warnings and Alarms		X	
PS-CR-01.04	Radiation Work Permit (RWP)	X		
CE-A-CE-3103	Radiation Work Permit		X	
CE-A-CE-3102	Control for Decontamination of Tools and Equipment		X	
PS-CR-01.10	Control of Materials for Decontamination	X		
DAL-28	Radiation Dose Optimization Plan (ALARA: As Low As Reasonably Achievable)	X		
CE-A-CE-3104	Radiation Protection Standards for Dosimetry Registrations and Cancellations		X	
DTR-28	Dose Optimisation Programme (ALARA Programme) Applicable to Trillo NPP		X	
PS-CR-05.08	Application of the ALARA Plan at Work in External Companies	X		
CE-A-CE-3400	ALARA Evaluation of Activities		X	
RH-60.03	PREVENTION AND PROTECTION MEASURES AT TRILLO NUCLEAR POWER PLANT		X	
GE-62.II	Training Requirements in Shared Subjects at CNAT.	X	X	X
GE-SS-06.02	Training, Information and Instructions for Contractors and External companies.	X		
GE-ESP-012	General Conditions of Environment for the Execution of Works and Services	X	X	
GE-ESP-034	General Environmental Conditions for the Supply of Materials	X	X	
GE-48.08	Environmental Management in the Execution of Works at CNAT	X	X	
GUIA-AT-004	General Conditions for the Application of REACH in Almaraz-Trillo Power Plants	X	X	
GE-ESP-007	Specification of Quality Requirements for the Provision of In-Plant Services	X	X	
GE-89.01	Control of the Qualification of the Contractor's Personnel.	X	X	X
GE-21.02	Control of Services	X	X	X
GE.03.01	Software Development Process and User Support	X	X	
GE.03.02	User Standards for the Security of Information Systems	X	X	
GUIA-AT-036	Application of RD 105/2008, which regulates the production and management of construction and demolition waste.	X	X	



GENERAL CONDITIONS FOR SUPPLY

REFERENCE	DENOMINATION	CNA	CNT	Madrid
CE-A-CE-3100	Access to fire Brigades in Controlled Areas		X	
CE-A-CE-3101	Use of Dosimeters in the Controlled Area		X	
CE-A-CE-3104	RP Standards for Dosimetry Registries and Cancellations		X	
CE-A-CE-3110/01	RULES OF ACCESS AND EXIT OF CONTROLLED AREA AND USE OF DOSIMETERS. EXPOSED WORKERS IN C.N. TRILLO.		X	
CE-A-CE-3112	Use of General Protections in the Controlled Area: Access and Changing areas.		X	
CE-A-CE-3110/02	RULES FOR ACCESS AND EXIT OF CONTROLLED AREA AND USE OF DOSIMETERS. EXPOSED WORKERS BELONGING TO AN OFFICIAL ORGANISATION (CSN, EURATOM, IAEA, etc), WORKERS EXPOSED IN ANOTHER INSTALLATION, UNEXPOSED WORKERS AND AUTHORISED VISITS.		X	
GE-67	Incorporation of Service Company Personnel into CNAT	X	X	X
GE-67.01	Control of Personnel Access to the Headquarters	X	X	X
GE-67.02	Access of Personnel from Service Companies for Short-term Jobs		X	
GE-62.01	Training and Qualification of CNAT Personnel	X	X	X
GE-79.05	Coordination of Health and Safety in Construction Works with Project Assignment	X	X	X
GE-79.06	Coordination of Health and Safety in Construction Works Without Assigned Project	X	X	X
GE-79.03	Coordination of Business Activities in Preventive Matters between Concurrent Companies in CNAT	X	X	X
GUIA-AT-060	Detection of Counterfeit, Fraudulent, and Substandard Equipment and Parts	X	X	
GE-22	Control and Preventive Analysis for the Detection of Consumption of Alcohol, Toxic Substances or Narcotics.	X	X	
GE-22.01	Sampling and Chain-of-Custody for the Detection of Alcohol, Drugs and Narcotic Substances.	X	X	
GE-82.03	Medical Requirements for the Personnel of Companies Contracted at Almaraz-Trillo AIE Nuclear Power Plants.	X	X	X
GE-84	Procedure for Attendance Control	X	X	X
GE-ESP-029	Cybersecurity Requirements for Equipment Procurement	X	X	
GE-ESP-030	Cybersecurity Requirements for Service Provisioning	X	X	X
GE-79.01	Procedure for Action in Cases of Accidents at Work	X		
GE-79.21	Risk Observation Reports	X		
DGE-27.02	Supplier's Code of Conduct	X	X	X



GENERAL CONDITIONS FOR SUPPLY

ANNEX 2

REQUEST FOR AUTHORISATION OF SUBCONTRACTING OF SUPPLIES FOR THE EXECUTION OF ACTIVITIES IN ALMARAZ- TRILLO NPPS

COMPANY _____

Contract/Purchase Order _____

Supply Assigned _____

Mr/Msas

And on behalf of the aforementioned company.

Requests approval for the following subcontracting plan:

Table with 2 columns: SUBCONTRACTOR, Activity/Description. Multiple empty rows for data entry.

This subcontracting is subject to the provisions of the indicated Contract/Order and to CNAT's General Conditions of Supply (GE-ESP-010).

At, Day..... of Month..... of 2.....

Signed :



GENERAL CONDITIONS FOR SUPPLY

A N N E X 3

GENERAL CONDITIONS OF SUPPLY

FOR ALMARAZ - TRILLO NPPs

COMPANY _____

Request for Quotations _____

Supply of _____

Mr./Ms. as

And on behalf of the aforementioned company.

Declares:

- To have received and be familiar with the General Supply Conditions (GE-ESP-010), the documents referenced therein and the requirements applicable at CNAT for the execution of Supplies and Request for Bids indicated above and to agree with the contents and conditions of all the above.
- That it is not necessary to raise any exception to the aforementioned General Conditions, except for those that - if applicable - have been expressly included in the Offer, in a specific manner, indicating the concept and reason for the same, to be known and taken into account by CNAT prior to the evaluation of the different Offers.
- That in the event of the existence or occurrence of relevant Operating Experiences that could affect the Supplies that are the object of the scope offered, CNAT shall be expressly and formally informed.

At, on,, 20__.

.....



GENERAL CONDITIONS FOR SUPPLY

ANNEX 4

DELIVERY OF INFORMATION FROM ALMARAZ-TRILLO NUCLEAR POWER PLANTS TO THE CONCURRENT COMPANY.

On this day of.....20-- .

Concurrent company:

Address:

Attention of:

As a result of the development of the Occupational Health and Safety Protection Policy contained in the Law Ley31/1995 on the Prevention of Occupational Hazards (LPRL), the priority objective of Centrales Nucleares de Almaraz-Trillo, A.I.E. (Almaraz-Trillo NPPs) is to guarantee the health and safety of the workers carrying out activities at its work centres.

On the other hand, in Article 24.1 of the Law LPRL31/1995, specified in the Royal Decree 171/2004, it is stated that:

"When workers from two or more companies carry out activities in the same workplace, they must cooperate in the application of the regulations on the prevention of occupational hazards. To this end, the necessary means of coordination will be established with regard to the protection and prevention of occupational hazards and information about them to their workers".

In order to comply with the above, it is provided to the company the following information, through its representative:

Company.....

Mr./Ms.

Confirms reception of the following information:

- 1. Workplace Hazards.
2. Preventive Measures in Relation to the Specified Risks,
3. Instructions in Case of Fire.
4. Emergency Instructions.

If the activity to be developed by the concurrent Company takes place in a controlled area, following additional information will be delivered:

- 5. Information on Radiological Risks and Protection Measures at the NPP.



GENERAL CONDITIONS FOR SUPPLY

6. Specific Training in Relation to the Particularities of the Controlled area.

We remind you that this information must be taken into account in the risk assessments and planning of preventive actions related to the work carried out in the workplace and must be passed on to your workers.

With our thanks, we need you to send us a duplicate copy of this letter as acknowledgement of receipt of the documentation submitted.

Delivered by:

Received by:

**Signed
by :**

**Signed
by :**

(First name and surname)

(First name and surname)

Position:

Position:

Almaraz-Trillo Nuclear Power Plants AIE

Company:

Format: GE-79.03a



GENERAL CONDITIONS FOR SUPPLY

ANNEXO 5

REQUEST FOR DOCUMENTS TO THE CONCURRENT COMPANY

On this day of..... 20-- .

Concurrent company: _____
Address: _____
Attention of: _____

As a result of the development of the Occupational Health and Safety Protection Policy contained in Law 31/1995 on the Prevention of Occupational Hazards (LPRL), the priority objective of Centrales Nucleares de Almaraz-Trillo, A.I.E. (Almaraz-Trillo NPPs) is to guarantee the health and safety of the workers carrying out activities at its work centres.

On the other hand, in the Article 24.1 of the Law LPRL31/1995, specified in the Royal Decree 171/2004, it is stated that:

"When workers from two or more companies carry out activities in the same workplace, they must cooperate in the application of the regulations on the prevention of occupational hazards. To this end, the necessary means of coordination will be established with regard to the protection and prevention of occupational hazards and information about them to their workers".

In order to comply with the above and with the aim of maintaining reciprocal information on prevention, we list below the documentation that must be sent to us before the start of the activity and in writing, thus beginning the coordination of business activities in preventive matters:

- ✓ **Contact person** (name and telephone number).
- ✓ **List of personnel.** (Excel table document titled "Single Admission Form" sent via e-mail)
- ✓ **Risk Assessment of the jobs** to be carried out at CNAT, incorporating the risks and preventive measures of the work centre previously provided by CNAT, both for the conventional area and for the controlled area, signed, dated and stamped by the prevention technician, who will also provide his or her qualification certificate.
- ✓ **Document of delivery and reception of PPE** to each worker, signed, dated and stamped by each worker and his employer.
- ✓ **Document accrediting the delivery of information** to workers both on the specific risks of their activity and the workplace and those arising from the concurrence of business activities in the same workplace. Signed, dated and stamped by the worker and the employer.
- ✓ **Document accrediting OHS training** for workers who are to provide their services at the CNAT work center, reflecting the content of the training and its duration. This training must be sufficient, appropriate and specific to the work to be carried out at CNAT. Signed, dated and stamped by the worker and his/her employer.
- ✓ **Photocopy of the "ABLE" list of the workers.**
- ✓ **Certificate of appointment of the prevention technician or the worker designated as a preventive resource.** Signed, dated and stamped by the worker and the employer.
- ✓ **List of machines and work equipment** that la the Company is going to use in the work centre, **EC declaration of conformity or adaptation to RD 1215/1997, the documentation that accredits the revision of the same in accordance with the manufacturer's instruction manual that must also be provided and authorisation for use by your Company.**



GENERAL CONDITIONS FOR SUPPLY

- ✓ **List of machinery and/or power tools, authorisation to workers by the company for their use and, when required, qualification document that guarantees the training needed for their use, signed, dated and stamped by each of the workers and their employer.**
- ✓ **Document accrediting specific training when the worker has to carry out work at heights, in confined spaces, handling phytosanitary products, use of lifting equipment.**
- ✓ Accreditation of the training of workers who use lifting equipment (platforms, mobile hanging scaffolding, cranes, etc.) issued by the competent body or authorised entity or, failing this, through an internal document from the Prevention Service of the company employing the worker.
- ✓ Card issued by the authority designated by each Autonomous Community that accredits the worker's training in the handling of phytosanitary products.
- ✓ **Safety data sheet** in case of use of chemical substances.
- ✓ **Accreditation of the Risk Prevention modality of the concurrent company**, providing either the act of constitution in the case of Own or Joint Risk Prevention Service, and, in the case of External Prevention Service, the contract or certificate.
- ✓ **Risk Prevention organization chart** indicating and accrediting the qualifications of those responsible.
- ✓ **Document accrediting the Mutual Insurance Society for Accidents at Work that provides coverage for accidents and incidents at work to the concurrent Company**, along with a list of the healthcare facilities closest to the work site and the emergency telephone number in the event of an accident.

In the case of subcontractors, the Contracting Company shall request the subcontractor to present the risk assessment and preventive measures for the work to be carried out by it in CNAT for its incorporation in the Contracting Company Risk Prevention Plan.

With our thanks, we need you to send us a **duplicate copy** of this letter as acknowledgement of receipt.

Delivered by:

Received by:

**Signed
by:**

**Signed
by:**

_____ (First name and surname)

_____ (First name and surname)

Position:

Position:

Almaraz-Trillo Nuclear Power Plants AIE

Company:



GENERAL CONDITIONS FOR SUPPLY

ANNEX 6

Confidentiality document for contracted personnel.

CONFIDENTIALITY DOCUMENT

N.I.F. (Tax ID-number)

Name and surname

Company

Hereby declares that he is aware of and accepts the obligations specified below that affect his FUNCTIONS AND OBLIGATIONS by virtue of the Contract or Order that links the company of which he is an employee with CENTRALES NUCLEARES ALMARAZ TRILLO, A.I.E. (hereinafter CNAT),

AND HENCE ACKNOWLEDGES:

That in accordance with the provisions of current legislation on the protection of personal data (art. 32 RGPD and art. 28 and following of the LO 3/2018 of PDGDD), CNAT has implemented security measures in the access to personal data of automated and non-automated processing, in the event that the functions he/she performs or the work performed out entail carrying out processes that contains personal data, or data referring to technology and systems or simply its registration as a user of CNAT's computer system, undertakes to use the transactions exclusively for the management purposes for which he/she is authorized and is obliged to maintain professional secrecy regarding all data or information of which he/she has knowledge, and is responsible for all access to computer or manual processing by means of his/her personal password and the access code provided.

That he/she is aware of the safety regulations that affect the performance of his/her duties and undertakes to fully comply with and respect these regulations as well as the confidentiality obligations and all those that may arise from the Orders and Contracts that bind my employer to CNAT.

That failure to comply with the aforementioned obligations, access to the information by unauthorized users, the assignment of processes or transactions not necessary for the function entrusted and the lack of custody or secrecy of the personal access identification, will give rise to the demand for administrative or labor responsibilities, specifically those established in the current legislation on privacy, as well as responsibilities of any other nature, including criminal.

AND AGREES TO COMPLY WITH THE FOLLOWING CRITERIA IN THE PERFORMANCE OF ITS DUTIES:

Job function and working stations

1. The workstations will be under the responsibility of an authorised user who will ensure that the information they display cannot be seen by unauthorised persons. This implies that both screens and printers or other devices connected to the workstation must be physically located in places that guarantee this confidentiality.
2. When the person in charge of a workstation leaves it, either temporarily or at the end of his shift, he must leave it in a state that prevents the protected data from being displayed. This can be done by means of a screen saver that prevents the data from being displayed. Resumption of work will involve deactivating the screen saver by entering the appropriate password.



GENERAL CONDITIONS FOR SUPPLY

3. In the case of printers, you must ensure that no documents containing protected data are left in the output tray. If printers are shared with other users who are not authorised to access Processing data, those responsible for each workstation should remove the documents as they are printed.
4. It is expressly forbidden to send data through networks or systems outside the workstations from which access to the file is made. The revocation of this prohibition shall be authorised by the data controller, and this modification shall be recorded in the Register of Incidents.
5. The workstations from which the processing is accessed will have a fixed configuration in their applications and operating systems that can only be changed with the authorization of the security manager or by authorized administrators.
6. **Safeguarding and protection of personal passwords.** Each user will be responsible for the confidentiality of their password and, in the event that it becomes known by chance or fraudulently by unauthorised persons, they must register it as an incident and proceed to change it.
7. **Incident management.** Any user who becomes aware of an incident is responsible for communicating it to the system administrator, or, where appropriate, for registering it in the incident registration system. The knowledge and non-notification of an incident by a user will be considered as a fault against the security of the Data Treatment by that user.
8. **Management of supports.** The media containing Processing data, either as a result of intermediate operations inherent to the application that processes them, or as a result of periodic backup processes or any other sporadic operation, must be clearly identified with an external label indicating which file it is, what type of data it contains, the process that gave rise to it and the date of creation. Those media that are reusable, and which have contained copies of Processing data, must be physically erased before reuse, so that the data they contained cannot be recovered. The media containing Treatment data must be stored in places to which unauthorized persons do not have access for the use of the Treatment Data.
9. When the data processing output is carried out by means of electronic mail, the sending will be carried out, always and only, from an e-mail address controlled by the security administrator, leaving a record of these sendings in the historical directory of that e-mail address or in some other output registration system that allows to know at any time the sendings carried out, to whom they were addressed and the information sent.
10. When the Processing data must be sent outside the physically protected area where the File is located, either by means of a physical data recording medium or by e-mail, it must be encrypted so that it can only be read and interpreted by the recipient.
11. They should be recorded by e-mail or network data transfer, so that their origin, type of data, format, date and time of sending and recipient of the data can always be identified.

DATE:

SIGNED: