



GENERAL TERMS AND CONDITIONS OF SUPPLY
CENTRALES NUCLEARES ALMARAZ – TRILLO
GE-ESP-010

Rev. 7

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1. PURPOSE OF THE DOCUMENT

This document establishes the terms and conditions (hereinafter, "General Conditions") regulating technical-commercial relations between CNAT and the Supplier for the contracting of Supplies.

2. SCOPE OF APPLICATION

21. These General Conditions shall apply to all Supply contracts which have characteristics considered suitable from CNAT's point of view, **thus excluding any type of general conditions established by the Supplier which might govern or affect such contracts in any way.**

22. These General Conditions shall be a part of Contractual Documentation and shall regulate the reciprocal rights and obligations not specifically addressed in the specific conditions (hereinafter, "Specific Conditions"), understood as those established in a designated section of the Contract or Order body, which shall contain, for each specific case, the additional conditions, qualifications or exceptions to these General Conditions or to other documents included within the Contractual Documentation.

23. Participation in a bidding process organized by CNAT, through the Supplier's submittal of a Bid, shall automatically imply knowledge and acceptance of these General Conditions in case of being awarded the Contract or Order which is the purpose of the tender.

24. Any exception to any of these General Conditions by the Supplier shall only be valid if it was previously expressed in writing and was accepted by CNAT. The exceptions agreed by this procedure shall only be applicable to the specific Contract or

Order for which they were agreed and may not be extended to other past or future Contracts or Orders.

3. DEFINITIONS

CNAT: This acronym stands for *Centrales Nucleares Almaraz-Trillo, AIE*. CNAT manages, administrates and operates the following communities of goods (which, where appropriate, may benefit from the Supply): a) *ALMARAZ NUCLEAR POWER PLANT*, with Spanish Tax ID number (*NIF*): E28418911; b) *TRILLO NUCLEAR POWER PLANT*, with Spanish Tax ID number (*NIF*): E28800043. CNAT's registered office is in Madrid, Av. Manoteras nº 46 bis, 5º, 28050 and its Spanish Tax ID number (*NIF*) is V82483629.

Intellectual and Industrial Property Rights: They shall have the meaning set forth in clause 12.1.

Contractual Documentation: Set of documents regulating the relationship between the Parties within the framework of a Contract / Order. Once the Contract / Order is awarded, it shall consist of the documents indicated in Clause 5.

Technical Specification: Document describing the technical requirements associated to Supply provision and, if applicable, to the procedures used to verify the requirements made by CNAT, containing for such purpose the drawings, schemes, diagrams, and precise methods related to the Supply.

Confidential Information: They shall have the meaning set forth in clause 11.1.

Materials: It is understood as the set of goods, materials, equipment, spare parts, components and repairs or calibrations which, together with what is specified in Clause 6.1.4, is the purpose to be upheld by the Supplier, with the degree of definition determined by the Contractual Documentation.

Pre-Existing Materials: It has the meaning set forth in clause 12.2.

Work: It is defined as the set of activities, services and provisions necessary to implement or replace either a system / equipment or a project at the Plant, with the aim of obtaining jointly, in a coordinated manner and in accordance with the legislation in force, a solution with separate entity. Work may include, among others, all or part of the activities relating to engineering, manufacturing, assembly, testing, system validation or licensing support.

Bid: The proposal made by a Bidder in response to a Request for Quotation.

Bidder: The individual or legal entity that submits a Bid.

Disclosing Party: this term has the meaning set forth in clause 11.1. of the confidentiality clause.

Receiving Party: this term has the meaning set forth in clause 11.1. of the confidentiality clause.

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

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

Station: It means and includes the area of either Almaraz nuclear power plant (hereinafter, “Almaraz Nuclear Power Plant” or “CNA” or “Almaraz NPP”) or the Trillo nuclear power plant (hereinafter, “Trillo Nuclear Power Plant” or “CNT” or “Trillo NPP”), including the nuclear units of these plants (hereinafter, individually designated as “Plant”) and their adjacent areas necessary and relevant for the operation of the Plant. The address of each Plant is as follows:

Almaraz Nuclear Power Plant. Ctra. N-Va, km 197.5, 10396 Almaraz de Tajo - Caceres, Spain. With Spanish Tax ID (NIF) E28418911.

Trillo Nuclear Power Plant. Cerrillo del Alto s/n (acceso por Ctra. N 204), 19459 Trillo – Guadalajara, Spain. With Spanish Tax ID (NIF) E28800043.

Bidding Conditions: It is the document or set of documents which, if applicable, shall contain the requirements and demands for completion of the specific Supply, such as those detailed in Clause 4.1.1.b.

Products: It has the meaning set forth in clause 12.2.

Services: Activities to be performed inside or outside the Station, with the aim to help and assist in the operation and maintenance of the Plant, and to be provided by the Supplier to CNAT within the framework of a Contract / Order.

Contractor: Person, firm or entity that, in accordance with Contractual Documentation provisions, and having a separate productive organization with its own materials and personnel, as well as powers to direct them, provides services to the Supplier in relation to the Supply.

Supplier: Natural person or legal entity which, having a separate productive organization, as well as its own material and personal resources, and the power to manage them, commits to CNAT to undertake the obligation to execute the Supply subject to the Contract or Order.

Supply: It is understood as the set of Materials, Works or Services which, together with what is specified in Clause 6.1.3, is the purpose of provision to be upheld by the Supplier, with the degree of definition determined by the Contractual Documentation.

4. BIDS / AWARDING

4.1. Request for Quotations

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

a) CNAT's invitation-to-bid document, indicating the purpose and most relevant conditions.

b) Specifications for submission of bids to CNAT. If applicable, these specifications shall contain the particular requirements and demands for completion of the specific Supply, such as:

b.1 Technical Specification.

b.2 General Conditions

b.3 Requirements to be met by contracting companies in Supply activities for Almaraz Nuclear Power Plant, Trillo Nuclear Power Plant or the Madrid headquarters. They shall contain the particular requirements and demands to be met in order to perform the specific Supply, such as quality assurance specifications, environmental conditions, industrial safety and health monitoring, personnel and human resources, radiation protection, fire protection, personal data protection, training, etc., as well as any other requirements which might be required depending on Supply characteristics (e.g., safety guide CSN-10.1 by Spain's Nuclear Regulator (CSN), mentioned in Clause 6.5.1.5). The list of documents containing the Requirements for Supply Execution, is included in Annex 1.

In the event of contradiction between any of the above-mentioned documents, the document which is listed first in the above-mentioned roster shall prevail.

The above list of documents is declaratory, not comprehensive or limiting, and may modify and include documents which, prior to contracting the execution of Supply, are in force in CNAT's organization.

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

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

4.1.2 CNAT reserves the right to make partial awards of the Supply offered, as long as the Request for Quotation 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 justification, any Bid which it considers not to meet the requested conditions.

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4.2. Bid Submission

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

4.2.2 Bids must have a minimum validity period of ninety (90) calendar days from the submission deadline.

4.2.3 When a Bidder anticipates that it will not be able to submit the Bid within 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 Bid submission. CNAT reserves the right to grant the required deadline extension, replying to the affected Bidder and communicating to the rest of Bidders the new applicable timeline, should it decide to extend the deadline.

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

4.2.5 All Bids submitted, including their drawings, documentation and any other data, shall become the property of CNAT and shall only be used for Bid evaluation and, in case of Contract / Order award, 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.

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

4.3. Content of the Bid

4.3.1. The Bid shall include a complete proposal for execution of Supply and be structured in six parts: a) Letter of Bid, b) Technical Part, c) Organization / Quality of the Bidder, d) Economic - Commercial Part, with and without prices, e) Operating Experience and f) Information on Counterfeit, Fraudulent and Substandard (CFS) equipment and spare parts.

a) Letter of Bid.

The Bid shall be accompanied by a cover letter including 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 judgment needed to formulate its Bid and perform the Supply, thus expressly accepting what is determined in each document received from CNAT.

- Similarly, the Bidder shall state that it is fully aware of all external constraints and legal limitations or requirements associated to the Supply, with a work plan submitted and adapted to the deadlines set by CNAT, as well as to those specific to the Station (e.g., time slot for provision of services referred to in Clause 6.2.7, or areas to be indicated by CNAT referred to in Clause 6.2.11) that may influence the performance of works, both technically and economically.
- List of the documentation submitted by the Bidder.
- Period of Bid validity, in accordance with the provisions of these General Conditions.
- Exceptions to the General Conditions and other conditions.

b) Technical Part.

This section shall compulsorily start with an assertion that all technical aspects within the Request for Quotation, are known.

The following items should be included:

b.1. Acceptance and Exceptions to the Technical Aspects

Acceptance of the Request for Quotation shall be indicated, listing exceptions (if applicable) with their appropriate justification and a reference to the corresponding Request for Quotation headings and sections.

Notwithstanding the provisions of Clause 4.3.2, technical exceptions not included in this section shall not be taken into account either during evaluation or the potential subsequent contracting.

b.2. Scope

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

It shall also include a planned or estimated manufacturing schedule, which shall be detailed as set forth in clause 6.6.2.3.

b.3. Supply Variants

This section shall include the services which by exceeding or modifying the Supply scope or specification indicated by CNAT in the Request for Quotation, constitute an alternative to the base Quote.

b.4. References

This item shall include Bidder references in Supplies similar to those which are the subject of the Bid.

b.5. Miscellaneous

This section shall include all information related to technical matters which does not fall under any of the points above-mentioned and which has been expressly referred to in the Request for Quotation or in any other document object of this request.

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This item may also include brochures and analyses which complement the technical description of work. Any forms and standards which the Bidder intends to use within its own organization, may also be included.

c) Bidder Organization / Quality

c.1. Organization, stating the following:

- Site Manager or Coordinator.
- Description of the organization involved in:
 - Appointment of the Site Manager or Coordinator.
 - Execution of the quoted Supply.
 - The functions of monitoring and coordination in the area of occupational health and safety.
 - Generic composition of staff who is to perform the Supply, indicating as appropriate:
 - Professional category.
 - Previous training.
 - Generic indication that Supplier workers have proven experience in the provision of Services and Supplies in similar facilities.

For this purpose, in addition to what is indicated in point c.2, the Bidder shall demonstrate that it has a valid industrial safety organization. Individuals with specific monitoring and control functions relating to occupational health and safety (industrial safety, coordinators of preventive activities, health and safety coordinator, etc.) must be able to accredit compliance with training requirements as per applicable legislation.

Likewise, in case the work or service to be performed involves the processing of personal data, the Bidder must be able to guarantee and accredit to CNAT that it has implemented the necessary security measures and complies with the requirements of Spain's General Personal Data Protection Regulation (Spanish acronym, "RGPD"), Spain's Organic Law on Data Protection and Guarantee of Digital Rights (Spanish acronym, "LOPDGDD") and any implementing regulations (collectively, **Data Protection Regulations**”).

- Work Experience
- Organization chart of the Service, Work or Project. Statement of up-to-date compliance with the payment of salaries and Social Security contributions.
- In case of work in the construction sector, a declaration by the Bidder stating the percentage of workers who hold an open-ended contract.
- In case construction or civil engineering works were contracted, the Bidder must accredit that it is inscribed on the Register of Accredited Companies and that it has and keeps the Subcontracting Logbook up to date and in order.

c.2. Training

The Bidder shall also accredit that it employs human resources with the necessary training in occupational health and safety so as to deal with risks inherent to the facilities and the work to be carried out. Such human resources shall also have specific training in works in which applicable legislation requires it.

c.3. Safety Plans and Measures.

In accordance with the provisions of the coordination plan for business activities in the area of occupational health and safety, and depending on the type of work, the Bidder shall make available to CNAT, in the appropriate format, the safety plans and measures foreseen during work performance (e.g., information on specific risks of the activities to be carried out; accreditation that a risk assessment was carried out; planning of preventive activities 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 the accident rate of the Bidder group or section engaged in the work offered or related work. This report shall be endorsed by the employer's mutual accident insurance company or by the company's in-house or joint OHS service, as the case may be.

c.5. Quality

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

In compliance with Spain's Royal Decree 1400/2018, dated November 23, which approves the regulation on nuclear safety at nuclear facilities, the supplier's quality system shall have:

- Written procedures for activities affecting quality.
- Where necessary, measures to identify purchased materials and to preserve the ability to perform their function (storage).
- Quality records evidencing compliance with requirements.
- An in-house audit program to verify compliance with quality requirements.

If required and prior to provision of the Supply, the Bidder shall submit an execution of Supply quality plan, detailing how it intends to comply with quality requirements.

c.6. Environment

Information on the provision of an environmental system, based on the requirements of the current ISO 14001 standard or similar. If the environmental management system is accredited



by a certification body, the following should be specified: certifying body, standard, certificate number and date of validity.

c.7. Protection of Personal Data.

If required, the Bidder shall provide evidence of compliance with Data Protection Regulation requirements prior to service provision.

d) Economic - Commercial Part.

This section shall be compulsorily opened after confirming knowledge of all the economic - commercial aspects included within the Request for Quotation.

It shall be issued in duplicate; one copy detailing the prices and the other without the prices offered. They shall include the following sections:

d.1. Acceptance and Exceptions to Economic and Commercial Aspects

Acceptance of the Request for Quotation shall be indicated, listing exceptions (if applicable) with their appropriate justification and a reference to the corresponding Request for Quotation headings and sections.

Notwithstanding the provisions of Clause 4.3.2, the economic - commercial exceptions not included in this section shall not be taken into account during the evaluation or possible subsequent award.

d.2 Offered Prices

In any case, the prices offered shall cover all items included within the Request for Quotation linked to the execution of Supply.

Pursuant to Clause 7.1.3, Bid prices shall be considered fixed and non-revisable, except as provided in Clause 7.1.3. for Supplies with a year-on-year performance term or as established in the Specific Conditions pursuant to Clause 7.1.7. The VAT rate applicable to the offered Supply shall be indicated.

d.2.1 Execution of Works and Services

The assessment 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 what was specified on the Request for Quotation.

d.2.2 Unless expressly stated otherwise, the prices for CNAT shall be understood to be net. If prices varied according to the quantity to be awarded, this should be expressly stated in the Bid.

d.2.3 Supply of Materials

The assessment of Materials Supply shall be made by unit prices and total prices, according to the breakdown specified in the Request for Quotation, including an individual assessment of 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 prices varied depending on the quantity to be awarded, this should be expressly stated in the Bid, subject to the provisions of Clauses 7.1.3 and 7.1.7.

d.3. Guarantees

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

d.4. Prices and Budgets of Base Quote Variants

It shall include the prices of scope modifications 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 which are not of a short duration, a schedule of monthly and cumulative payments shall be prepared on the basis of performance programs developed and based on the assessment of the work performed, or a schedule of milestone payments based on completion of specific activities.
- If Supplies are ordered on an administrative or unit price basis, they shall follow the regular invoicing process of monthly payment in arrears.

d.6. Delivery Terms and Conditions

In the case of Request for Quotations where documentation is required for approval, the Supplier shall break down the delivery time into two parts:

- Deadline to submit documentation for approval, upon Contract / Order receipt,
- Deadline to deliver Material or perform Works or Services once preliminary documentation has been approved (which, if applicable, shall be that specified in the Request for Quotation).

In the case of domestic Supplies, the terms of delivery shall be FCA Truck. Supplies of foreign origin shall be quoted in Euros and alternatively in foreign currency. In this case, the terms of Supply delivery shall be in accordance with the DAP section (Almaraz NPP or Trillo NPP) of Incoterms 2020. However, in any case, Contractual Documentation shall prevail over 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) Operating Experience

CNAT will conveniently value Bids which include an explanatory section on operating experience linked to the Supply offered. In this case the Supplier shall 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, implemented design improvements or maintenance practices.

In particular, the Supplier shall inform CNAT of the Operating Experiences referred to in Clause 6.3.10.

f) Counterfeit and Fraudulent Equipment and Spare Parts (CFC).

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

- a) Accredited or certify the origin and authenticity of products.
- b) Verify that the marks and labels from regulatory or certifying bodies or entities, are legitimate.
- c) Attest that original manufacturer recommendations to inspect and authenticate components or equipment, are being observed.
- d) Describe key, critical component characteristics so as to ensure a complete verification upon receipt.

In general, the Supplier shall inform CNAT of known incidents relating to CFC components referred to in clause 6.3.11.

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

4.3.3. Bidders shall verify the content of the Request for Quotation documentation, pointing out to CNAT any errors or omissions it may notice based on their own experience and, consequently, proposing the modifications deemed necessary to ensure correct performance.

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

4.3.5. Forms in which the Bidder sets forth its own standard terms and conditions, shall not be accepted under no circumstances as exceptions or variants.

4.3.6. The Bidder, as part of its Bid, shall indicate the work which, subject to the provisions of Clause 10, it proposes to subcontract,

as well as the names of the potential Subcontractors. In the particular case of construction work, the Bidder shall expressly indicate whether it authorizes Subcontractors with whom it enters into a contract, to in turn carry out successive subcontracts.

4.3.7. Clarifications to any of the Bid documentation parts 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 Bidder's Bid documentation.

4.4 Award of Bid

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

4.4.2. CNAT reserves the right to reject any part(s) of the Bid and to accept any Bid partially or in its entirety whenever it deems it to be of interest, without the Bidder having the right to claim as indicated in Clause 4.1.2.

4.4.3. Award formalization 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 Supplier representatives. In the cases deemed necessary by CNAT, award formalization 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 Contract / Order 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) could (a) award the Supply to any other Bidder whose Bid (as provided in Clause 4.2.2) has not yet expired or (b) start a new Request for Quotation process if all Bids have expired.

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

5 CONTRACTUAL DOCUMENTATION

Contractual Documentation, which governs the relationship between the parties to a Contract / Order, shall consist of the following documents once the Contract / Order is awarded:

- The accepted Contract / Order, which is the document formalizing the award.
- Special Conditions.

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- The Request for Quotation documentation indicated in Clause 4.1.1.
- Bid.

In principle, all the aforementioned documents shall be treated as complementary to each other, in such a way that what is agreed and stipulated in all of them constitutes the content of the award, which shall be interpreted through integration of all documents comprising it.

Notwithstanding the foregoing, in the event of contradiction between some of the documents making up the Contractual Documentation, the document which is listed first in the above-mentioned roster shall prevail.

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

6 EXECUTION OF SUPPLY

The purpose of the Contract / Order (as well as of the remaining Contractual Documents) shall involve the provision of Supply to CNAT which the Supplier provides under certain technical and quality specifications in exchange for a certain price and within a delivery period stipulated by the parties herein.

The Supply, together with its accessories and associated services, shall be upheld by the Supplier at its own risk and peril, with economic results being its exclusive responsibility, in accordance with the provisions of these General Conditions or, as the case may be, of the Special Conditions.

6.1 Scope

6.1.1 The scope of Supply includes all Materials, Services or Works specified by CNAT and indicated by the Supplier in its Bid, as well as those necessary to ensure a correct and complete performance, as indicated in the Contractual Documentation.

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

6.1.3 The Supply also includes the design, manufacture, tests, trials, painting, protections, appropriate packaging, special tools required, utensils and molds, as well as the drawings, reports, instruction and maintenance manuals, procedures, protocols, certificates, dossiers and any other document agreed upon or that good practice may suggest.

6.1.4 Likewise, in the case of repairs / calibrations, the scope shall include:

- The report detailing the damage and repair / calibration activities carried out, clearly and concisely describing the

initial state of the item to be repaired / calibrated and the work carried out to repair / calibrate it.

- The test / calibration certificate listing and detailing all checks carried out following repair / calibration activities.
- Report recommendations on future revisions to be made, storage conditions (if applicable), proper operating conditions, etc., associated to the repaired item.
- When so established, the Supplier shall issue an equipment failure root cause analysis within a maximum period of 15 days from the time the failed equipment is made available.

6.1.5 In the case of repair work affected by a scope variation with respect to what is stipulated in the Bid and Order, and if such affectation has an impact on the final price or on the delivery time, the Supplier is obliged to communicate this situation to CNAT urgently and in writing. This communication shall reflect the causes of this situation, as well as the specific economic consequences on the scope of the Supply and the new delivery time. CNAT has the authority to send an inspector to the Supplier's premises in order to carry out the appropriate checks for this purpose.

6.2 Supplier Organization

6.2.1 The Supplier shall provide the Supply of Works or Services with its own material and human resources, including managers, supervisors and / or team leaders, who shall be linked to the Supplier by a work relationship and, consequently, included within the Supplier's organizational and managerial scope, assuming all obligations and responsibilities which correspond to an employer, especially those arising from selecting, supervising and managing the work of its own employees.

The personnel assigned by the Supplier to the Works or Services contracted do not have, nor will have, any labor relationship with CNAT.

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

6.2.3 The Supplier shall communicate to CNAT the person designated to act as manager or person in charge of the Work or Service. Such person shall have the required technical qualifications and be the single point of contact with CNAT for all purposes related to contract performance, conflict resolution, etc., complying with the requirements specified by CNAT for this purpose in accordance with the Contractual Documentation or the law. This person shall be the only valid, exclusive point of contact with the person designated by CNAT for this purpose.

The site manager or foreman shall be responsible for the organization, management, supervision, monitoring and control of the activity carried out by Supplier workers, as well as for the



necessary coordination arising from the presence in the work area of other companies to which it has subcontracted an activity (such activity subcontracting should have been previously authorized by CNAT).

The manager or person in charge of the work or service shall be responsible to implement work under suitable 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 means and a sufficient qualification and training of personnel assigned to the contracted activity, in accordance with the Contractual Documentation or legality and commensurate with the risks inherent to the contracted Works or Services.

The Supplier shall have a refresher training plan for maintenance and professional recycling, as well as knowledge and aptitude induction training courses for newly recruited professionals assigned to the Supply activities to be provided to CNAT.

Similarly, the Supplier shall inform CNAT of the hierarchical chain of command established in terms of occupational health and safety, as well as of the person designated as Safety Coordinator, peer of the CNAT colleague.

When the Supplier operates within the Construction industry, it shall provide CNAT with the Technical Planning and Safety Plan for the work to be carried out.

The Supplier shall demand this same obligation to the Subcontractor with whom it may enter into a contract, especially considering that the Supplier is ultimately accountable for ensuring that throughout the subcontracting chain, the aforementioned obligation is developed in accordance with applicable regulations.

6.2.5 All Supplier employees performing the contracted work must have the corresponding accreditation showing that they are Supplier employees and that their company works for CNAT. Similarly, the Supplier shall ensure that a correct relationship is maintained with users, CNAT, official agencies and local authorities in order to preserve CNAT's image. Any significant incident in relationships with the aforementioned groups must be immediately reported to CNAT by the site manager, in accordance with the provisions of this clause, section 6.2.3.

6.2.6 At the request of CNAT, the Supplier, as promoter or planner in charge of the Work or Service, shall have a competent technician who draws up and signs the officially approved project, when this is legally required or has been foreseen in the Contractual Documentation.

CNAT reserves the right to ask the Supplier, at the end of works onsite, to provide the corresponding certificate of Works or

Service completion so as to confirm adherence to actual project requirements. This certificate shall be signed by a competent technician of the Supplier and may be used, where appropriate, to obtain administrative permits such as the commissioning of a piece of equipment or facility.

6.2.7 With the aim to ensure proper Work or Service supervision, CNAT shall designate a representative in accordance with the previously established conditions. Such representative shall be responsible for communicating to the foreman or site manager or service representative of the Supplier, who is also responsible for supervising contracted work, any anomalies observed, requesting additional information deemed appropriate. Likewise, CNAT's OHS service may supervise the industrial safety aspects associated to Supplier work, leaving written evidence of supervision activities and results.

The Supplier shall provide as many documents as necessary to prove compliance with current legislation on industrial safety and health monitoring, data protection, training, radiation protection, safety and environment, amongst other, 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, so as to ensure that the work or service is conducive to meeting the contractually foreseen timeline and implementation commitments.

6.2.8 The Supplier shall not be entitled to claim financial compensation in case any official provision or collective bargaining 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 to be able to submit the Bid according to the provisions of Clause 4.3.1, the Supplier shall be responsible for requesting in writing to CNAT and with sufficient time, the information it renders necessary at any time to ensure correct Work or Service execution within the agreed timeline and with the agreed quality.

6.2.10 If applicable, the Supplier shall be responsible and bear the cost (paying to CNAT the corresponding economic fee agreed), of maintenance, conservation, handling and transport of equipment, materials, installations, etc., provided or delivered by CNAT to perform the Contract, until CNAT receives the Works or Services in which they have been used. For this purpose, the Supplier must have and use their own necessary goods, which ought to be appropriate and in accordance with the provisions of Clause 6.2.1.

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

6.2.12 The Supplier shall ensure that all equipment (including computers), tools, transport options, safety material and other convenient or required elements, are available to properly perform the Works or Services, specifying the license it holds to use them (if they are not the owners), ensuring such license does not affect the contractual obligation undertaken and guaranteeing that the use of such equipment shall not infringe the rights of any third party. It shall avoid introducing any unnecessary combustible material into the Plant and, where appropriate, shall seek alternatives to the commonly used combustible materials. Similarly, the Supplier shall guarantee the adequate training of personnel operating it, as well as proper equipment operation, conservation and maintenance, being held accountable for any damage caused by improper use or abnormal operation. The Supplier shall keep a record of equipment controls carried out, as such records may be required by CNAT.

6.2.13 Upon total or partial work completion, the Supplier shall be responsible for ensuring housekeeping in the work area, making sure that both the facilities and accesses thereto are in proper safety conditions.

All 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 provided for in Clause 6.7.2.2, restoring the affected land and facilities to the state they had prior to work commencement.

If the Supplier fails to timely carry out what is foreseen in the previous paragraph, CNAT (without prejudice to claiming further applicable damages) may carry it out on its own account, passing the costs on to the Supplier.

6.2.14 For as long as Work or Service performance activities are ongoing, the Supplier shall establish the means necessary to guarantee Work or Service integrity and safety, and shall be responsible for any damage occurring during the Work and Service, as well as in the facilities, materials and equipment used to perform the Work or Service, if applicable.

6.3 Obligations of the Supplier

6.3.1 Work or Service performance shall include the necessary measures which the Supplier must adopt for work at the Station or at CNAT's headquarters in Madrid. This refers to measures which apply to the Supplier due to the location and nature of

Work or Service performance (see Annex 1 of Supplies performance requirements), in order to comply with its obligations in terms of occupational health and safety, environment, protection of personal data and other in-house CNAT requirements. It is the Supplier's responsibility to ensure that this is also observed by Subcontractors to which, if applicable, the Supplier has subcontracted part of the Work or Service. Even when the Work or Service is partially subcontracted, the Supplier shall still be accountable for ensuring that Subcontractors both provide the legally required documents and comply with the rights and obligations of workers in these areas, in accordance with current legislation.

The Supplier shall be responsible for safety conditions during the Work or Service performance period, as well as for compliance with regulations contained within applicable legislation and in the coordination plan for business activities in the area of occupational health and safety and other complementary measures potentially needed to properly perform the Work or Service.

Similarly, the Supplier guarantees that it has implemented the technical and organizational safety measures derived from Data Protection Regulations, including the procedures to manage and report security breaches to Spain's Data Protection Agency (Spanish acronym, *AEPD*), as well as to CNAT within 48 hours of becoming aware of the personal data protection issue. Furthermore, for security purposes, the Supplier should also guarantee that it has informed the workers performing the Work or providing the Service that their personal data has been transferred to CNAT so as to allow access to the facilities where the Work is being performed or the Service is being provided.

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

The Supplier shall comply with all legal or conventional labor regulations that may apply, as well as with occupational health and safety and social security provisions affecting Supplier workers. CNAT may at any time request from the Supplier, and the Supplier shall deliver to CNAT, copies of the following documents:

- a) Administrative permits allowing the Supplier to carry out the contracted activity, including the Business Tax registration or, if applicable, the payment receipt for the current annuity.
- b) Copy of legally required communications submitted to the labor authority (prior notice, communication of work center opening).



- c) Social Security registration forms for workers.
- d) Certificate from the Social Security (SS) agency of being up to date with SS payments, as well as an express statement that the Supplier does not benefit from any deferral agreement for debts with the Social Security. This is without prejudice to the provisions of Article 42 of Spain's Workers' Statute, with respect to the request for negative certification for uncovered payment of Social Security contributions.
- 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.
- g) Name-based list of Supplier's workers who will execute the Work or provide the Service in CNAT Stations, with individual data on their first name, last name, professional category, ID card number, Social Security number, address and type of employment contract binding them to the Supplier, as well as its duration. The Supplier 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 rendered by non-residents in the country.
- i) Information on worker registrations and cancellations within the group of employees performing the Work or providing the Service (this information shall be provided by the Supplier immediately or no later than the next business day, without waiting for CNAT to request it).
- j) When it is necessary to send to CNAT's health monitoring or dosimetry services any medical report or radiation dose measurement prior to performing the work or service, the original Assignment Document signed by each worker must be attached along with the requested documents, according to the model included in applicable CNAT procedures at any given time.
- k) Up-to-date social insurances, e.g., receipt of social security payments, nominal list of employees, etc.
- l) Copy of receipts for workers' salaries or certificate of wage payment, signed by the employees to accredit they received the money.
- m) When applicable, a Supplier declaration certifying that its Subcontractors are up to date with their salary, Social Security and occupational health and safety obligations.
- n) Economic and financial statements.
- o) Documentation required in the coordination plan for business activities in the area of occupational health and safety.
- p) Copy of the occupational risk assessment, the Supplier's industrial safety planning and the documentation accrediting the chosen OHS method.

- q) Accreditation justifying compliance with obligations in the area of workforce health monitoring.
- r) Proof of compliance with obligations in the area of personal data protection.
- s) Accreditation of aptitude, training and information received by Supplier personnel in aspects relating to occupational health and safety, so that they can adequately face risks inherent to the facilities and the work to be carried out, as well as the specific or generic training for any task in which current legislation or CNAT requires it.
- t) Accreditation that personal protective equipment has been provided to appropriate workers so that these can perform the Supply correctly.
- u) Supporting documents in which each Supplier, under the terms set forth in Annexes 4 and 5, acknowledges having been informed by CNAT and having received the necessary documentation, with the aim to ensure due coordination between concurrent companies in terms of occupational health and safety.
- v) Any other relevant documentation (e.g., labor, social security or tax documents, or 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 in which the current contract for provision of a particular work or service at CNAT's facilities is to terminate, and with the aim to allow potential bidders to have indicative information, should always provide information on existing personnel costs (both of Supplier and Subcontractors) or on the costs of workers carrying out the Work or providing the Service at that particular time, including salary costs, Social Security costs and other expenses attributable to recognized social benefits.

The Supplier warrants that the documents delivered to CNAT shall be true copies of 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 submit such documents or detected irregularities in those documents may result, until the situation is clarified, in the withholding by CNAT of payments for outstanding invoices and, if applicable, in CNAT terminating the Contract.

632 Work or Service performance shall be carried out in strict compliance with environmental legislation, and the Supplier shall adopt the necessary corrective measures to minimize any negative environmental impact.

633 When activities which are the purpose of the Contract are directly and intimately linked to power supply (which must be expressly stated in the Request for Quotation), the Supplier, who recognizes the fact that the aforementioned supply is legally

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declared an essential service, undertakes to inform this aspect to all those involved in contracted Work or Service performance, especially to trade union representatives and to Subcontractors, all with the aim to maximize their professional diligence and, as far as possible, try in special emergency circumstances to give preference to the requests received from CNAT over those received from other customers.

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

The means and equipment supplied by the Supplier and necessary to perform work in a controlled area, must be free of contamination or, if not, the levels of surface contamination (fixed and/or non-fixed) and radiation in contact should be perfectly documented. These documents must be available to CNAT's radiation protection department prior to their unpacking and use.

To the extent compatible with Station operation, CNAT shall, at its own expense, decontaminate equipment and tools used by the Supplier before they are returned to the Supplier or, if expressly agreed, support the Supplier so that the latter can decontaminate them at the Station.

In the event that decontamination to reasonable levels is not possible, the Supplier may choose, at its own expense, to transfer affected materials to its own facilities or to dispose of it as waste. In the latter case, CNAT will take care of such waste without incurring any additional cost or price.

The Supplier shall notify CNAT at least twenty (20) days in advance of the planned date of departure from the Station, of the existence of any package or container containing radioactive substances, tools or equipment. The transport of such package is subject to the scope of regulations relating to the transport of dangerous goods, which means CNAT does not accept to be charged by the Supplier for any rental or compensation cost for such equipment, tools or substances in case the competent authorities retained the package at the Station for whatever time necessary until compliance with the above regulatory condition can be ensured.

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

635 The Supplier shall keep documents and records of Structures, Systems and Components (SSC), delivered or provided to CNAT and related to nuclear safety or radiation protection.

636 The retention of documentation and records may be permanent, for the entire service life of the facility, or non-permanent, for a period of no less than five years.

637 Retention criteria and requirements regarding archiving conditions are established by the Spanish Regulator (CSN) in Safety Instruction IS-24, which regulates the archiving and retention periods of nuclear facility documents and records.

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

639 The Supplier shall be obliged to provide or facilitate the training of personnel performing the Work or rendering the Service in accordance with CNAT's training plans.

63.10 The Supplier shall inform CNAT, expressly and formally, of any relevant Operating Experience which may affect the Supplies included within the scope of the contract purpose, considering that the term Operating Experience refers to what is indicated in clause 4.3.1.e).

63.11 The Supplier shall inform CNAT of known incidents involving Counterfeit and Fraudulent Components or equipment (CFC).

6.4 Responsibilities

641 The Supplier shall be responsible to CNAT for compliance with current labor legislation on social security, extending such commitment to all complementary provisions that may come into force during performance of the Supply. The Supplier shall be responsible for compliance with tax obligations arising from Contract or Order development, especially those relating to personal income tax.

642 CNAT shall have no liability whatsoever in case the Supplier fails to comply with such legislation, with the exception of that which given legislation establishes in terms of solidarity or subsidiarity. In these cases, when labor authorities require payment to CNAT for acts or omissions of the Supplier, CNAT will charge back to the Supplier the amount paid by CNAT or, if possible, offset such payments in the pending invoicing.

643 The Supplier shall be liable (exempting CNAT from potential claims of any kind) for damage caused to persons, property or the environment due to work negligence and, in general, to any cause attributable to the Supplier, its personnel, its equipment or its possible Subcontractors, and shall repair at its own expense any damage or loss caused to CNAT or to third parties.

Specifically, in accordance with the provisions of the preceding paragraph, the Supplier shall compensate and hold CNAT harmless from any liability for any claim filed by third parties concerning the payment of costs, court fees or attorneys' or



lawyers' fees associated to lawsuits directly or indirectly related to provision of the Supply.

644 A strike considered a cause of force majeure in accordance with Clause 15.7.1 shall be exculpatory of the Supplier's contractual responsibilities.

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

645 The Supplier shall be responsible for the transportation of its workers from their usual places of residence to the Station, as well as for providing sufficient means for transportation of its personnel within the Station whenever needed.

The Supplier shall have at the Station, on a permanent basis, means of transportation to evacuate its personnel in case of emergency.

To organize this transport, the Supplier shall be responsible for knowing and complying with CNAT rules regarding access and circulation within the Station.

Transportation costs are considered to be included within the price rates stipulated in the Contract.

646 The Supplier shall be responsible for the truthfulness of personnel training data and for the information provided on the legal, labor, social security and occupational health and safety status of its employees. CNAT may require such status to be accredited.

6.5. Quality, Inspections and Testing

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

6.5.1. Quality Management

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

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

65.1.2 CNAT may require from the Supplier proof of compliance with contractual specifications on materials and equipment when these are specified in the Contractual Documentation, as well as proof that the Supplier is the owner of transferred objects and

goods, that these are transferred free of encumbrances and that the Supplier is authorized to transfer them. CNAT may reject any material and equipment not considered appropriate as agreed, without this being a justification for delay in the execution of works by the Supplier.

65.1.3 CNAT shall have the right, at all times, to be informed of the development of Supply to be carried out by the Supplier.

65.1.4 CNAT representatives shall have free access to the Supplier's facilities or work centers with the aim to verify and certify compliance with requirements applicable to the Supply under the contract, as established in the contractual documents. In that sense, the Supplier's site manager must be present and provide CNAT representatives with as much information as the latter deems reasonably appropriate. The exercise of CNAT's right to be informed does not release the Supplier from its obligation and responsibility to correctly perform the works.

65.1.5 If the Supply offered implies work on safety-related systems in the Plant, it shall be necessary to comply with the regulatory requirements of Safety Guide CSN-10.1 or any of its updates, and the Supplier must be approved by CNAT to perform the Supply.

65.1.6 The Supplier shall be responsible for performing the required analyses, tests and trials on equipment and materials, either at its workshops and/or at those of its Subcontractors, in line with Contractual Documentation.

65.1.7 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 "Organization/Quality of the Offeror" part 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 favor a proper follow-up of established manufacturing processes.

65.1.8 The final documentation dossier, which shall be paged and indexed and of a quality allowing perfect legibility and reproduction, shall be sent together with the Supply.

6.5.2. Inspections and Tests

65.2.1 CNAT may inspect the implementation of Works or the provision of Services at any time, and may carry out this inspection with its own personnel or through people or an entity it designates for this purpose through the site manager appointed by the Supplier.

65.2.2 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 administrative or common rules and regulations in good practice or agreed in the Contractual Documentation, and must inform



CNAT of their results, accredited with the corresponding certificates or protocols.

6.5.2.3 Without prejudice to the above rules, in the case of Contracts / Orders which are subject to quality control, the tests or trials 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 if they satisfy CNAT, shall not imply that CNAT approves that the Supplies of Works or Services comply with all agreed aspects and that they are to be accepted by CNAT, nor shall it exonerate the Supplier from any liability that may apply.

Furthermore, the recommendations or observations made by CNAT engineers or inspectors during contract / order performance or during inspections, tests or trials, do not exonerate or mitigate such liability, or excuse the Supplier from complying with all that has been arranged, unless expressly modified in writing and agreed 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, test or trial is not satisfactory, or if the Work or Service does not meet the agreed specifications or the established quality assurance conditions, CNAT may require the Supplier to redo, at its own expense, any work considered to be defective.

6.5.2.6 CNAT shall diligently endeavor to ensure that all inspections, tests or trials carried out do not hinder the normal performance of Work or Service. However, the requirement, time and conditions for the performance of 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 perform the final inspection and reception of each Work or Service in accordance with the provisions of Clause 6.7.2 and, if applicable, shall draw up a report of the result thereof, with the Work or Service not being rendered as complete until results are 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 Timeline

The period of time between the date of acceptance of the Contract / Order, Letter of Intent or other agreed milestones, as

applicable, and the Delivery Date shall be deemed to be the delivery period (hereinafter referred to as the "Delivery Period").

The date of delivery (hereinafter the "Delivery Date") shall be deemed to be the date mutually agreed upon by CNAT and the Supplier to actually deliver the Supply.

6.6.1 Deadlines to Perform Works or Services

The performance terms shall be those agreed upon in Contractual Documentation.

Partial works agreed in Contractual Documentation shall be performed according to the established schedule, being necessary for the parties to agree on the reception of other unscheduled works.

The Supplier shall proceed with the utmost diligence during Work or Service performance, in accordance with the Contractual Documentation applicable in each case. Furthermore, the Supplier is obliged to comply not only with the completion date set forth in 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 specific Work or Service characteristics, it is not possible for the Supplier to comply with such deadline. In such case, the Supplier must notify CNAT within two days following the communication of the Order, so that CNAT (without prejudice to claiming any applicable damages) may (a) accept the date proposed by the Supplier or (b) consider that the Order has been rejected and proceed in accordance with the provisions of Clause 4.4.4.

6.6.2 Material Delivery Deadlines

6.6.2.1 In the event that the Supply is ready for delivery before the Delivery Date, and CNAT does not wish the Supply to be shipped, storage costs until the Delivery Date shall be borne by the Supplier.

6.6.2.2 Partial deliveries agreed in the bid award shall be made according to the established schedule, and CNAT reserves the right to accept unscheduled, early deliveries by the Supplier when it deems 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 the Supply schedule before fifteen (15) calendar days from the Contract commencement date (unless the Supplier establishes another term). Furthermore, the Supply schedule shall also include at least the following activities with their updated dates:



- Submission of drawings, calculations, inspection procedures, instruction books and other Supplier documents for CNAT's approval.
- Stockpiling of raw materials and subcontracted parts.
- Planning of workshop manufacture and final testing.
- Transport and deliveries.
- On-site assembly.
- Preliminary and provisional acceptance tests onsite and final acceptance.
- Submittal of the final dossier.

The sequence of deliveries shall be logically related to an orderly assembly sequence.

6.7 Terms of Delivery and Acceptance

Delivery conditions shall be those set forth in section 4.3.1.d.6, unless otherwise specified in the Special Conditions.

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

CNAT's acceptance shall not be incompatible with the Supplier's responsibilities set forth in the Contractual Documentation, such as those due under the guarantee scheme.

6.7.1 Materials

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

6.7.1.2 The Supply property title and loss risk shall pass to CNAT upon delivery and acceptance of the Supply, unless otherwise provided in the Contractual Documentation.

6.7.1.3 Delivery shall take place, unless otherwise provided in the Contractual Documentation, at the time of physical receipt of the Supply at the plant warehouses or at CNAT's Madrid offices or at the warehouse of a carrier designated by CNAT (as applicable). In any case, Supply reception shall be accompanied by a signed delivery note or delivery document in order to be valid.

6.7.1.4 In addition to delivering the Supply, the Supplier shall include:

- Two (2) copies of the delivery note or delivery document, which shall at least state the following:
 - CNAT Contract / Order Number.
 - References assigned by CNAT to identify each Contract / Order item.
 - Number of packages shipped, indicating on each package the goods it contains.

The Supplier shall obtain and keep a copy of the delivery note signed by CNAT warehouse personnel 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 shall be written in Spanish.
- Special instructions for storage, packaging or handling where necessary, with the Supplier being liable for any damage caused to the Supply in case of failure to comply with this requirement.
- Any other Supply-related document to be submitted at the time of delivery thereof, as expressly agreed in the Contractual Documentation.

6.7.1.5 If a Supply, or part thereof, cannot be delivered for any 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 codes required by applicable laws and regulations, and in particular with the CE marking.

6.7.2. Acceptance of Work or Service

6.7.2.1 Once the Work or Service is finalized, the Supplier shall submit to CNAT a final report of 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 Work or Service completion, in order to verify whether the technical requirements and contractual obligations relating to performance and operation have been met, and shall proceed without delay to make the provisional handover and make it available to CNAT without prejudice to its right to claim any outstanding amounts.

If the verification carried out is satisfactory, the person in charge of CNAT's requesting unit shall endorse the provisional acceptance document issued by the Supplier.

Otherwise, CNAT shall record the defects or failures, as well as the deadlines (which shall be those agreed in the Contractual Documentation or, if not expressly provided for, shall be reasonable) in which such defects or faults shall be corrected by the Supplier.

Once the established deadlines have elapsed, the corresponding evaluations and tests shall be carried out. If satisfactory, the provisional acceptance document shall be endorsed and if not, CNAT shall again indicate the defects observed. At that point, CNAT may choose between terminating the Contract / Order due to non-compliance with the provisions of Clause 14.3, or granting a new and definitive timeline to the Supplier, which should correct the corresponding defects or faults.

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6.7.2.3 Final Acceptance: At the end of the warranty 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 expiration of such period, requesting final acceptance. If Work or Service condition is satisfactory, CNAT shall issue a final acceptance document. Otherwise, the Supplier shall correct the defects observed within the period indicated. If the period expires without the defects been corrected, CNAT may demand an appropriate compensation for damages, for which it may, where appropriate, execute the guarantees that may have been agreed.

6.7.2.4 Definitive Work or Service acceptance 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 also of Clause 8.2. and without prejudice to what is expressly stipulated between the parties, if any, in the act of definitive acceptance.

6.7.3 Packaging and Marking

6.7.3.1 All Materials supplied shall be properly packaged and protected by the Supplier to ensure their transport and handling in perfect condition to the place where they are to be delivered.

6.7.3.2 Packaging and protections shall be made in accordance with the requirements recommended by experience and good practice, and shall be suitable for each type of Supply. Likewise, they shall be duly marked, referenced and labeled for correct and easy reception, including 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 any damage resulting from defective or inadequate packaging.

6.7.3.4 In the Particular Conditions of each bid award, if applicable, specific Supply packaging requirements may be specified.

6.7.3.5 The Supplier undertakes to comply with its obligations in accordance with the environmental legislation in force, especially in aspects relating to the submittal of substance or preparation safety datasheets in Spanish, the correct packaging and labeling of products supplied, as well as the returnability of chemical containers, in those cases in which such chemicals are considered as a hazardous preparation as per applicable regulations.

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

6.7.4 Transport

6.7.4.1 Transportation shall be performed as set forth in the Contractual Documentation.

6.7.4.2 If it is at the Supplier's expense, the Supplier shall do so in the best possible conditions of safety and expediency.

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

- Oils and fats,
- Paints, inks (including toner), varnishes and solvents,
- Chemicals,
- Electric batteries, electrical and electronic devices,
- Computer materials,

In all cases the Supplier undertakes to remove empty containers corresponding to the Supplies contracted with the Supplier when CNAT places those containers at its disposal, with the Supplier being fully responsible for compliance with applicable transport regulations.

Similarly, the Supplier undertakes to remove waste from electrical and electronic equipment replaced by other equipment provided by the Supplier, in accordance with appropriate waste management practices established by current legislation.

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 behavioral guidelines that CNAT suppliers must observe in the performance of their professional activity and therefore in their relations with CNAT.

In any case, when the Supplier submits the Bid or accepts the Order, it expressly accepts the "Supplier Code of Conduct", which is available on CNAT's website and forms part of the Execution of Supply 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 of Conduct are communicated to and complied with by their employees and their own supply chains.

Violations of Code of Conduct provisions shall be analyzed in accordance with CNAT's in-house procedures and applicable legal regulations, and may result in legal consequences, including the termination of contract(s) signed with CNAT suppliers which do not comply with the Code of Conduct.

7. ECONOMIC CONDITIONS

7.1. Prices

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

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

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

7.1.2 In case CNAT deems it convenient, and when so requested through the agreed official channels to carry out any Work or Service not expressly foreseen in the Contractual Documentation or involving some variation of the Contract scope, and if such Work or Service price was not explicitly stated in the price schedule, the Supplier must agree in writing with CNAT on the execution of the new Work or Service, with the parties negotiating (and leaving written records) the new circumstances and the appropriate price based on the breakdown of other similar Work or Service for which there is a unit price. If, due to an urgent and objectively reasoned need and if so required by CNAT, implementation of the new Work or Service shall not be immediately subject to the price agreement, the Supplier shall commence Work or Service performance even before reaching that agreement, without prejudice to CNAT's obligation to pay a reasonable price for said new units.

7.1.3 Prices shall be considered fixed and non-revisable. However, for Supplies with a year-on-year performance term, revision clauses shall be established, provided they are expressly agreed.

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

7.1.5 In the case of Work and Service performance, the amount of materials whose supply is managed by the Supplier upon CNAT's request, shall be increased by a seven percent (7%) surcharge for management expenses on the net invoice of the supplier company.

For materials supplied directly by the Supplier or by any company within 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 Request for Quotation conditions, without prejudice to the negotiation foreseen in Clause 7.1.2, the Supplier shall be obliged to submit them in accordance with the scope, breakdown and definition determined by CNAT.

7.1.7 The Special Conditions shall establish both the price validity period and the price revision formula as 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 by Contractual Documentation in each case, indicating the activity carried out, the material means used and the names of workers assigned, and with the inclusion of the necessary remarks so as to ensure correct definition.

7.2. Billing

7.2.1 Upon acceptance by and satisfaction of CNAT with the entire Work or Service, as per the terms contained in Clause 6.7.2.3, the Supplier shall submit supporting documentation together with the invoice for acceptance by CNAT, under the terms provided in Clause 6.7.2.1. Works or Services shall be invoiced upon signature of the provisional acceptance document. Notwithstanding the foregoing, partial Work or Service certifications may be issued associated to the fulfillment of potentially agreed conditions or milestones. In such 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, as the case may be, the Particular Conditions.

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

- **ALMARAZ NUCLEAR POWER PLANT (CB), Spanish Tax ID (NIF) E-28418911.**
- **TRILLO NUCLEAR POWER PLANT (CB), Spanish Tax ID (NIF) E-28800043.**
- **CENTRALES NUCLEARES ALMARAZ TRILLO (AIE), Spanish Tax ID (NIF) V-82483629.**

In addition, invoices shall be free of scratches, amendments and / or illegible characters. If applicable, the provisions of Clause 7.3.3 shall apply.

7.2.4 Invoices shall include the following information:

- Invoice number and date of issuance.
- Supplier's name, tax identification number, company address and business registry registration number, if it is a legal person.
- Name and Corporate Tax ID of the entity in each case.
- Contract / Order Reference.
- Number, description, quantity, unit and total price of each line item.
- Net invoice amount.
- Applicable VAT and resulting amount.

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- Total amount of the invoice.
- Any information which is relevant for the purpose of complying with peremptory norms (especially tax obligations).

72.5 Unless otherwise agreed, invoicing shall be carried out only once, with the Supplier issuing a single invoice within a maximum period of no more than 30 days from fulfillment of the corresponding contractual milestone which, in any case, shall always respect fiscal invoicing regulations, as well as laws on measures to combat late payment.

72.6 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 return the invoice to the Supplier.

72.7 In invoices corresponding to associated supervision services, when applicable, the Supplier shall attach to the invoice the corresponding certifications of rendered services, duly certified by CNAT.

72.8 Invoices not complying with any of the requirements set forth above, or those that the Supplier issues without the supporting documentation being accepted, shall not be accepted and will be returned. Partial non-fulfillment of any of the established obligations shall be considered as non-fulfillment of the totality.

In any case, the parties shall cooperate in good faith to solve any problems that may arise in connection with the invoicing and collection of services provided by the Supplier.

7.3. Payments

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

73.2 Unless otherwise agreed, the effective date of invoice payment shall be 60 calendar days after the date of invoice registration at CNAT, following acceptance in accordance with clause 6.7.

These payments shall be made by bank transfer to a current account for which the Supplier shall have presented a bank certificate of ownership. In case CNAT accepts to make advance payments when so agreed with the Supplier, the latter shall be up to date with all contractual obligations, applying the discount expressly agreed upon.

73.3 Any corrections to be made to 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.

73.4 In case that during execution of the supply, the Supplier requests 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.

73.5 In the event that CNAT finds out that the Supplier is in breach of obligations that may give rise to joint liability, subsidiary liability or any other direct action 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 withhold all pending payments to be made to the Supplier for any item, 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 any situation from which CNAT could be held liable.

73.6 CNAT shall have the right to withhold and set off any amounts due to the Supplier, to the extent that the Supplier owes CNAT.

The right to withhold and compensate shall be exercisable as soon as the Supplier (after expiry of deadlines 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 damages resulting from such failure.

73.7 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 Contract / Order against the Supplier, expressly reserving the exercise thereof, without prejudice to the payment made.

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

7.4. Bank Guarantees

74.1 Unless otherwise agreed, all advance payments made by CNAT to the Supplier prior to the termination of the supply as indicated in 6.7, shall be covered by a bank guarantee on first or simple demand, with the costs of issuance, maintenance, cancellation, etc. being borne by the Supplier.

74.2 For the application of Clause 7.4.1 above, CNAT and the Supplier shall agree on the moment of bank guarantee lodging, which must be presented under the terms and conditions established. In any case, the bank guarantee wording must expressly indicate the following:

- Its irrevocable nature, excluding the benefits of division, order or excusion.

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- It shall be payable at CNAT's simple request.
- The guarantor shall be jointly and severally liable with the Supplier in case the guarantee is exercised.
- The validity period, in accordance with the agreed period or warranty.

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

744 In addition to the above, CNAT may require bank guarantees for the faithful execution of the contract, or a guarantee to cover the Supplier's obligations under Clause 8.2, which may be substituted by a bank guarantee at first or simple request, with the Supplier bearing the costs of issuance, maintenance, cancellation, etc. The amounts withheld shall be returned at the end of the guarantee period, which ought to be extended for the time stipulated in the Contract and, failing this, for the time stipulated in the first paragraph of Clause 8.2. in conjunction with 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 forms 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 delay-induced damages caused to CNAT can be quantified, CNAT may also cumulatively demand compensation for the damages caused, in accordance with the provisions of Spain's Article 1153 of the Civil Code.

7.5.1 Due to Non-Compliance with Training, Occupational Health and Safety, Radiation Protection and Data Protection Requirements

Failure to comply, at the reasoned discretion of CNAT, with specifications and standards for training, radiation protection and occupational health and safety, including personal data, may result in all or some of the following consequences, from the least to the most serious:

- Verbal or written warning to the Supplier.
- Partial or total stoppage of work until deficiencies are corrected and assigned work or service volume is reduced.
- Financial penalty due to non-compliance with obligations of a social, labor, 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. In such case, the amount shall be deductible from pending payments to the Supplier.

- Contract termination in the event of recurrence or when the rules infringed are particularly serious, as well as 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.
- As determined in the Contractual Documentation, a Supplier may also be penalized financially if it fails to notify CNAT of the following:
- Complaints regarding the work performed, raised by third parties.
- Incidents or accidents of its personnel occurring while carrying out work.
- Work incidents or a lack of communication thereof, when these refer to aspects derived from the *RGPD* and the *LOPDGDDD*.

7.5.2 Due to Failure to Meet Deadlines

Deadlines are an essential element of Contracts / Orders. If the Supplier does not comply with them, regardless of the possible Contract termination, it shall be obliged to pay CNAT, as a delay penalty, an amount equal to one and a half percent (1.5%) 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 carried out during refueling outage periods, 1.5% shall be applied for each day or fraction of a day of delay, on the program contractually agreed between the supplier and CNAT. The refueling outage period is understood to be the period between the moment when Almaraz Nuclear Power Plant or Trillo Nuclear Power Plant decouple from the electrical grid so as to commence nuclear fuel reload work and carry out other tasks (maintenance, inspections, tests, installation of new equipment, components, replacement of some equipment, etc.) and the moment when the plant recouples or reconnects to the grid; this period shall be communicated sufficiently in advance to the Supplier so as to duly schedule the Works or Services to be performed during such 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. In that sense, the total final price is understood to be that of the agreed Supply plus adjustments due to modifications, extraordinary works, price revisions, or any other cause.

7.5.3 Settlement of Penalties

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The amounts of penalties and compensations mentioned in this Clause 7.5 shall be paid in accordance with the provisions of Clause 7.3.5, deducting them from the payment of any issued invoice. In any case, the guarantee retention foreseen in Clause 7.3.6 shall cover the effectiveness of such penalties and compensations.

7.6. Taxation

7.6.1 All taxes, levies, duties, taxes and public prices to which Contract / Order performance gives rise, shall be covered and charged to the Supplier, except those corresponding to CNAT in accordance with the law.

In the particular case of Supply of Materials not originating in Spain, import duties, tariffs, taxes, levies, charges, permits and licenses, 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 paid by CNAT. In the case of these 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 exemption or tax benefit 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 in connection with the Supply, CNAT may deduct the amount of such benefit from the agreed price.

7.6.3 For the purposes of Article 43 of Spain's General Tax Law 58/2003, dated December 17, 2003, the Supplier is obliged to provide CNAT, before starting to perform Works and Services, with a certificate stating that the Supplier and / or its Subcontractors (in this case, before the Subcontractors start the subcontracted part of Work / Service performance) are up to date with their tax obligations, issued by the corresponding Tax Administration according to form 01C or one that replaces it.

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

In general, the Supplier, upon CNAT's request, shall make available to CNAT any documentation necessary to prove compliance with tax regulations, especially in cases when 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 CNAT has not received the aforementioned tax documentation and certificates from the Supplier and / or Subcontractors, valid and in force at that date, CNAT may suspend payments, without any claim by the Supplier (who shall

be responsible for its Subcontractors to waive, in the event of the situation described herein, any claim or direct action they may have against CNAT).

7.6.4 For Suppliers not residing in Spain and with the aim 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. WARRANTIES

The Supplier guarantees that the materials and equipment it supplied are original, authentic, and that they comply with agreed specifications, required standards and legal requirements. The Supplier also guarantees that materials and equipment it supplied shall be fit for the purpose for which they are intended and shall not have been previously used.

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

8.1. Property Guarantee. The Supplier guarantees:

- a) that all elements, materials, products, services and installations which are the purpose of the supply, shall be the property of the Supplier and be transferred to CNAT free of encumbrances.
- b) the transfer of the intellectual or industrial property necessary for correct use of supplied products and services.
- c) that it is lawful for CNAT to transfer such materials and elements to third parties.

If a breach of these guarantees is proven, the Supplier shall cooperate to the maximum extent possible with CNAT in defending the validity of the sale made and, in any case, shall be liable for any damages incurred by CNAT under the terms provided in the Contractual Documentation or, failing that, in the Civil Code.

The Supplier shall compensate CNAT against all damages, losses and expenses 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 damages and costs and shall arrange for the defense 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 item, 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 lawyers and attorneys to represent or defend it in lawsuits arising in this matter, and the Supplier shall pay all expenses, supplements and fees payable to these professionals.

8.2. Guarantee of Work and Service Performance. 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 certificate of Work or Service acceptance, without prejudice to the guarantee period stipulated in the Contractual Documentation and to the provisions for cases in which more extensive guarantee or liability periods are applicable by law (e.g., in accordance with the provisions of article 1591 of the Spain's Civil Code or article 17 of Law 39/1999, dated November 5, for building standards or in accordance with any other mandatory legislation). In such cases, the aforementioned guarantee period shall be understood as additional (not as substitute) to the legal guarantees.

Within the warranty period (conventional or legal), CNAT shall inform the Supplier of any deficiency observed in an 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 obtained corresponds to the requirements set forth in the Contractual Documentation.

8.3. Warranty for Obvious Defects. The Supplier guarantees, for a 3-month coverage period from the time of effective delivery of Supply, that in case of obvious defects CNAT could opt, at the Supplier's expense in accordance with Clause 8.11, to replace the Supply or reduce the price of the Supply.

The choice between the above mentioned alternatives and the exact moment to carry them out, shall be determined by CNAT after consultation with the Supplier.

8.4. Warranty for Hidden Defects. The Supplier guarantees, for a 3-year coverage period from the delivery of the affected part or component, that if hidden defects were detected, it would allow CNAT to opt, at the Supplier's expense in accordance with Clause 8.8, to repair, replace, adjust or modify any part or component.

The choice between the above mentioned alternatives and the exact moment to carry them out shall be determined by CNAT after consultation with the Supplier.

8.5. Guarantee of Performance and Compliance with Operating Parameters. The Supplier warrants that the materials subject of the Supply are suitable for their specified function.

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

If CNAT determines after Station testing that the Supply does not perform as contractually required, it may require the Supply to be replaced in accordance with the provisions of Clause 8.3.

8.6. Design Guarantee. In addition, in cases set out in the Contractual Documentation, the Supplier shall undertake to deliver a design guarantee for the time established.

8.7. Claim. The guarantees of Clauses 8.1 to 8.6 above shall apply to defects arising during the periods indicated, even if the corresponding claim is made after said periods have elapsed.

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

If the Supplier fails to carry out the required correction within a reasonable time period, 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 expenses incurred being for the Supplier's account.

The Supplier shall also be obliged to compensate CNAT for all damages caused by breaches of its obligations.

8.1 Warranty of Reconditioned Elements. If during the warranty period deficiencies occur that must be remedied by the Supplier, the time spent to repair, replace elements or conduct new work shall not be counted within the established warranty period. The part of the equipment, materials, works or services which underwent repair, replacement, adjustment or modification during the warranty period, shall be warranted again for a period equal to that originally established as of the date of CNAT's acceptance of such repair, replacement, adjustment or modification for the whole of the Work or Service.

8.2 Conditions for Implementing the Guarantee. Each of the guarantees mentioned in this Clause shall be conditional upon proper receipt, handling, storage and installation of the supplied object when these activities are not the responsibility of the Supplier, and upon compliance with the following three conditions:

- The items have been operated and / or maintained by CNAT in a normal and proper manner under competent supervision.
- The elements have not suffered, once delivered to CNAT, accidents caused by inappropriate use.

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- The use made by CNAT of the elements supplied was reasonable given their function or within the limits established in the Contractual Documentation.

8.3 Performance Guarantee. In order to respond to the necessary fulfillment of all guarantees given by the Supplier to CNAT, the amounts withheld, if any, or the agreed bank guarantee, as set forth in Clause 7.4 of these General Conditions, may be applied for such purpose.

9 INSURANCE POLICIES

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

92. Until the moment of delivery and assumption of the Materials loss risk or of the final acceptance of Works or Services by CNAT, the Supplier shall be solely liable for any damages that from any cause whatsoever, regardless of 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 not guaranteed by the insurance policies, in order to carry out the Supply in accordance with the obligations and responsibilities laid down in the Contract. The existence of insurance policies shall not exempt or limit the Supplier's obligations and liabilities under the Contract.

93. The Supplier shall bear at its own expense all the damages for which it is responsible, occurred in the development of the supply object of the Contract, whatever their nature and volume, with the exception of those covered by the policy(ies) contracted by CNAT in which the Supplier appears as insured, which shall be borne by the Supplier in the amount of deductibles established in the policy(ies).

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

- General **liability insurance** for Supplier activity in the Station so as to cover damages to third parties and consequential damages including liability for bodily injury, property damage, products, post-work, sudden and accidental contamination, as well as damage to third-party property in its possession or custody and operations performed, employer's liability and legal liability with a minimum insured sum of 2,000,000.00 EUROS. This compensation limit may be adapted (upon reasoned request by the Supplier to CNAT, and always subject to CNAT's acceptance) to the contracts depending on their relevance and amount.

- Unlimited third party liability insurance through the **compulsory and voluntary vehicle insurance**. This includes both vehicles owned by the company and those contracted to third parties as provided 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 where Works or Services are performed or to the place of delivery of Materials, including loading, unloading and intermediate transport operations, with a per-trip compensation limit of no less than the maximum value of 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 performance or the place of delivery.

- **Insurance for damage to construction equipment and machinery** rented, leased or owned by the Supplier, with a limit of no less than its replacement value as new. In the event of loss, and regardless of the cause (unless it is due to 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 this waiver of recourse.

- **Insurance covering the supplementary social security benefits provided for in the collective bargaining agreement.**

- **Work accident insurance and social insurances** for all workers assigned to the work, in accordance with existing legislation.

- **Civil liability insurance** to cover possible penalties arising from failure to notify the Personal Data Protection Agency of security breaches in relation to personal data and other deviations relating to compliance with data protection regulations.

- **Any other insurance required by applicable legal provisions** for the works 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 covering construction defects.

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

The Supplier shall keep the aforementioned policies in force from the day of acceptance of the first Order giving rise to the provision of Supply, until the actual delivery and



assumption of Materials loss risk or until the final acceptance Works or Services certificate is issued.

Notwithstanding the foregoing, the Supplier may take out any other supplementary insurance it deems necessary to fully cover its liabilities under the Contract.

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

96 In accordance with the provisions of Clause 6.3.1, the Supplier shall send to CNAT a copy of the contracted policies. It shall also submit any policy modification, renewal or cancellation that was established in accordance with the Contractual Documentation, as well as the receipts justifying payment of 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 canceling or altering insurance conditions, shall notify CNAT in writing, thirty days in advance.

b) The waiver of subrogation rights of insurance companies against CNAT or its partners with respect to each insurance policy. Pursuant to the provisions of Clause 6.3.1, and if requested by CNAT, the Supplier shall allow CNAT to examine the original policies or provide copies of such policies certified by the insurance company.

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

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

98 In the event of a loss, understood in its broadest sense, and without prejudice to existing occupational health and safety regulations and conditions derived from the policies taken out by CNAT, the Supplier shall immediately notify CNAT about the area where the loss occurred, whatever its nature and scope, and submit to the competent Labor Authorities, when required, a copy of both the Loss Investigation Report and the Loss Notification.

Similarly, the Supplier shall inform CNAT, within 48 hours of becoming aware of the event, of any security breach relating to personal data protection.

Failure by the Supplier to comply with this requirement would mean that the Supplier shall be liable for any liability or claim

against CNAT in case insurance companies deny, in whole or in part, payment of the loss as a result of late loss notification.

99 CNAT has contracted, among others, the following policies:

- **Civil Liability Policy for Nuclear Damage.**
- **Conventional Liability Policy.**
- **All-Risk Damage Policy for Nuclear Facilities.**

10 TRANSFER AND SUBCONTRACTING

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

For this purpose, 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 authorization to subcontract Supplies. Together with that form, the Supplier should attach documentation proving that the subcontractor is up to date with labor, social and tax obligation payments, and that it has implemented the security measures required by Data Protection Regulations, in the event that personal data belonging to CNAT is to be processed and, if applicable, documentation accrediting subcontractor qualification, as well as a description of activities to be subcontracted and their relation to Nuclear Safety and Radiation Protection, with mention of whether activities are to be carried out using CNAT procedures, main contractor procedures or subcontractor procedures. They shall also indicate, if applicable, subcontractor adherence to the main contractor's Quality Plan.

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

If any of the circumstances foreseen in letter a) of Clause 14.3.3 below should occur, the Supplier must formally notify CNAT, which reserves the right to terminate the Contract under the terms foreseen in Clause 14.3.

In the event that CNAT's authorization 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 Subcontractor activities, nor from the obligation to be responsible for Subcontractor's performance and compliance with the Contract in its entirety. In the case of subcontracted services authorized by CNAT, the Supplier shall be obliged to communicate to its Subcontractors and to ensure that these adhere to CNAT's instructions on the processing of personal data

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referred to in the following paragraphs and, in general, on the requirements and conditions set out 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 Contractual terms and to send CNAT, if requested by the latter, a copy of the contracts between the Supplier and each Subcontractor in which this is stated.

The processing of personal data by the Subcontractor must comply with CNAT's instructions set out in this document.

The Subcontractor shall also comply with the provisions on operational protection of external workers at risk of exposure to ionizing radiation due to intervention in a controlled area, ensuring such workers are registered with the Spanish Regulator (CSN), or any other registration that may replace or complement it.

In the case of a foreign Subcontractor, when applicable, it will have to prove in a reliable manner that personnel traveling to Spanish territory comply with all requirements established by Spanish legislation in labor and Social Security matters, bearing full responsibility for obtaining all the permits needed to perform services in Spain.

Without prejudice to the foregoing, CNAT may at any time inspect and monitor the work of Subcontractors and the fulfillment of their obligations. As for Subcontractors themselves, they are obliged to cooperate fully for this purpose (documentation, reports, free access to their facilities, etc.). The Supplier shall include in each of its contracts with Subcontractors, the obligation of each Subcontractor to cooperate with CNAT in order to facilitate CNAT's supervision and coordination work, including its obligations with respect to Data Protection Regulations, in accordance with the provisions of Clause 12.

CNAT, before paying invoices for 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 appropriate withholding in case of non-compliance.

The Supplier shall be liable to CNAT, and shall justify at the CNAT's request, compliance with labor, social, tax and any other obligations relating to the Subcontractors' personnel, especially those provided for in Clause 6.3.1.

The Supplier shall be solely liable to CNAT for the entire scope of the Supply, (especially in cases where CNAT may be jointly or severally liable to any tax agency or other authorities), together with the Supplier and/or its employees, suppliers or subcontractors, regardless 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) susceptible of being disclosed orally, in writing or by any other tangible or intangible means or support 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 enter into and / or the negotiations that the Parties have been holding for the conclusion and subscription of the Order or Contract and of these General Conditions.

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, Confidential Information shall be deemed to be any documentation and information: (i) marked or identified as such; (ii) identified in written form as Confidential Information by the Disclosing Party or its personnel; (iii) having commercial value; or (iv) not generally known in the market or industry.

The confidentiality obligation shall not apply to documentation and information for which the Receiving Party can demonstrate:

(i) That it was in the public domain at the time of disclosure by the Disclosing Party.

(ii) That, after having been disclosed to the Receiving Party, it was published or otherwise became publicly known or accessible, for a reason other than a breach by the Receiving Party of its confidentiality obligations under this clause.

(iii) That the Receiving Party has obtained the prior written authorization of the Disclosing Party 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 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 transfer and license regulated by the intellectual and industrial property clause below.

11.2. Supplier Obligations Relating to Confidential Information



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

- (i) Treat, preserve and maintain Confidential Information as confidential at all times, committing not to disclose or disseminate it, either directly or indirectly, in any form whatsoever to any third party, whether natural or legal person, without prior written authorization from CNAT. For these purposes, it shall be understood that the risk of Confidential Information theft, loss or misplacement is assumed by the Supplier, so that if the receipt of Confidential Information by third parties is due to any of the above causes, it shall be understood that the Supplier has breached these General Conditions or the Supply Contract or Order;
- (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 performance of these General Conditions or of the Supply Contract and / or Order and the negotiations for conclusion and subscription of such Contract or Order, as the case may be.
- (iii) To keep Confidential Information as well as any copies that may have been extracted from it in the strictest confidentiality and in a safe place, in order to prevent access to it by unauthorized third parties; and not to disclose, provide or authorize any advertising or announcement, with their own means or through any means of communication, without the prior written authorization of CNAT.
- (iv) Not to disclose to third parties (whether they are 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 to the extent necessary and expressly authorized by CNAT for performing these General Conditions or the Supply Contract or Order that CNAT and the Supplier may sign.
- (v) Inform CNAT immediately if it comes to its knowledge that the Confidential Information or any data related to it has come to the knowledge of unauthorized third parties.
- (vi) When Confidential Information is no longer necessary for the development, provision or performance 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, it is required to return or destroy, at CNAT's option and in accordance with CNAT's instructions, within the

period indicated, all documentary media, including computer media containing Confidential Information, without keeping any copies. It is required to return or destroy any compilations, notes, studies, memoranda and documents of any kind, as well as data of any type entered on any support or device, which have been prepared or used by the Supplier and which contain information or data related to Confidential Information.

These same confidentiality obligations shall extend to Supplier workers, employees, dependents and personnel, who must be perfectly identified, and each of them must sign a confidentiality agreement guaranteeing the maintenance of Confidential Information secrecy and confidentiality under the terms of these General Conditions or of the Supply Contract or Order signed by CNAT and the Supplier. In any case, the Supplier shall be liable, in any situation and circumstance, for any breach of 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 Obligations Regarding Confidential Information

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

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

- (i) its disclosure is necessary to perform these General Conditions or the Supply Contract or Order, as the case may be;
- (ii) the Confidential Information consists of equipment or components provided by the Supplier with the aim to perform the functions entrusted under these General Conditions or the Supply Contract or Order. In such case, CNAT may share, disclose or reveal 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, control systems, operations and, in general, CNAT's systems; or (b) attend maintenance operations and review or develop the technology underlying these components or systems.
- (iii) its disclosure is required by the Administration, the Spanish Ministry of Ecological Transition and Demographic Challenge or

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



the competent body or authority that replaces it or exercises equivalent functions in the future, the Regulator (CSN) or, in general, the corresponding competent agency. In case CNAT is legally obliged to make public all or part of the Confidential Information, CNAT shall inform the Supplier, whenever possible, of this circumstance and may share, disclose or reveal the Confidential Information to third parties (without limitation, consultants or engineers) in order to draft and prepare the reports and analyses that may be required by the corresponding competent authority.

11.4. Duration

The confidentiality obligation is of an indefinite nature and shall remain in force, even after the contractual relationship between the Parties has ceased, 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, the term “**Intellectual and Industrial Property Rights**” refers to all rights that under any applicable law are considered industrial property (among others, patents, trademarks, designs, topographies of semiconductor products), intellectual property (among others, copyrights, related rights, software and *sui generis* rights on databases) and trade secrets.

The ownership of Intellectual and Industrial Property Rights on the elements provided by each Party for the execution of services and the supply object of these General Conditions or of the Supply Contract or Order that, if applicable, CNAT and the Supplier sign, corresponds to the Party that provides them or, if applicable, to the third parties with which the Party 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 any kind.

The signature of these General Conditions or of the Supply Contract or Order does not imply an authorization to use the trademarks, trade names or other distinctive signs of the other Party. Thus, written approval shall be required prior to any use that the other Party wishes to make of such trademark, trade name or distinctive sign.

12.2. Ad hoc Work and Developments for CNAT

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 transfers to CNAT all rights, including Intellectual and Industrial Property Rights. The

foregoing transfer is made on an exclusive, irrevocable basis, with the right to transfer and sublicense and without time or territorial limits, and includes the right to reproduce, transform (modify or make products derived therefrom), distribute and publicly communicate (including the right to make them available to the public), for use in any medium, format, mode or system of transmission, communication or distribution, whether free of charge or for a fee, utilizing 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 appropriate. 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 to any other tool, platform, software or similar that the Supplier uses to perform the services or Supply, the Supplier grants CNAT a non-exclusive license, without territorial limitation, unlimited, free of charge so that CNAT may use the services which are the purpose of these General Conditions or of the Supply Contract or Order that they sign.

The Intellectual and Industrial Property Rights of any alteration, modification and/or development, procedural documentation, functional documentation referring to those rights which is made under these General Conditions or under the Supply Contract or Order that CNAT and the Supplier may sign, on the Intellectual and Industrial Property Rights of the Supplier or of third parties with which the Supplier 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 execution of services contemplated within these General Conditions or in the Supply Contract or Order entered into by them, needs to use elements over which the Supplier or any third party has pre-existing rights (the “**Pre-existing Materials**”) and includes such elements in the developments mentioned in this section, the Supplier shall notify CNAT of this circumstance and, in virtue of these General Conditions, undertakes to grant CNAT an unlimited, free, worldwide license so 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 a normal and correct performance of the General Conditions or the Order Contract or Supply and the activities that constitute the purpose of CNAT’s activity.

The Supplier, at no additional cost, undertakes to assist CNAT in an appropriate manner so that CNAT 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 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, even transferring them if applicable, all with a guarantee of ownership by the Supplier, and free of charges and encumbrances.

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

12.3. Wages

Remuneration for transfers, permits and licenses of Intellectual and Industrial Property Rights and of any other rights contemplated within this clause shall be understood to be paid as a lump sum in the price of the Supply Contract or Order, in case the Supplier and CNAT enter into such Supply Contract or Order, in which case they would be bound to its provisions. The Supplier shall not be entitled to claim from CNAT any additional amount of money or any other benefit for such transfer.

12.4. Representations and Warranties, and Liability of the Supplier

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

The Supplier shall hold CNAT harmless from any liability arising from any possible industrial property infringement that may be incurred by the Supplier, indemnifying and holding CNAT harmless for any damages, losses and costs arising from any third party claims. The Supplier shall also arrange for the defense 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 Supplies by the Supplier, does breach or infringe 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 who, in order to comply with the provision of the Supply must or may access absolutely necessary personal data owned by CNAT, shall be considered a data processor for the purposes of provisions within Data Protection Regulations. For the Supply, the processor shall carry out the following data processing operations on behalf of the controller: [structuring, consultation, storage]. The data concerned by the processing shall be [first names, last names,

address and zip code] and the categories of data subjects concerned shall be [suppliers, customers].

13.2. The Processor Shall Comply with the Following Obligations:

a) CNAT, as data controller, declares that it owns the personal data which was legally collected and that, by virtue of the Supplies contracted to the Supplier, it authorizes the Supplier to access and process such data, to the extent necessary to perform the Supply.

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

c) In case CNAT provides data access through its own information systems, and the Supply is carried out at CNAT's premises, Supplier personnel must sign the Non-Disclosure Agreement which is annexed to this document, the contents of which are attached as Annex 6 to these General Conditions.

d) In case remote access to CNAT's information systems is necessary for the provision of the Supply, it is strictly forbidden to incorporate such data to different systems or supports, and the Supplier undertakes to sign the aforementioned Non-Disclosure Agreement by all personnel with access to such 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 data processing, in accordance with the data protection regulations applicable at all times, with the aim to ensure personal data security, integrity, confidentiality and resilience in case the Supplier it has access to this type of data, and to avoid its alteration, loss, processing or unauthorized access. The security measures to be implemented by the Data Processor shall be, as a minimum, those included in the Annex of Security Measures.

f) The Supplier shall notify and describe in writing to the controller any security breach of which it becomes aware, and provide all relevant information so as to document and communicate such breach in accordance with Article 33 of the *RGPD*, 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 Supply framework to a third



party, not even for storage purposes, unless otherwise specified in the Contract for 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 controller, except with the prior written authorization of the controller and only for the provision of contracted Supplies. In case the controller authorizes the participation of a third party in the performance of the contractual relationship, the processor and the Subcontractor shall enter into a contract whereby the Subcontractor shall be subject to the same confidentiality and data protection obligations as the controller. If the Subcontractor fails to comply with any of its obligations regarding confidentiality and data protection, the processor shall be fully liable to the data controller for its compliance.

i) In case the data subjects exercise their rights of access, rectification, erasure, limitation of processing, data portability, right not to be subject to automated decisions or right to object to the Supplier, the Supplier shall immediately, and in any case within a maximum period of 24 hours from receipt of the request, transfer the aforementioned request to CNAT so that the latter can resolve it, within the timelines established by applicable regulations. In addition, the data processor undertakes to assist and collaborate with the data controller, to the extent that corresponds to the nature of the processing entrusted to it, in dealing with the claims and notifications of data subjects in relation to the exercise of the aforementioned rights.

j) The Supplier shall keep the personal data to which it had access due to the Supply performed, as well as any support or document on which they are contained, for as long as the such service is in force in accordance with the provisions of Clause 13 or because it is required by Law. At the end of the service, CNAT shall return or if necessary destroy such data or media, as well as any copy thereof, as instructed 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 Contract termination. In any case, the processor must deliver, at the request of the controller, a certificate certifying the deletion.

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

- Use the personal data to which they have access only for the purpose of this order. Under no circumstances may they use the data for their own purposes.
- Process data in accordance with data controller instructions.
- 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 controller.

- Maintain the duty of secrecy with respect to personal data to which it had access by virtue of this assignment, even after contract termination.
- Ensure that the individuals authorized 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 controller the documentation accrediting compliance with the obligation established in the previous section.
- Ensure individuals authorized to process personal data have the necessary training in personal data protection.

l) 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 security breaches of personal data under its care as soon as it becomes aware of it, providing all relevant information needed to document and communicate the incident.

At a minimum, the following information shall be provided:

- i. Description of the personal data security breach nature, including where possible the categories and approximate number of data subjects affected, as well as the categories and approximate number of personal data records affected.
- ii. Contact person's data for further information.
- iii. Description of the possible consequences of personal data breach. Description of measures taken or proposed to solve the personal data breach, including if applicable measures taken to mitigate the possible negative effects.

If it is not possible to provide all the information at the same time, and insofar as possible, the information will be provided as it becomes available without undue delay.

- Make available to the controller all information necessary to demonstrate compliance with its obligations, as well as to facilitate the implementation of audits or inspections by the controller or another auditor authorized by the controller.
- Assist the data controller in implementing the necessary security measures to ensure the confidentiality, integrity, availability and resilience of data processing systems and 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 technical and organizational measures implemented to ensure the security of processing.

m) The Supplier undertakes to comply with the obligations set forth in the Contractual Documentation and in the regulations in



force. The data processor shall be personally liable for any breaches incurred including, but not limited to, those arising from a breach of the data processor's obligations under the Contract, the General Terms and Conditions or the applicable regulations, and undertakes to compensate the controller for any damage or loss arising from the breach (including any damage, loss, expense and cost).

n) In the event that during the life of the Contract, and in relation to the processing that 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 processing and the information at its disposal. Similarly, the data processor shall support the controller in carrying out preliminary consultations with the supervisory authority, where appropriate.

133. Personal data owned by the representatives of the parties shall be processed by the other party, who shall act independently as data controller and shall use such personal data to fulfill the obligations set forth in the Contract and the General Conditions. These personal data shall be processed for the purpose of maintaining business relations, performing the Contract and the General Conditions, as well as the rights and obligations contained in these documents. The legal basis for data processing is the legitimate interest of the parties to maintain the business relationship and perform the Contract and General Conditions. This makes processing necessary for the provision of foreseen services. Each of the parties shall keep the personal data for as long as the business relationship is in force and, once terminated, to the extent that liabilities may arise for either party. Personal data may only be accessed by third parties who are legally or contractually bound to the parties for the provision of ancillary services needed for normal operation of commissioned services. None of the parties will carry out international transfers of 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 data, limitation or opposition to the processing of data, as well as the right of portability, by means of written communication to the address of the other party. They may also file a complaint with the competent supervisory authority.

134. The controller undertakes to comply with the following obligations: (i) to give the instructions it deems necessary to the processor; (ii) to comply with the notifications it receives from the processor regarding processing, security breaches and instructions given by the controller that, in the opinion of the processor, violate applicable regulations; and (iii) to ensure, prior

to and during the processing, processor compliance with data protection regulations.

135. In the event that inspectors from the Spanish Data Protection Agency should visit the data controller's facilities in order to exercise their inspection powers, the data controller undertakes to inform the data controller of this situation as far in advance as possible and, in any case, within 24 hours from receipt of the corresponding notification and to coordinate, where appropriate, the answers to be given to the above-mentioned Agency within the framework of the inspection.

14. CONTENTIOUS CLAUSES

14.1. Contract Performance

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

14.2. Contract Suspension

CNAT shall have the right to delay the execution of Supply for a determined period of time, with a thirty (30) day 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 case 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 have the right to terminate the Works or Services, as well as to be liquidated in accordance with the provisions of article 1594 of the Spanish Civil Code: However, prior to exercising such right, the Supplier shall negotiate with CNAT how the execution of Works or Services should continue until their completion, or to completely suspend them, so that the Supplier may not be unduly prejudiced, nor CNAT incur additional liabilities.

Subject to the availability of qualified personnel, and upon fulfilling pre-existing commitments and resolution of all other suspension or delay effects, the Supplier shall resume performance of Works or Services which were suspended or delayed for a period of less than twelve (12) months from the date of suspension or delay. The development schedules of Works or Services and their term of performance shall be extended for the period of time necessary to include the effects of any Works or Services scope delay or suspension. Compensation to the Supplier for the scope of 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 efforts to minimize such additional



expenses. The remaining estimates for the Works or Services shall be adjusted if necessary and as appropriate. All these adjustments shall be made as soon as CNAT requests resumption of 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. Contract Termination

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 Contract. Payment for work already completed, or in an advanced state at the time of the agreed termination, shall be negotiated between both parties in a fair and reasonable manner, considering the prices established 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 Resolution due to Actions of Third Parties

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

- a) Resolution in case that as a direct consequence of legislative, administrative or judicial decisions or due to the lawful requirement of an individual, the Station is shut down or the Station has to remain in a non-power generation state for more than 12 months, causing the execution of the contracted supply not to be necessary or possible.
- b) Resolution 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) Resolution 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 Spanish Commercial Code, or a merger with another company (regardless of whether the Supplier is the absorbing or the absorbed company), or in case of a global transfer of assets or liabilities (regardless of whether the Supplier is the transferor or the transferee) or the transfer of its registered office from one country 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 cases b), c) and d), any Party may enforce this resolution within 12 months after the change of shareholding, which must be communicated no later than 2 months after its occurrence.

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 individual) and shall in no case imply waiver of the rights that may correspond to CNAT with respect to a possible compensation for damages caused by such termination.

14.3.3 Resolution 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 Supplier being able to claim any compensation, in the following cases:

- a) Termination due to a Supplier breach of any of the Contract clauses.
 - b) Termination due to the Supplier transferring trade credits derived from the contracted supply in favor 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 credit rights generated in favor of the Supplier by virtue of the Contract may not be transferred to third parties (whether or not in the form of factoring).
- c) Termination due to Supplier non-compliance with its obligations of a social, labor, training, risk prevention and safety and personal data protection nature or for non-compliance with applicable technical requirements or the provisions required in these matters, as well as for repeated errors or defects or recurrent non-compliance with CNAT's instructions given under the terms of Contractual Documentation.
 - d) Termination due to the Supplier subcontracting the supply, in whole or in part, without the express authorization of CNAT.
 - e) Resolution in case that due to causes attributable to the Supplier, the supply is suspended, paralyzed, there is no continuity or due diligence in its performance, 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 failure to comply with the agreed supply completion period, with extensions exceeding those corresponding to the maximum penalty cap provided in 7.5.2 and with delays entailing some type of damage to CNAT.
 - g) For any other serious or repeated circumstance that entails a breach of the Supplier's contractual obligations or that prevents or hinders the execution of the supply (e.g. the case provided for in the last paragraph of Clause 6.7.2.2).



Upon receipt of the termination notice, the Supplier shall immediately suspend all supplies and shall not make any further requests for materials or services in connection with the Contract and shall use its best efforts to ensure a satisfactory termination for CNAT of all Orders or subcontracts that the Supplier may have placed. Furthermore, the Supplier shall thereafter limit itself, in agreement with CNAT, to carrying out the work needed to preserve and protect what was already done and the material and equipment in its possession.

CNAT shall proceed to reasonably assess the damages (if any) that 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.

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

- a) To suspend outstanding payments (including those related to another contract).
- b) To execute the constituted guarantees or other collaterals (including those related to another contract).
- c) To retain the Supplier's machinery and auxiliary means that the Supplier has been using to perform 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 performance of what the Supplier has failed to perform or is finding difficult to perform with the aim of fully complying with the contract.

14.4 Arbitration and Applicable Law

The parties shall make every effort to resolve amicably any dispute that may arise from Contract interpretation. Any differences or disputes arising from the Contract or agreements in relation to its performance, or any breach thereof shall be transmitted to the other party in writing, and shall be settled by out-of-court conciliation between both parties. Out-of-court conciliation shall be deemed to have failed as soon as one of the parties notifies it to the other party in writing.

In such a situation, either party may by written notice 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 resulting from Contract performance or interpretation, or directly or indirectly related to it, 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 arbitration and the appointment of arbitrators in accordance with its Rules and Bylaws.

Disputes concerning intellectual property ownership 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, Arbitration shall be conducted in Spanish and English.

Spanish law shall apply to these General Terms and Conditions.

15 OTHER PROVISIONS

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 of each party that appears in the Contractual Documentation (referencing the Contract / Order number and / or CNAT Request for Quotation number, indicating it in the "subject" of the notification transmission letter), 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 acknowledgment of receipt, understanding that the notification or communication was made on the date of such delivery.
- Certified mail (sent directly or by notary), understanding that it was executed on the date appearing on the acknowledgment of receipt.
- Registered fax service, with the date of delivery being that which is duly certified.

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

15.2 Revisions and Modifications

15.2.1 Supply of Works or Services.

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



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

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

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

15.2.2. Supply of Materials

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

CNAT shall propose in writing the aforementioned changes for 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 any variation which, in its opinion, affects the price, delivery time and other aspects included within the Contractual Documentation.

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

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

The Supplier may propose Supply scope changes with or without effect on prices or other Contractual Documentation provisions. The Supplier shall provide relevant information on such changes reasonably in advance of the final proposal of such changes. In any case, 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 those obligations are explicitly modified by the change.

15.3 Publicity

No reference to, description or use for advertising purposes, in whole or in part, of any of the Supplies, or the facilities owned by

CNAT, or its brand, may be made without prior written authorization from CNAT.

15.4 Language and Measurement Units

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

As for Contract / Order performance, it shall be in Spanish. However, CNAT may authorize the issuance by the Supplier of certain documents in other languages when deemed appropriate. In addition, by mutual agreement, English may also be used in certain situations.

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

15.5 Licenses, Permits and Authorizations

15.5.1 Each party shall obtain and maintain at its own expense any licenses, permits and authorizations required to fulfill its contractual obligations.

15.5.2 Each party shall provide the other with reasonable assistance in obtaining and maintaining such licenses, permits and authorizations. In particular, the Supplier shall provide CNAT with information and documents, such as drawings, diagrams, supporting calculations, etc., which may be required by competent agencies 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 As for the Supplier, it shall assume all liabilities arising from the economic activity of the Supplier and its Subcontractors, both at a company level and at an employee level. This liability shall include (but is not limited to) obtaining, maintaining, making any necessary changes and paying for any licenses, permits and authorizations required in connection to the execution of the contracted object. Similarly, the Supplier shall assume all responsibilities related to obtaining and holding documents and authorizations in relation to the provisions of both Spanish and European legislation with respect to training, special permits, social security and occupational health and safety. Furthermore, the Supplier is attributed the responsibility and management of all aspects mentioned in the previous sentence.

15.5.5 In cases of importation, both parties, regardless of the delivery condition established, shall obtain and maintain at their own expense any export and import licenses, permits and

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authorizations required by any governmental authority of their respective countries.

In any case, the Supplier shall procure and bear the costs of all export licenses at its 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 excusable, the date scheduled for completion of the supply scope or any part thereof shall be extended for a period reflecting the effect of such delay.

15.6.3 In any case, the causes of excusable delay are deemed to be those arising from force majeure as defined in Clause 15.7.

15.7 Force Majeure

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

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

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

- Earthquakes, tidal waves, catastrophic fires or floods officially declared catastrophic.
- Damages caused by armed groups or violently in time of war, sedition or riots.
- Legal strikes which exceed both the scope of the Supplier's company and / or its Subcontractors and whose termination does not depend on the decision of the Supplier and / or the decision of its Subcontractors.
- Nuclear incident.

15.7.2 In case one of the parties alleges force majeure to request the suspension of any Contract obligation, it shall inform the other party by means of a written report, as soon as possible, and in any case within seven (7) calendar days following its occurrence, detailing the causes and the start and end date, possible duration if it has not yet concluded, repercussions on the Supply and accompanying, where appropriate, any document to accredit the force majeure. The parties shall ensure all the necessary conditions to the other party so that the latter can inspect and verify the events occurred, as well as the consequences thereof, and shall meet as soon as possible to

agree whether the events are sufficiently serious 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 shall entitle CNAT to terminate the Contract without further notice.

15.7.3 In case of delay in Supply provision, the terms stipulated in the Contract shall be extended, at the most, to the extent of the delay suffered, and the performance of the other obligations not affected by the occurred circumstance, shall remain in force.

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

15.7.5 In case 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 case of any delay, interruption or non-compliance arising from these circumstances, CNAT is authorized 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-compliance.

15.7.6 In case of considerable delays due to force majeure, the Supplier and CNAT, as soon as possible depending on the estimated severity of the situation, shall meet as often as appropriate to agree on the necessary or suitable actions (including, where appropriate, the appointment of monitoring committees with representatives of both parties) to carry out the Works or Services, or to minimize the cost and delivery time.

The Supplier shall be 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 that covers the effects derived from the interruption or non-fulfillment.

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, an economic 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 15.7.4 shall apply.

15.8 Inalienability and Amendments



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

15.8.2 If any Contract term or condition is deemed invalid in any circumstance, the remaining terms and conditions shall be construed by omitting the invalid provision(s). Both parties shall analyze the spirit of the Contract and agree on its amendment to

implement, as easily as possible, the application of the invalid clause or application.

15.8.3 The fact that one of the parties does not demand the fulfillment of any of the Contract stipulations, or of any of the obligations derived from the Contract, shall not be interpreted in any way as a waiver of favorable rights granted by the Contract, nor shall it affect the validity of the Contract.



ANNEX 1

REQUIREMENTS FOR EXECUTION OF SUPPLY

The documents referred to in this appendix are Procedures applicable in CNAT. Such Procedures contain the particular requirements and demands to be complied with for the execution of a specific Supply.

REFERENCE	DESIGNATION	Almaraz	Trillo	Madrid
CE-A-CE-0201	Emergency headcount and personnel evaluation in case of emergency		X	
GE-PE-02.01	Personnel actions in case of emergency	X		
CE-A-CE-0205	Actions 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	Tool and equipment decontamination control		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 registration and deregistration		X	
DTR-28	Dose optimization program (ALARA program) applicable to Trillo Power Plant		X	
PS-CR-05.08	Application that external companies make of the ALARA plan to work in CNAT	X		
CE-A-CE-3400	ALARA evaluation of activities		X	
RH-60.03	PREVENTIVE AND PROTECTIVE MEASURES AT TRILLO NUCLEAR POWER PLANT		X	
GE-62.11	Training requirements in common CNAT subjects.	X	X	X
GE-SS-06.02	Training, information and instructions for contractors and external companies.	X		
GE-ESP-012	General Environmental Conditions for Implementation 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 implementation of works at CNAT	X	X	
GUIA-AT-004	General Conditions for REACH application in CNAT.	X	X	
GE-ESP-007	Specification of quality requirements for the provision of Station Services.	X	X	
GE-89. 01	Qualification control of contractor personnel.	X	X	X
GE-21.02	Service Control	X	X	X
GE.03.01	Software development process and customer service	X	X	
GE.03.02	User standards for security of information systems	X	X	
GUIA-AT-036	Application of Spanish Royal Decree RD 105/2008, which regulates the production and management of construction and demolition waste.	X	X	
CE-A-CE-3100	Access of firefighting brigades to controlled areas		X	

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REFERENCE	DESIGNATION	Almaraz	Trillo	Madrid
CE-A-CE-3101	Use of dosimeters in controlled areas		X	
CE-A-CE-3104	RP standards for dosimetry registration and deregistration		X	
CE-A-CE- 3110/01	RULES TO ACCESS AND EXIT THE CONTROLLED AREA, AND USE OF DOSIMETERS. RADIATION WORKERS AT TRILLO NPP		X	
CE-A-CE-3112	Use of general protections in controlled areas: transit areas and changing areas.		X	
CE-A-CE- 3110/02	Rules to access and exit the controlled area and use of dosimeters. Radiation workers employed by an official organization (CSN, EURATOM, IAEA, etc.), radiation workers in another facility, non-radiation workers and authorized visitors.		X	
GE-67	Integration of service company personnel to CNAT	X	X	X
GE-67.01	Control of personnel access to the headquarters	X	X	X
GE-67.02	Integration of service company personnel 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 linked to a project	X	X	X
GE-79.06	Coordination of health and safety in construction works not linked to a project	X	X	X
GE-79.03	Coordination of preventive business activities amongst concurrent companies in CNAT	X	X	X
GUIA-AT-060	Detection of counterfeit, fraudulent and substandard equipment and spare parts	X	X	
GE-22	Preventive control and analysis to detect the consumption of alcohol, toxic or narcotic substances.	X	X	
GE-22.01	Sampling and chain of custody for detection of alcohol, drugs and narcotic substances.	X	X	
GE-82.03	Medical requirements for personnel of contracted companies at CNAT.	X	X	X
GE-84	Procedure for attendance control	X	X	X
GE-ESP-029	Cybersecurity requirements for equipment purchases	X	X	
GE-ESP-030	Cybersecurity requirements for service provision	X	X	X
GE-79.01	Action procedure in case of work accident	X		
GE-79.21	Risk observation reports	X		
DGE-27.02	Supplier Code of Conduct	X	X	X



ANNEX 2

REQUEST FOR AUTHORIZATION TO SUBCONTRACT SUPPLIES FOR THE PERFORMANCE OF ACTIVITIES AT CNAT

COMPANY: _____

Contract / ORDER: _____

Supply Awarded: _____

Mr. _____, as _____ on behalf of the above-mentioned company,

requests authorization for the following subcontracting plan:

Subcontractor (company name / Tax Identification Code or Number)	Description of activity to be outsourced
Related to Radiation Protection or Safety	Yes <input type="checkbox"/> No <input type="checkbox"/>
Subcontractor qualification system. Attach supporting document (In case of a safety-related / RP-related activity, confirm that qualification is in accordance with UNE 73401, 10CFR50, Appendix B or KTA 1401).	
Are procedures required for the activity? (If appropriate, indicate who the owner is and the procedure approval / distribution system).	Yes <input type="checkbox"/> No <input type="checkbox"/> Owner: Approval / distribution:
Is adherence to the quality plan required? (Attach document if applicable).	Yes <input type="checkbox"/> No <input type="checkbox"/>

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

In....., on, 20.....

Signed:



ANNEX 3

TERMS AND CONDITIONS OF SUPPLY PROVISION

FOR CNAT

COMPANY _____

Request for Quotations _____

Supply _____

Mr. as

And on behalf of the company outlined. States:

- Having received and being familiar with the General Conditions of Supply (GE-ESP-010), the documents referenced therein and the above-mentioned requirements applicable at CNAT for execution of Supply and Request for Quotation. Agreeing 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 which, if applicable, have been expressly included in the Bid, in a specific manner, indicating the concept and reason for the exception so that it is known and taken into account by CNAT prior to the Bid evaluation process.
- That in case there are relevant Operational Experiences potentially affecting Supplies within the scope purpose, CNAT shall be expressly and formally informed.

In....., on....., 20.....

Signed:



ANNEX 4

INFORMATION DELIVERY FROM CNAT TO THE CONCURRENT COMPANY.

In _____ on _____, 20____

Concurrent company: _____

Address: _____

To the attention of: _____

As a result of the development of the occupational health and safety protection policy contained in Spain's Law 31/1995 on Industrial Safety (Spanish acronym, *LPRL*), the main objective of CNAT is to guarantee the health and safety of workers carrying out activities at its work centers.

On the other hand, according to article 24.1 of said *LPRL* 31/1995 developed by Royal Decree 171/2004, it is stated that:

“When workers from two or more companies carry out activities in the same work center, they must cooperate in the application of occupational health and safety regulations. To this end, the necessary means of coordination shall be established with regard to the protection and prevention of industrial safety hazards, informing their workers about them.”

In order to comply with the aforementioned:

The companythrough Mr./Mrs.

....., is provided with the information below regarding the work center.

- 1. Work center risks.**
- 2. Preventive measures in relation to the indicated risks,**
- 3. Instructions in case of fire.**
- 4. Instructions in case of emergency.**

If the activity to be developed by the concurrent Company is in a controlled area, it is necessary to submit:

- 5. Information on radiological risks and protective measures at the Nuclear Power Plant**
- 6. Specific training in relation to controlled area specificities.**



Please remember that this information must be taken into account during risk assessments and industrial safety planning of tasks carried out in the workplace and that they must also be transmitted to your workers.

Kindly send us a duplicate copy of this letter as acknowledgment of receipt of the documentation submitted.

Delivered:

Received:

Signed:

Signed:

(Full Name)

(Full Name)

Position:

Position:

Centrales Nucleares Almaraz-Trillo AIE (CNAT)

Company:



ANNEX 5

REQUEST OF DOCUMENTS TO THE CONCURRENT COMPANY

In _____ on _____, 20 ____

Concurrent company: _____

Address: _____

To the attention of: _____

As a result of the development of the occupational health and safety protection policy contained in Spain's Law 31/1995 on Industrial Safety (Spanish acronym, *LPRL*), the main objective of CNAT is to guarantee the health and safety of workers carrying out activities at its work centers.

On the other hand, according to article 24.1 of said *LPRL* 31/1995 developed by Royal Decree 171/2004, it is stated that: "When workers from two or more companies carry out activities in the same work center, they must cooperate in the application of occupational health and safety regulations. To this end, the necessary means of coordination shall be established with regard to the protection and prevention of industrial safety hazards, informing their workers about them."

To comply with the above and in order to maintain reciprocal information on industrial safety, below we list the documentation which must be sent to us in writing prior to starting the activity, with the aim of launching the coordination of industrial safety-related business activities:

- ✓ **Contact person** (name and telephone number).
- ✓ **List of personnel** (Excel document containing the "Single Admission Form" table sent via e-mail).
- ✓ **Risk Assessment of Jobs** to be performed at CNAT, including work center risks and preventive measures previously provided by CNAT for both the conventional and controlled areas, signed, dated and stamped by an occupational health and safety technician, who shall also provide their certificate of qualification.
- ✓ **Document of Delivery and Receipt of PPE** to each worker, signed, dated and stamped by each worker and their employer.
- ✓ **Document Certifying the Delivery of Information** to workers on both the specific risks of their activity and workplace, as well as those arising from concurrent business activities in the same workplace. Signed, dated and stamped by the worker and their employer.
- ✓ **Document Certifying the OHS Training** of workers who are to provide their services at a CNAT work center, reflecting the content and duration of their training,
which shall be sufficient, adequate and specific to the work to be performed at CNAT. Signed, dated and stamped by the worker and their employer.
- ✓ **Photocopy of the "FIT FOR DUTY" list of workers.**
- ✓ **Certificate of the appointed occupational health and safety technician or the worker designated as an industrial safety point of contact.** Signed, dated and stamped by the worker and their employer.
- ✓ **List of Work Equipment and Machines** to be used by the Concurrent Company in the work center,

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



EC declaration of conformity or adequacy to Spanish Royal Decree RD 1215/1997, documentation accrediting the revision of work equipment and machines according to the manufacturer's instruction manual (which must also be provided) and the authorization of use by your Company.

- ✓ List of machinery and / or power tools, usage authorization to workers issued by your Company, and when required, qualification document supporting the training required for their use, signed, dated and stamped by each of your workers and your employer.
- ✓ Document certifying the specific training when workers have to work at heights, in confined spaces, handling phytosanitary products, or using lifting equipment.
- ✓ Accreditation of worker training when lifting devices (platforms, mobile hanging scaffolds, cranes, etc.) are used, issued by the competent agency or authorized entity or, failing that, through an internal document of the Occupational Health and Safety Service of the company which employs the worker.
- ✓ License issued by the authority designated by each Spanish Region which accredits training on the handling of phytosanitary products by the worker.
- ✓ **Safety Datasheet** in case chemical substances are used.
- ✓ **Accreditation of the OHS Option of the Concurrent Company**, providing either the act of constitution in the case of an In-house or Joint Industrial Safety Service, or the contract or certificate in the case of an External Industrial Safety Service.
- ✓ **Occupational Health and Safety Organization Chart**, indicating and accrediting the qualifications of each manager.
- ✓ **Document Accrediting the Mutual Insurance Company that Provides Coverage for Occupational Accidents and Incidents to the Concurrent Company**, along with a list of health care centers closest to the work center and the emergency telephone number in case of an accident.

In the case of subcontractors, the Contracting Company shall ask the subcontractor to submit the risk assessment and industrial safety measures for the work to be carried out by the subcontractor at CNAT facilities, so that they can be included within the Contracting Company's OHS Plan.

Kindly send us **the duplicate copy** of this letter as acknowledgment of receipt of the documentation submitted.

Delivered:

Received:

Signed:

Signed:

(Full Name)

(Full Name)

Position:

Position:

Centrales Nucleares Almaraz-Trillo AIE (CNAT)

Company:



ANNEX 6

Confidentiality Document for Contractor Personnel.

CONFIDENTIALITY DOCUMENT

Tax ID Number
Full Name
Company

You hereby declare being aware and accepting the obligations specified below that affect your FUNCTIONS AND OBLIGATIONS by virtue of the Contract or Order that binds the company of which you are an employee with CENTRALES NUCLEARES ALMARAZ TRILLO A.I.E (hereinafter CNAT),

ACKNOWLEDGES:

That in accordance with the provisions of current legislation on the protection of personal data (art. 32 RGPD), CNAT has implemented security measures for access to personal data from automated and non-automated processing processes, in case the functions performed or the work carried out involve the processing of personal data, or of data related to technology and systems or simply your registration as a user of CNAT's computer system. In that sense, users commit to use the transactions for the exclusive purposes of management for which they are authorized and are obliged to maintain professional secrecy about all data or information known to them, being responsible for all access to computer or manual processing by means of their personal password and the access code provided.

That they are aware of the security rules affecting the performance of their duties and undertake to comply with and respect these rules in full, 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, shall give rise to administrative or labor liabilities, specifically those established in current regulations on privacy, as well as liabilities of any other nature, including criminal liabilities.

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

Jobs

1. Workstations shall be under the responsibility of an authorized user who shall ensure that the information they display cannot be visible to unauthorized persons. This implies that screens, printers and other devices connected to the workstation must be physically located in places that guarantee confidentiality.
2. When the person in charge of a workstation leaves it, either temporarily or at the end of their shift, they must leave it in a state that prevents protected data from being viewed. This may be done by means of a screen saver preventing the display of data. Work resumption shall involve deactivating the screen saver by entering the appropriate password.
3. In the case of printers, it must be ensured that no printed documents containing protected data are left in the output tray. If printers are shared with other users who are not authorized to access the processing data, the

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



person in charge of each workstation must 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. Repeal of this prohibition shall be authorized by the data controller, recording such modification in the Incident Log.
5. Workstations from which access to data is gained shall have in their applications and operating systems, a fixed configuration which should only be changed with the authorization of the security manager or by authorized administrators.
6. **Safeguarding and Protection of Personal Passwords.** Each user shall be responsible for the confidentiality of their password and, in case it becomes known by chance or fraudulently by unauthorized persons, they must register it as an incident and proceed to change it.
7. **Incident Management.** Any user who has knowledge of an incident, is responsible for reporting it to the system administrator or, if necessary, for registering it in the incident registration system. Knowledge and non-notification of an incident by a user will be considered as a fault against data security **by that user.**
8. **Management of Supports.** The media containing processing data, either as a result of intermediate operations of the application which 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 originated it and the date of creation. Media which are reusable and have contained copies of processing data, should be physically erased before reuse, so that the data they contained cannot be retrieved. Supports containing processing data must be stored in places to which unauthorized persons do not have access for the use of such processing data.
9. When processing data exits by means of electronic mail, it is necessary to ensure that emails are sent from an email address controlled by the security administrator, leaving record of these sent messages in the historical email address directory or in some other registry system, so as to know at any moment who was the recipient and the information contained in a sent email.
10. When 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 email, they must be encrypted to ensure they can only be read and interpreted by the recipient.
11. They must be recorded by email or network data transfer, so that their origin, type of data, format, date and time of sending and data recipient can always be identified.

DATE:

SIGNED:



Confidentiality Document for Contractor Personnel

CONFIDENTIALITY DOCUMENT

Tax ID Number:

Full Name

Company

I hereby declare that I am aware and accept the obligations specified below that affect my ROLES AND OBLIGATIONS by virtue of the Contract or Order that binds the company for which I work with *CENTRALES NUCLEARES ALMARAZ TRILLO*, A.I.E. (hereinafter, CNAT),

ACKNOWLEDGING:

That in accordance with the provisions of current legislation on the protection of personal data (art. 32 of Spain's General Register of Data Protection -*RGPD*- and art. 28 and following of Spain's Organic Law 3/2018 for Guarantee of Personal Data Protection -*PDGDD*-), CNAT has implemented security measures for access to personal data from automated and non-automated processing operations, in case the roles I perform or the work I carry out involve the processing of personal data, or of data related to technologies, systems, procedures, processes, equipment, technical and industrial developments or simply my registration as a user of CNAT's computer system. In that sense, I commit to using each and every one of them for the exclusive management purposes for which they are authorized and I am obliged to maintaining the professional secrecy of all data or information to which I have access or that I am aware of, being responsible for all access to computer or manual processing by means of my personal password or the access code provided. I also commit to maintaining the utmost secrecy about any exclusive property of CNAT and about any information to which I have access, whether it is considered confidential information or not, since such information may involve intellectual and/or industrial property rights of CNAT or third parties.

That I am aware of the security rules affecting the performance of my roles and that I undertake to comply with and respect these regulations in full, as well as the confidentiality obligations and secrecy 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 roles assigned and the lack of custody or secrecy of the personal access identification or of any document accessed, shall give rise to administrative or labor liabilities, specifically those established in current regulations on privacy, as well as liabilities of any other nature, including criminal liabilities.

AND AGREEING TO COMPLY WITH THE FOLLOWING CRITERIA IN THE PERFORMANCE OF MY ROLES:

Jobs

1. Workstations shall be under the responsibility of an authorized user who shall ensure that the information they display cannot be visible to unauthorized persons. This implies that screens, printers and other devices connected to the workstation must be physically located in places that guarantee confidentiality.
2. When the person in charge of a workstation leaves it, either temporarily or at the end of their shift, they must leave it in a state that prevents protected data from being viewed. This may be done by means of a screen saver preventing the display of data. Work resumption shall involve deactivating the screen saver by entering the appropriate password.
3. In the case of printers, it must be ensured that no printed documents containing protected data are left in the output tray. If printers are shared with other users who are not authorized to access the processing data, the person in charge of each workstation must 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 granted. Repeal of this prohibition shall be authorized by the data controller, recording such modification in the Incident Log.

5. Workstations from which access to data is gained shall have in their applications and operating systems, a fixed configuration which should only be changed with the authorization of the security manager or by authorized administrators.

6. **Safeguarding and Protection of Personal Passwords.** Each user shall be responsible for the confidentiality of their password and, in case it becomes known by chance or fraudulently by unauthorized 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 reporting it to the system administrator or, if applicable, 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 data security by that user.

8. **Management of Supports.** The media containing processing data, either as a result of intermediate operations of the application which 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 originated it and the date of creation. Media which are reusable and have contained copies of processing data, should be physically erased before reuse, so that the data they contained cannot be retrieved. Supports containing processing data must be stored in places to which unauthorized persons do not have access for the use of such processing data.

9. When processing data exits by means of electronic mail, it is necessary to ensure that emails are sent from an email address controlled by the security administrator, leaving record of these sent messages in the historical email address directory or in some other registry system, so as to know at any moment who was the recipient and the information contained in a sent email.

10. When 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 email, they must be encrypted to ensure they can only be read and interpreted by the recipient.

11. They must be recorded by email or network data transfer, so that their origin, type of data, format, date and time of sending and data recipient can always be identified.

12. Within the framework of service provision, all documentation, information, know-how, professional secrets and intellectual and industrial property rights owned by CNAT and/or third parties, of whatever nature and regardless of the medium in which it is found (hereinafter "Confidential Information") to which you have access will be considered as reserved and confidential information and will be subject to professional secrecy. The content of this Confidential Information may not be provided or disclosed, in whole or in part, to third parties without the express consent of CNAT, except as required by law, court or administrative authority. Similarly, it may not be used for any purpose other than the purpose of the contract signed between CNAT and the Contractor, nor may it be copied or reproduced without the express authorization of CNAT.

In the event that CNAT allows modifications to be made to the Confidential Information, it will be considered part of such information and, therefore, will belong to CNAT, which will be irrevocably assigned all title, rights, and interest in such modifications. In the event the service provision is terminated, the Confidential Information shall be returned to CNAT. The duration of this clause is established as indefinite.

13. The Contractor Company for which you work, by accepting CNAT's General Conditions of Contract, guarantees that it has informed its employees and collaborators about the confidential nature of all documents, passwords, systems and accesses used for service / supply provision and that it will be responsible for any damage that the activity or negligence of these may cause to both CNAT or other third parties involved.

DATE:

SIGNED: