

GENERAL CONDITIONS FOR THE PROCUREMENT OF WORKS AND SERVICES

- | | |
|---|--|
| 1. Scope of application | 19. Guarantees |
| 2. Contractual arrangements | 20. Bank guarantees and deposits |
| 3. Definitions | 21. Penalties |
| 4. Communications and language | 22. Termination |
| 5. Formalisation and contractual documentation | 23. Industrial and intellectual property |
| 6. Object | 24. Insurance |
| 7. Variation of the object | 25. Liability |
| 8. Prices | 26. Clause for labour law and health and safety conditions and obligations |
| 9. Price review | 27. Confidentiality and data protection |
| 10. Invoicing and payment method | 28. Environmental protection |
| 11. Execution | 29. Force majeure |
| 12. Transfer | 30. Applicable law and conflict resolution |
| 13. Outsourcing | |
| 14. Compliance with and accreditation of legal requirements | |
| 15. Quality Control | |
| 16. Inspection and Tests or Trials | |
| 17. Acceptance | |
| 18. Period of Execution | |

1. Scope of Application

1. These general conditions (the "**General Conditions**") govern the relationship between the company Regasificadora del Noroeste, S.A. or any of the companies in their business group ("**Reganosa**") and the Contractor for the procurement of Works and Services. They will be applicable to all the procurements that are established for this purpose. Any other conditions that the Contractor might invoke or have established will be excluded.
2. These General Conditions will form part of Reganosa's Requests for Proposals and will be available to the Bidders on Reganosa's website (www.reganosa.com). The Bidder shall explicitly express their acceptance of these conditions when submitting their Proposal.
3. Any exception to any of these General Conditions on the part of the Contractor will only be valid if it has been previously formulated in writing and accepted by Reganosa in writing.
4. Any exceptions to these General Conditions shall feature in the Order or Contract, and, if included, they will only be applicable to the said Order or specific Contract. The Contractor cannot extend them to other future Contracts or Orders.

2. CONTRACTUAL ARRANGEMENTS

1. The relationship between Reganosa and the Contractor for carrying out the Works or providing the Services is governed by the terms and conditions established in the Order or Contract as well as in the General Conditions.
2. In the event of conflict, contradiction, ambiguity or discrepancy between the General Conditions and the Contract or Order that might arise, the following order of priority will be applied: (i) the Contract or Order; and (ii) the General Conditions.
3. The invalidity of a clause or section in the General Conditions will have no bearing on the rest of the content, which will be applicable in its entirety.

3. DEFINITIONS

These General Conditions employ the following nomenclature:

1. **Contractor:** legal or natural person(s), or groups of them, whom Reganosa contracts to execute Works and/or provide Services.
2. **Contract:** a collection of formalised documents between Reganosa and the Contractor. They contain all the agreements for carrying out any Work or Service in those cases in which such agreements are not formalised through an Order. It will be made up of all the documentation that is expressly cited as an integral part of the contract, as well as these General Conditions and the amendments or changes, if any, agreed upon by the Parties.
3. **Technical Specifications:** a document and/or information with technical details where the features, attributes and conditions are defined for executing the Works or providing the Services.
4. **Works and Services:** these are the specific jobs and/or services for which the Contractor has been contracted by Reganosa and which are defined and specified in the Order or Contract.
5. **Bidder:** legal or natural person(s), or groups of them, to whom Reganosa addresses the Request for Proposals for the execution of an Order or Contract, and who submit the said proposal.
6. **Proposal:** a document created by the Contractor, which contains the conditions for providing the Services and/or carrying out the Works.
7. **Parties:** jointly Reganosa and the Contractor.
8. **Order:** a document issued by Reganosa that contains the agreements between Reganosa and the Contractor regarding the price, time frames and other conditions for carrying out any Work and/or Service and which includes these General Conditions.
9. **Period of Execution:** period of time in which the Contractor will make the Works and Services available to Reganosa, which are the object of the Order or Contract, in the conditions established in the Order or Contract.
10. **Request for Proposals:** a collection of documents through which Reganosa requests a proposal for the execution of Works and/or the provision of Services. This can include:

- * Notification of the invitation to make a proposal
- * A document of specific conditions for the bid
- * Scope and Technical Specifications
- * General Conditions for the Procurement of Works and Services

4. COMMUNICATIONS AND LANGUAGE

1. All communications or requests between the Parties relating to the Order or Contract will be made in writing and shall be signed by persons duly authorised by the sending Party. Additionally, for all those issues relating to the daily management of the Order or Contract, the Parties agree that email is a valid form of communication.
2. All communications, notifications or requests to Reganosa must be sent to the following address, unless indicated otherwise:

Reganosa
Address: Punta Promontorio, S.N.
15.620, Mugardos (A Coruña)
Telephone: + 34 981 93 00 93
email: aprovisionamientos@reganosa.com

3. All the contractual documents will be written in Spanish, Galician or English. In the event of uncertainty due to the existence of documentation in more than one language, the Spanish version will take precedence.

5. FORMALISATION AND CONTRACTUAL DOCUMENTATION

1. The Contractor shall complete the homologation process established on <http://www.reganosa.com/es/formulario-proveedor> prior to formalising any Order or Contract.
2. The formalisation of the procurement will be carried out through a Contract or Order made up of all the documents that are expressly cited as an integral part of it. This Contract or Order can be formalised by both parties signing it simultaneously or by the acceptance of the document created by one of the Parties and the other expressly accepting it. In the case of the latter, the Order or Contract will enter into force when the duplicate copy of the Contract or Order reaches Reganosa after being accepted and signed by the Contractor. No payment will be made before this moment.
3. In the event of Reganosa considering it necessary, prior to formalising the Order or Contract, a letter of intent will be sent, which will formalise the intention of both Parties to commit in the future and will allow the jobs to be started once the essential conditions of the Order or Contract are agreed.
4. Additions and clauses added to these General Conditions or to a Contract or Order will be interpreted restrictively within the scope of the change.

6. OBJECT

1. The object of the Contract or Order is the execution of the Works and/or provision of the Services that Reganosa entrusts to the Contractor who must carry them out in accordance with the Technical Specifications, document of specific conditions established for their definition and in accordance with the instructions that Reganosa gives to the Contractor; the indications featured in the plans and documentation provided and the conditions that are legally required.

Within the object of the Contract or Order, any additional provisions deriving from Law are considered to be implicitly included, as are the uses and good faith, and particularly those that are established in these General Conditions.

2. In addition to the execution of the Works and/or Services specified in the Contract or Order, its object comprises all activities, related or additional Works and Services that have not been expressly excluded by the Contractor and which are necessary and reasonably normal for the effective and complete execution of the Service and/or until delivering the Works executed or the complete assembly of the installation that is finished, in usable conditions and fully functional.
3. The object of the Contract or Order includes the following at the Contractor's expense and on their behalf as a non-exhaustive indication:
 - a) Quality plan
 - b) Managing and obtaining the visas, authorisations and required licences in order to comply with or fulfil the Contract, except for those that are legally the responsibility of Reganosa due to being the owner. In order for the Contractor to manage and obtain these, they shall provide Reganosa with whatever is required and is at their disposal.
 - c) The preparation of the schedule for the Works and Services in accordance with the established work plan.
 - d) Plan for waste management and the costs deriving from this, including transport, recovery and elimination.
 - e) The workforce required for executing the Contract or Order with all the costs and social security contributions generated by employing the workforce. This includes, among others, the costs of adopting health and safety measures, costs for personnel training and qualifications, transport and travel allowance, including those cases in which Reganosa modifies the working day. Also included is the payment of incentives and work bonuses that the Contractor considers necessary for meeting the agreed deadlines and the proper execution of the work.
 - f) The construction or placing of all the support installations; their maintenance, cleaning and surveillance during the execution of the jobs and their demolition or disassembly and the reconditioning of the site after completion.
 - g) The construction of the installations, the provision of the resources and the establishing of measures, mechanisms and services necessary for handling the health and safety of the on-site personnel in optimum conditions.

- h) The execution of the water and electrical energy channels required for the Works or the assembly from the connection points indicated for the supply of water and electricity as well as the construction and/or maintenance of the roads within the works' enclosure that might be required for connecting its installations, workshops, and site offices and locations in addition to conserving the public roads and highways used.
- i) The supply of all the materials, elements and equipment that must be incorporated in the installation and that Reganosa is not expressly obliged to provide, as well as the provision of all the supplies, scaffolding, machinery, consumables and tools that are necessary and suitable for correctly carrying out the jobs, including assembly, maintenance, operation, fuel and repair.
- j) Transporting all the materials, equipment, supplies and machinery that the Contractor must provide to the site.
- k) Accepting, unloading, appropriately storing, moving and handling all the necessary materials, equipment, tools and machinery on site, both those that the Contractor is obliged to provide and those that will be provided by Reganosa within the scope of the Contract or Order.
- l) The preparation and material execution of the jobs in all their phases, with their own personnel and material resources.
- m) Construction reviews.
- n) The execution of normal checks, inspections, tests and trials and those required by Reganosa in order to fulfil the object of the Contract or Order.
- o) Repairing, redesigning or effecting any modification that might be necessary, where appropriate, during the execution period for the Works or Services.
- p) Maintaining and conserving the Works and/or Services carried out or installations assembled until their provisional acceptance.
- q) All taxes and excise taxes that the Contract or Order is subject to or those that arise as a result of it, except for the Value Added Tax (VAT) or the tax that legally substitutes it.
- r) The insurance of the risks that the Contractor must have covered in compliance with the requirements in section 24 of these General Conditions.
- s) Preparing and submitting to Reganosa the documentation linked to the fulfilment of the Contract or Order such as the following, which does not constitute an exhaustive list: reports, studies, projects, approval certificates, inspections or reviews of installations and proof of transport and delivery of goods.

7. VARIATION OF THE OBJECT

1. In the event of unforeseen circumstances that justify a modification to the Order or Contract, Reganosa can order, at any time, the increase or reduction of the planned amounts or units of

work included in the Contract or Order, the omission of jobs, a change in quality, the modification of the quotas, alignments, position and size of the Works, as well as the execution of additional works or services that are not included in the Contract or Order, which are required in order to finalise the Works or in order to fully and effectively provide the Services.

2. The Contractor is obliged to accept the extensions, modifications and reductions mentioned in the above section as long as they do not collectively represent an increase or decrease of more than 20% of the price of the Contract or Order.

In the case of extensions, modifications or reductions, Reganosa, in view of the prices agreed in the Contract or Order, will decide whether to apply these, establish conflicting prices, set a lump sum, or take into account the prices by direct labour.

The new Period of Execution will be established by mutual agreement between the Parties upon the reasoned proposal from the Contractor. If said agreement is not reached, the initially set period will be modified in proportion to the increase or decrease of the price of the Contract or Order.

3. If the extensions, modifications or reductions proposed by Reganosa collectively represent a variation, either an increase or decrease, of more than 20% of the price of Contract or Order, the Contractor will be able to accept or reject them. In the case of the latter, the Parties shall negotiate in good faith the novation of the conditions applicable to the said Contract or Order. In the absence of an agreement between the Parties in a maximum period of fifteen (15) days from Reganosa notifying the Contractor of the corresponding extension, modification or reduction of the Contract or Order, it can be terminated to all intents and purposes.
4. No modification can be made to the object of the Contract or Order at the initiative of the Contractor without prior agreement from Reganosa. Any modifications made will not represent a variation in the price or in the Period of Execution or Delivery unless these variations were previously offered by the Contractor and accepted by Reganosa in writing. Reganosa's acceptance will not represent an alteration in the Contractor's responsibility in regard to the Contract or Order.

8. PRICES

1. Prices of the Contract or Order

1. The prices of the Contract or Order include everything that constitutes the object of it, as specified in section 6 of these General Conditions and how much the Contractor must contribute or carry out in order to fulfil it, without any exceptions other than those concepts or provisions that have been expressly excluded.
2. In accordance with the above, the price of the Contract or Order includes the following as a non-exhaustive indication:
 - a) Direct and indirect workforce.
 - b) Machinery and its personnel.
 - c) Amortization of machinery.

- d) Permanent and expendable materials, consumables, energy and water costs.
 - e) Transport of personnel, material and resources to and from the workplace.
 - f) Installation and authorisation of services.
 - g) Maintenance costs.
 - h) General costs and industrial profit.
 - i) Taxes and excise taxes that the object of the Contract or Order is subject to or those that arise as a result of it, except for VAT or the tax that legally substitutes it.
 - j) General costs caused by delays in the jobs.
 - k) Costs generated for the Contractor from reviews, scheduling, approvals and trials, control of materials, execution control, tests, receipts and other analyses.
 - l) Completely carrying out all the units and jobs in compliance with the Technical Specifications and other contractual documents.
 - m) Construction, demolition and removal of the on-site support installations, surveillance or storage of those made in compliance with occupational risk prevention legislation.
 - n) Costs of deposits, insurance, guarantees and financing, where appropriate.
 - o) Costs due to additional jobs deriving from delays.
3. The contractual prices are fixed and cannot be reviewed. Price increases above those established in the Contract or Order will not be admitted and nor will additions to them, except in the circumstances set out in section 9.
4. When an overall price or lump sum is established in the Contract or Order, this will include as many units of work, jobs or services that have to be performed in order to completely execute the object of the Contract or Order.

When unit prices are established, the total amount will be the result of applying these prices to the units of work or services that have actually been carried out.

2. Conflicting and direct labour prices

1. In the event of having to execute a unit of work or provide a service that is not set out in the framework of prices of the Contract or Order, the corresponding price will be determined by mutual agreement between Reganosa and the Contractor, upon the Contractor's duly justified proposal, based on the breakdown of costs of other units or services similar to the ones for which this unit price exists.
2. The negotiation of the conflicting price will be separate from carrying out the unit in question. The Contractor is obliged to execute it immediately after having received the order from Reganosa.
3. When it is impossible to reach an agreement for setting a conflicting price or in the cases in which Reganosa deems it necessary, the work will be done by direct labour. For this purpose, the Contractor will include the corresponding price scales for personnel and machinery in their Proposal.

4. The Contractor will be obliged to provide Reganosa with personnel and machinery by direct labour, so long as Reganosa deems it necessary.
5. In any event, work by direct labour can only be carried out upon an order to do so from Reganosa in writing, who will inform the Contractor of the personnel and machinery required with as much notice as possible.
6. The Contractor's own specialist tools will be included in the personnel costs, as well as the equipment required for correctly executing the jobs.

Unless the Parties agree otherwise, additional costs will not be admitted for transport, subsistence allowances or upkeep, even in the cases when the schedule is modified by Reganosa or due to applying any official regulation.

9. PRICE REVIEW

1. The prices will be understood as fixed for all the Works or Services. In the event of agreeing that the prices are to be subject to review, it will be an essential requirement that the polynomial formula(s) to be applied in each case are established in the Contract or Order in order for this review to be carried out.
2. The price reviews will be carried out once the definitive price indexes selected for the calculation have been published, which must be published periodically and officially.
3. When reviewing the prices, they can only be reviewed in regard to the contractual period of execution. Once this period has elapsed, only the part that was delayed owing to causes attributable to Reganosa will be reviewed.
4. To give rise to the price review, it will be an essential condition that the deviation resulting from the polynomial formula(s) applied exceeds 2% of the base price.

10. INVOICING AND PAYMENT

1. The invoices will be sent to Reganosa, detailing the description and amount of the services carried out and including, but not limited to, the following information and documentation in accordance with the legal requirements:
 - (i) Order number.
 - (ii) Contractor identification and code.
 - (iii) Description of the Works or Services, stating all the information required for determining the tax base.
 - (iv) The date on which the Works or Services documented were performed, or on which, where relevant, the upfront payment was received, as long as it concerns a date other than the invoice's date of issue.
 - (v) Certified copy of the delivery note or certification, if appropriate.

- (vi) All fiscal and commercial notices that are legally required.
- 2. The invoices that do not comply with the above requirements will not be accepted. Likewise, invoices whose descriptions, items or amounts do not coincide with those established in the Order or Contract will not be accepted.
- 3. For the invoices to be paid, it is essential that the Contractor submits the following documents to Reganosa:
 - (i) Duplicate copy of the Order or Contract accepted and signed by the Contractor.
 - (ii) The bank guarantees set out in section 20, or those that are established in the Contract or Order.
- 4. In all the phases of the Works and the Services, the payment of invoices will be on the condition of the Contractor complying with the rules established for controlling the quality of the Works or Services.
- 5. The due date of the invoices issued by the Contractor and therefore the effective payment of them, will be carried out in accordance with the conditions agreed between the Parties. In all cases it will be adapted to the current legislation at all times, and in the absence of this, in the maximum period that is legally in force. The payment will be made via bank transfer, once the invoice is due, the days established for this purpose and, if appropriate, the deduction of the corresponding deposit.
- 6. All payments made before the provisional acceptance will be considered advance payments to the Contractor towards the price of the Order or Contract, in accordance with the provisions in the Order or Contract.
- 7. The payment of the Price does not mean that Reganosa considers that the Contractor has correctly executed the Contract or Order. Nor does it relinquish any rights they might have under the Contract or Order in regard to the Contractor. Reganosa expressly reserves the right to exercise them, notwithstanding the payment made.
- 8. In the event that Reganosa determines that the Contractor is failing to comply with their obligations that could generate subsidiary or joint and several liability or any other direct action against Reganosa, regardless of whether or not the Contract or Order is terminated, Reganosa can retain all payments that are yet to be made to the Contractor for whatever purpose to the amount required to cover the said liability as soon as Reganosa becomes aware of such circumstances. These obligations could even be paid from this amount.

11. EXECUTION

When executing the Contract or Order, the conditions established in the following sections shall be complied with in addition to the requirements contained in the Technical Specifications, legal regulations and/or work regulations that might be applicable:

1. General

1. The management of the execution of the Works or Services contracted corresponds entirely to the Contractor, who shall issue the corresponding management and work completion certificates when necessary in order to legalise the Works executed.
2. The Contractor, and not Reganosa, is entirely responsible for the proper execution of the Contract and therefore they shall take as many actions as necessary in order to comply with the obligations assumed on their own terms.
3. The Contractor shall examine in detail and look for any defects, discrepancies or errors in the documentation, specifications or plans that Reganosa provides them with in relation to the Works or Services. The Contractor therefore assumes responsibility for such concepts.
4. If, during the course of the Works or Services, the Contractor realises that they need more information or documentation than that initially requested or contained in the Technical Specifications, they shall submit a written request to Reganosa, which shall be approved before supplying information. Under no circumstances can the right to request additional information give rise to an extension of the Period of Execution of the Works or Services.
5. When executing the Contract, the Contractor will comply with the terms and conditions set out in the Technical Specifications that are fixed and completed as established in section 6 and in accordance with good faith and the best practices that are generally accepted in the sector.
6. The Contractor commits to respect the principles of the United Nations Global Compact and the rights recognised in the Universal Declaration of Human Rights when performing their activities, whether carried out by their own personnel or by their subcontractors. Additionally, the Contractor will comply with all the regulations relating to sustainability and ethical behaviour that are currently in the legislation and in Reganosa's internal practices (the Ethical Code and Code of Conduct in particular). Likewise, the Contractor commits to allow Reganosa to carry out any verification activities considered appropriate in order to check the degree of compliance with the previously mentioned requirements and to implement any corrective action that might be decided upon.
7. The Contractor is obliged to keep Reganosa informed at all times of the execution of the Order or Contract. This includes informing them of any incidents that arise while carrying it out, providing them with the progress reports and diagrams, reports on visits from their own inspectors, suppliers and subcontractors and any other similar data or information that might reasonably be required of them.
8. In the event of the Contractor not complying with any of their obligations in accordance with the provisions of the above sections, Reganosa can reject the Works, Services or provisions carried out and order the Contractor or a third party to carry them out again. This can occur as soon as Reganosa becomes aware of these circumstances and as long as there are objective reasons to do so. The costs of this will be met by the Contractor and Reganosa will be free from all costs or payments, even when the amount is greater than that established by the Contractor. Reganosa does not have to wait for the Works or Services to be finished or for the termination of any contractual periods, whether partial or final, in

order to take this action. Any costs arising as a result of carrying out the Works or Services again can be deducted from the amounts Reganosa owes to the Contract for any reason.

9. The Contractor providing the Services or carrying out the Works in Reganosa's installations is obliged to keep an on-site representative present in these installations during the whole period for carrying them out. This representative will have full decision-making powers in both technical and financial aspects, in terms of applying the health and safety legislation in the workplace and environmental legislation. Reganosa reserves the right to reject this on-site representative, while the works or services are being carried out, when there is a justified cause. The Contractor must then replace them in a maximum period of ten (10) days.
10. Reganosa's representative has the broadest supervisory powers for the jobs carried out on their Sites or installations. Their instructions will have immediate effect, without prejudice to the Contractor's right to challenge them later. These duties and powers include the power to require the Contractor to increase the machinery, ancillary resources and personnel employed in the provision of the Services or execution of the Works, or make variations, substitutions or reductions to them when Reganosa deems it reasonably necessary in order to comply with the Period of Execution established in the Order or Contract.
11. The Contractor or their representative's failure to comply with Reganosa's instructions, issued in light of the object of the Contract or Order, will be considered included in paragraph b) in section 22.1 when this failure to comply is repeated or it concerns instructions relating to the good outcome of the Contract or Order.
12. The performance of jobs or Services by direct labour can only be effected by the Contractor if this is provided for in the Contract or Order.

2. Quality Control

In addition to the quality control conditions set out in the Technical Specifications, the Contractor shall meet the requirements established in section 15.

12. TRANSFER

1. The Contractor cannot transfer or relinquish, in whole or in part, the rights and obligations arising from the Order or Contract, without prior and express authorisation in writing from Reganosa.
2. Under no circumstances can the Contractor transfer the rights and credits derived from the Contract or Order to third parties. Nor can they carry out any other operation that represents a provision on account of any certificate, tax, obligation and/or transaction, either in whole or in part, over the mentioned rights and credits. This is unless Reganosa's express agreement has been obtained beforehand in writing for each operation.

13. OUTSOURCING

1. The Contractor cannot partially or wholly subcontract the provision of the Services or the execution of the Works that are the object of the Contract or Order without prior written approval from Reganosa.

2. Under no circumstances can a contractual relationship be inferred between the subcontractors and Reganosa. In regard to Reganosa, the Contractor is always responsible for all the activities of the said subcontractors and the employment and contractual obligations deriving from the fulfilment of their work.
3. In the cases of outsourcing, the Contractor commits to obtain prior acceptance from the subcontractor of their obligations that derive from all the contractual conditions in regard to Reganosa.
4. Notwithstanding the above, Reganosa can, at all times, inspect and monitor the Works and Services provided by the subcontractor and the compliance with their obligations. The Contractor is obliged to provide them with the subcontractor's full cooperation that might be reasonably necessary for this purpose (including, but not limited to, submitting documentation and reports, as well as open access to their installations).
5. The Contractor shall require the subcontractor to comply with the same legal, labour and safety conditions established by Reganosa. It is essential that the documentation indicated in clause 14 is submitted.
6. The Contractor will indemnify Reganosa against any claim that the subcontractors could formulate in relation to the Contract or Order, compensating them for all costs or payments that, where appropriate, they are obliged to make as a consequence of the said claims, including legal defence and procedural claims.
7. In the event of court or out-of-court claims from a subcontractor, Reganosa will have the power to retain the amount claimed by them from the amounts Reganosa owes to the Contractor.

14. COMPLIANCE WITH AND ACCREDITATION OF LEGAL REQUIREMENTS

1. When executing the Contract or Order, the Contractor will employ personnel from their staff and will assume, in general, the obligations established in the current legislation for the main employer, completely indemnifying Reganosa, and, in particular, in the regulations in terms of labour law and occupational health and safety provided for in clause 26 of these General Conditions.
2. All personnel assigned to the Works or Services contracted will have to be qualified to execute them, performing them with full responsibility.
3. The Contractor explicitly states to be up-to-date with the payment of salaries and Social Security contributions in regard to the personnel on their payroll. This includes the periods prior to the date of the Contract or Order.
4. The Contractor will declare that they are in possession of the professional documentation issued by the Administration, which enables them to practice the activity that they carry out.
5. The Contractor will accredit the compliance with any legal requirements by submitting the documentation requested by Reganosa or that which is detailed in the document of specific conditions for the bid. The requested documentation shall: (i) be submitted along with the Proposal. Its submission will be an essential condition for the Proposals to be considered and

to participate in the evaluation and adjudication, and (ii) be updated at least one (1) week before the Contract or Order is signed, unless another time frame is arranged.

6. If there is documentation missing, or in view of the information contained in it, Reganosa can delay or suspend the adjudication of the procurement and the signing of the Contract or Order.
7. When the Contractor is a temporary employment agency, they shall submit the documentation indicated below along with the Proposal and the documentation referred to in the points above:
 - (i) Certificate issued by the Provincial Department of Employment and Social Security, or a body that substitutes it, accrediting the administrative authorisation granted to the temporary employment agency in order to provide Reganosa with workers employed by them on a temporary basis.
 - (ii) Certificate issued by the Provincial Department of Employment and Social Security, accrediting the financial guarantee required by Law 14/1994 or the regulation that substitutes it for temporary employment agencies.

15. QUALITY CONTROL

1. The Contractor shall have a quality assurance system implemented in accordance with the UNE EN ISO directives, certified by a duly accredited certification authority.
2. The Contractor is obliged to comply with the quality control conditions that Reganosa has established for Works and Services, which they will be informed of.
3. Before starting the execution of the works, the Contractor will submit a quality control plan to Reganosa. This plan will include an inspection points programme as well as an account of applicable procedures and operations. These documents will be adapted to the content required for each one of them in the necessary conditions in accordance with the modifications carried out by Reganosa.
4. During the execution of the Contract or Order, the Contractor will strictly and rigorously comply with what is established in the Quality Control Manual and the Quality Control Plan approved by Reganosa, who reserves the right to carry out the necessary audits in order to confirm compliance.
5. On concluding the execution of the Contract or Order, the Contractor will submit a final quality control report to Reganosa, when required to do so. The contents of this report shall also be adapted to what is established in the mentioned quality control conditions.
6. Compliance with Reganosa's quality control conditions does not absolve the Contractor, under any circumstances, from their liability for incorrectly executing the Work or Service contracted

16. INSPECTION AND TESTS OR TRIALS

1. At any time, Reganosa can inspect the execution of the Works or Services as well as the materials that the Contractor might use while carrying them out. This inspection can be conducted by their own personnel or through a person or entity designated for this purpose.

2. Without prejudice to Reganosa's right of inspection, the Contractor is obliged to carry out, at their own expense, all the tests, reviews, verifications and trials agreed upon, as required by the administrative rules and regulations or those that are generally accepted as good practice in the sector. Unless agreed otherwise, the Contractor must notify Reganosa in writing of the date when these will be carried out at least seven (7) days in advance and the results of the tests or trials carried out must be accredited with the corresponding certificates or protocols.
3. Unless Reganosa has expressly authorised it in writing, or seven (7) days have elapsed since the Contractor announced it, also in writing, the Contractor cannot initiate a construction or assembly phase or stage without having satisfactorily verified the tests and trials that were required beforehand.
4. Without prejudice to the above rules, at all times the tests or trials will be carried out in accordance with the inspection points programme approved by Reganosa for the Contractor.
5. Even if the inspections, tests or trials are carried out to Reganosa's satisfaction, this does not mean the object of the Contract or Order complies with the whole agreement and must be accepted by them. Nor does it exonerate the Contractor from the liability that corresponds to them if not. Nor does it exonerate or attenuate this liability or excuse the Contractor from complying with the agreement, the recommendations or observations that Reganosa's engineers or inspectors might have put forward to them during the execution of the Contract or Order while carrying out the inspections, tests or trials, unless the agreed specifications are expressly modified.
6. If the result of an inspection, test or trial is not satisfactory, or the object of the Contract or Order does not comply with the agreed specifications, the quality guarantees or the agreed service level, Reganosa can proceed in accordance with the provisions of sections 11.1.8 and 19.4 without waiting for the contracted jobs to be completed.
7. Reganosa's authorised representatives or inspectors will ensure that the inspections, tests or trials performed do not hinder the normal execution of the Contract or Order, but the requirements, time and conditions of performing them cannot be cited by the Contractor as a cause or justification of delays.

17. ACCEPTANCE

1. Provisional acceptance

1. The provisional acceptance shall take place on the date set out in the Order or Contract once all the specific tests have been carried out satisfactorily according to Reganosa and once the good conditions of the Works or Services contracted have been checked. Reganosa will issue the provisional acceptance record in the event of all the following conditions being met: (i) the Works or Services contracted have been completely finished in accordance with the Contract or Order and are free from defects, (ii) the Works or Services have successfully passed all the tests or necessary checks, (iii) the Works or Services comply with all the applicable standards or legislation, and (iv) Reganosa has received and approved all the documentation, information, plans and/or deliverables required in accordance with the Order or Contract and the current legislation.

2. The technical documentation will be submitted in native formats. The documents will be submitted, taking Reganosa's information systems into account. The Contractor will be obliged to make any modifications or adjustments that, where appropriate, are required in order to implement them in Reganosa's information systems.
3. In the event of the examination of the Works or Services contracted not being satisfactory, or them not passing the tests established, Reganosa will issue a record of recognition of the Works or Services which will outline the defects and the period in which they shall be rectified by the Contractor.
4. After these periods have elapsed, the corresponding examination and tests will be carried out. If they are satisfactory, the Provisional Acceptance Record will be issued. If not, a new record of recognition will be issued, which will indicate the defects observed. Reganosa can choose between: (i) terminating the Contract or Order, (ii) granting a new deadline to the Contractor, or (iii) carrying out the corrections directly or through third parties, at the Contractor's expense. This expense will be accepted by the Contractor, who will not have the right to recourse, and it can be deducted from any amounts that Reganosa might owe to the Contractor for any purpose.
5. The periods of time given to the Contractor for any deficiencies found when carrying out the provisional acceptance cannot be considered as an extension of the contractual time frames and consequently, the Contractor will be responsible for the penalties and/or compensation for damages incurred as a result of this.
6. When the Contractor considers it necessary to express their disagreement with a technical or financial aspect, they will thus document it in the Record filed by Reganosa, outlining the reasons behind their disagreement.

2. Final acceptance

1. Once the guarantee period set out in section 19 of these General Conditions has passed, the Contractor will inform Reganosa of the expiry of this period and request the final acceptance.
2. In view of this request, Reganosa will check the condition of the Works or Services carried out and verify if they meet the conditions required. They will conduct the necessary tests in order to carry out the final acceptance.
3. Reganosa, where appropriate, will express their agreement in a maximum period of one (1) month after the guarantee period comes to an end via the issuing of the corresponding final acceptance record, which will acknowledge the Contractor's complete compliance with the contractual obligations.
4. If Reganosa observes defects or faults in the Works or Services, the Contractor shall correct them within the indicated time frame. If they have not been rectified when this time frame comes to an end, Reganosa can demand the appropriate compensation for damages and/or execute the deposit for failure to comply with the Contract or Order.

18. PERIOD OF EXECUTION

1. The Works or Services contracted shall be executed on the date or in the period established for this purpose in the Contract or Order, which will be considered as fixed. The Contractor is additionally obliged to comply with all the partial deadlines and dates that might have been established in the Contract or Order.
2. The period of execution will be counted from the date the Contract or Order is signed, or from the date of the letter of intent. The Contractor shall conclude the Works or Services contracted within the necessary time for carrying them out, working as diligently as possible at all times.
3. The completion dates cannot be delayed and the periods of execution cannot be extended, except for events directly attributable to Reganosa that give rise to an inevitable delay or due to force majeure. In order for the given delay owing to these events or causes to be taken into consideration, it is an essential requirement that the Contractor informs Reganosa of its beginning and end in writing and within the maximum period of five (5) days from when the Contractor becomes aware of it.
4. Entirely at their expense, the Contractor is obliged to use whatever resources that are reasonably within their reach in order to make up for any delay, as quickly as possible, to the completion dates or periods of execution, even when the delay is justified.
5. Reganosa can change the schedule of execution or order the temporary suspension of the Works and/or Services by notifying the Contractor at any time, outlining the estimated time that the execution will be stopped for. Any work and/or service will be immediately interrupted. Reganosa and the Contractor will agree the consequences that, where relevant, arise from the modification to the schedule of execution or from the temporary suspension of the Works and/or Services.
6. If the period of execution has to be extended due to force majeure for a length of time greater than a quarter of the period of execution, or if it is reasonably predictable that it will be extended for more than this time, or when Reganosa explains that the period is essential and, therefore, late fulfilment is not possible, Reganosa can terminate the Contract or Order in accordance with the provisions of General Condition 22.

19. GUARANTEES

1. The Contractor offers Reganosa the following guarantees:
 - a) The materials and equipment provided by the Contractor comply with the agreed specifications and regulations and requirements required, they are suitable for the use or purpose for which they are allocated and they are of the required quality, and they are unused.
 - b) The Works or Services have been conducted correctly, in accordance with the plans, legislation and required specifications and with the uses and rules of good practice.
 - c) The Works or Services performed are in perfect condition and the installations assembled are in perfect and regular functioning conditions.

- d) The Works or Services performed are complete and suitable for obtaining the results or the purposes that Reganosa has explicitly or implicitly informed the Contractor of.
- 2. The guarantee period for the Works or Services contracted extends to the time period stipulated in the Contract or Order or, in its absence, to a period of 24 months. Both are to be counted from the date of the Provisional Acceptance Record or, in its absence, from the completion of the jobs.
- 3. The guarantee does not include flaws or faults caused by and accredited to be as a result of improper or inappropriate use on the part of Reganosa.
- 4. To comply with their guarantee, the Contractor shall carry out the following during the whole duration of the guarantee:
 - a) Replace the materials and equipment they provided that do not comply with what was agreed or required or that are unsuitable or of poor quality.
 - b) Correct or rectify whatever was poorly executed and/or reconstruct or reassemble it, or provide the service again.
- 5. The obligation established in the above section will be fulfilled by the Contractor entirely at their expense and Reganosa will be free from all costs and payments. This includes, but is not limited to, the costs arising for Reganosa in order to comply with the guarantee, even in adjacent or related installations, such as demolitions and disassembly, postage and packaging for returning materials and for those that replace them, assembling these, taxes, fees and similar costs.
- 6. The decision to conduct a correction and repair or to provide the service again, construction and assembly of defective elements, set out in paragraph b) of section 4 above, always corresponds to Reganosa. They can order provisional repairs and corrections, pending the final ones, or new constructions or assembly that are considered necessary.
- 7. In any case, the additional services, the corrections or repairs and new constructions, assembly or jobs that must be performed, shall be carried out in the shortest time period possible in such a way as to be less detrimental or inconvenient for Reganosa and without causing delays in the work or stoppages in their installations or, when this is not possible, by reducing these delays or the total or partial availability of the installations to a minimum.
- 8. If the Contractor does not comply with their guarantee obligation with the required promptness or they do not carry out their obligations within the established period, Reganosa can do it themselves or through third parties funded by any amounts that Reganosa owes to the Contractor for any purpose or by the established deposit, without losing the guarantee. The Contractor will additionally be obliged to compensate any damages caused to Reganosa.
- 9. The guarantee period will be interrupted and consequently extended for the time spent on the repairs, corrections, replacements or new constructions, assembly or jobs that are carried out in compliance with the guarantee.

10. The mentioned repairs, corrections, replacements or new constructions, assembly or jobs, will be in turn guaranteed by the Contractor for the same length of time as the guarantee period, as of their completion.
11. If, when the guarantee period comes to an end, at least six months have not elapsed since Reganosa's installation entered into the service for which it is assigned or that forms part of the object of the Contract or Order, the guarantee period will be automatically extended until these six months have elapsed.
12. When the guarantee period has satisfactorily elapsed or the anomalies, faults or deficiencies caused or noticed during it have been rectified to Reganosa's satisfaction, the Final Acceptance Record for the Works or assembly contracted will be issued and the deposits provided by the Contractor will be cancelled.
13. The lapse of the guarantee period and the final acceptance of the Works or Services will absolve the Contractor from their possible liability owing to hidden defects or flaws or anything else for which they can legally be held liable.
14. After the final acceptance and when the guarantee period has elapsed, Reganosa can directly modify or freely alter the constructions built or the installations assembled themselves or through third parties, even when they are protected by licences, patents or other forms of industrial ownership in the Contractor's favour.

20. BANK GUARANTEES AND DEPOSITS

1. In all the Contracts or Orders whose amount is less than 30,000 euros, unless expressly agreed otherwise, Reganosa will retain 10% of the amount to be paid for each one of the invoices submitted by the Contractor, as a deposit. This deposit can be substituted, at the request of the Contractor and with Reganosa's authorisation, for a bank guarantee payable on first demand. The 10% retained from each invoice submitted by the Contractor will be returned at the end of the guarantee period to which General Condition 19.2 refers.
2. For those Contracts or Orders whose amount is greater than 30,000 euros or those for which it is thus established when signing the Contract or Order, the Contractor shall submit a bank guarantee to Reganosa as a guarantee of faithful compliance with the obligations and responsibilities derived from it, for a value that is payable on first demand of ten percent (10%) of the amount of the price. The guarantee will remain in Reganosa's favour until the expiration of the guarantee period established in General Condition 19.2.
3. The bank guarantee shall be issued by a bank with recognised prestige, with a commercial office in Spain, and with the validity, scope and amount determined by Reganosa. The costs arising as a result of the bank guarantees will be at the Contractor's expense.
4. If the Price of the Contract or Order increases during its execution, the Contractor will be obliged to submit an additional bank guarantee to Reganosa, with identical requirements to those set out in this General Condition, for ten percent (10%) of the Price increase, within the fifteen (15) days following the date on which the said increase is formalised.

5. Both the bank guarantee for faithful compliance and the deductions made (or the guarantee that replaces them), can be used to hold the Contractor accountable for compliance with all their obligations deriving from the Order or Contract and, among them, the payment of penalties that cannot be deducted from the amounts that Reganosa owes them; the payment of replacements, repairs, or new constructions or assembly carried out at the expense of the Contractor by virtue of their guarantee obligations; of the compensation for damages caused to Reganosa for any breach of Contract or Order or due to delays in compliance and for remedying damages caused to third parties during the execution of the Contract or Project which are claimed against Reganosa, so long as the said damages are attributable to the Contractor.
6. Providing a bank guarantee or a deposit does not mean that the responsibilities that might be demanded of the Contractor, as a result of the Contract or Order, are restricted to these amounts or period of validity. They only constitute a resource for facilitating the effectiveness of the responsibilities.
7. The Contractor will be responsible for the hidden flaws or defects in the construction during the execution of the Works or Services, the guarantee period and for the time period stated in the Civil Code after completing the said construction, and without prejudice to any other responsibilities of any nature that might arise.

21. PENALTIES

1. In the event of failing to meet the final execution deadline for the Works or Services established in the Contract or Order, the Contractor shall pay Reganosa a penalty for each week of delay, or a proportional amount for each day of delay, in accordance with the following sums:
 - (i) 2% of the total price of the Contract or Order for the first and second week of delay.
 - (ii) 3% of the total price of the Contract or Order for the third and fourth week of delay.
 - (iii) 5% of the total price of the Contract or Order for each week, as of the fifth week.
2. The penalties for delay cannot exceed 15% of the total price of the Order or Contract. Once this accumulated penalty for delay has been reached, Reganosa can then terminate the Order or Contract. Additionally, Reganosa can pass on all the costs and extra costs to the Contractor that they are obliged to pay to other Contractors as a result of the delay up to the maximum amount of the penalty.
3. If, during the guarantee period, Reganosa is deprived of the use of the work carried out or of the installation assembled due to deficiencies in its execution, or due to the work that must be carried out to rectify these deficiencies, in accordance with this guarantee the Contractor will be sanctioned with the penalty that has been established for this purpose in the Contract or Order. If no penalty has been established, it will be 0.1% of the total contract price per calendar day for which it is unavailable.
4. At any time and without limitations on the sum, Reganosa can compensate the amounts owed by the Contractor for penalties by using any amount that Reganosa owes to the Contractor for any purpose. This includes pending sums for other Orders or Contracts, the guarantees provided or both options together as well as any other choice made by Reganosa in accordance with the Law.

22. TERMINATION

1. The Contract or Order can be terminated in the cases authorised by the Law or when one of the following circumstances arises:

- a) Either of the Parties can unilaterally terminate the Order or Contract merely by formally informing the other Party of their decision with a minimum of fifteen (15) days' notice. In this case, both Parties will mutually agree on the consequences derived from this early termination. The Party that unilaterally terminates the Order or Contract will compensate the other for the direct damages that might be caused to them.
- b) At the request of either of the Parties, in the event of a substantial breach by the other Party, whether totally or partially, of the obligations established in the Contract or Order, if the non-compliant party does not rectify it within ten (10) calendar days upon the request of the compliant Party to resolve the breach, as long as this is possible and that none of the causes set out in section c) are present in which case the provisions of the said section will take precedence.
- c) At Reganosa's request in any of the following circumstances, without being limited to them:
 - (i) The death of the Contractor; a change in their ability to operate; or a change in their physical or psychological conditions that might modify or impede the fulfilment of the Order or Contract in the case of a natural person; the dissolution, transformation, reduction of capital or important changes in its share structure, if the Contractor is thus constituted.
 - (ii) The declaration of insolvency proceedings against the Contractor at the request of a legitimate creditor, the Contractor's voluntary submission to insolvency proceedings, or having executive proceedings or preventive embargoes imposed against them or any other precautionary measures that reveal the reduction of their financial solvency or financial difficulties for taking care of the normal compliance with their payment obligations.

The Contractor will be considered to be involved in the above situations if they occur in their parent company, in another or other companies in the same business group (for these purposes, "group" is understood as per the definition contained in article 42 of the Spanish Commercial Code), in any of those in the same legal group which the Contractor forms part of, or in those of any of their suppliers or subcontractors who, in Reganosa's opinion, has an important role in the fulfilment of the Order or Contract.

- (iii) The Contractor's abandonment, interruption or suspension of fulfilling the Order or Contract.
- (iv) The delay in delivering the Works or Services contracted for a length of time greater than half of a partial delivery date, or for a length of time greater than a third of the total period; or for missing delivery dates considered essential by Reganosa for the proper completion of the Order or Contract.

- (v) The Contractor's inability to obtain the certificates and homologations that were contractually required of them for their products or activities.
 - (vi) Carrying out the Works or Services in a way that is not in accordance with the stipulations of the Contract or Order, or for making frequent errors or defects in the execution of the jobs on the part of the Contractor.
 - (vii) The Contractor's effective inability to rectify possible breaches in the technical specifications established or their failure to comply with Reganosa's instructions given under the protection of the clauses of the contractual documentation.
 - (viii) The failure to comply with the obligations in terms of labour laws, Social Security, and occupational health and safety in accordance with the provisions of these General Conditions. Discovery of the lack of veracity of information provided by the Contractor, after signing the Order or Contract, in regard to meeting the conditions established.
 - (ix) Any other breach by the Contractor that could significantly impede or affect the proper completion of the Order or Contract, or that is stated in it as a cause for expiration, such as exceeding the maximum penalties established in it.
2. If any of the above circumstances occur, the Order or Contract will become null and void from the date on which Reganosa informs the Contractor or, where relevant, those entitled under them.
3. In the case provided for in General Condition 22.1.b), the non-compliant Party will be obliged to compensate the other Party for the damages caused as a result of the failure to comply. This includes extra costs arising from the breach of Contract or Order.
4. In the cases provided for in General Condition 22.1.c), Reganosa will pay the Contractor those amounts that are pending payment and that are related to Works or Services that have been correctly carried out to date. Likewise, the Contractor will pay Reganosa the proportional amount for the Works or Services not carried out that have been paid to the Contractor in advance. This is all without prejudice to the compensation for damages that could correspond to either of the Parties in accordance with the provisions of the applicable legislation.

In the event of a breach obstructing the completion of the Works or Services, the Contractor will be obliged to immediately refund Reganosa the total amount received for all purposes.

5. In the event of terminating the Order or Contract, Reganosa has the right, but not the obligation, to acquire all or some of the materials that the Contractor has already subcontracted, stored, partly manufactured or delivered. The prices set out in the Order or Contract will be paid or, if no set price exists, the price of this acquisition will be mutually determined. Failing this, the price will be determined via an expert's appraisal. When exercising this right, Reganosa will acquire ownership of the materials from when the termination of the Order or Contract takes effect. From then on, Reganosa can freely use these materials and even remove them from the Contractor's factories, workshops or warehouses or from those of their subcontractors or suppliers.

6. Without prejudice to the above, Reganosa expressly reserves the right to demand appropriate compensation if the amount of the damages suffered is greater than the deposit or if no deposit was required. Reganosa will have the power to effectuate the said compensation by deducting it from pending payments to the Contractor, even for another Order or Contract. This is applicable to all cases, except for those arising as a result of the causes provided for in sections i) and ii) of General Condition 22.c).

If all the damages have not been compensated, Reganosa will have the power to retain the materials, equipment, machinery and elements belonging to the Contractor that are in Reganosa's possession, or those that are within Reganosa's installations, without prejudice to the other actions that might be appropriate.

7. Even if one of the causes for terminating the Order or Contract arises, Reganosa can choose to demand that it be fulfilled. The Contractor thus continues to be bound until Reganosa informs them of the expiration of the Order or Contract.
8. In the cases in which the termination of the Order or Contract is appropriate, Reganosa can adopt any of the measures described below, along with the decision to render it void or, alternatively, to ensure the fulfilment of the Order or Contract, if they so wish:
 - a) Suspend the pending payments, even for another Order or Contract.
 - b) Cash in deposits or guarantees that the Contractor had provided, even for another Order or Contract.
 - c) Retain the materials, machinery and elements belonging to the Contractor that are in Reganosa's possession.
 - d) Expel the Contractor and their teams from Reganosa's installations. The Contractor must then abandon Reganosa's installations in the maximum period of the seven (7) following days.

23. INDUSTRIAL AND INTELLECTUAL PROPERTY

1. The Contractor guarantees Reganosa and is obliged to offer documentary accreditation, when required, that they have the patents, licences and other industrial property rights in order to carry out the object of the Contract or Order.
2. The Contractor absolves Reganosa of all liability for industrial property infringements that they might incur. The Contractor is also obliged to do whatever is necessary to leave Reganosa removed and safe from the claims and demands that could be made against them due to the said infringements. The Contractor is equally obliged to obtain, at their own expense, whichever patents, licences or rights that are necessary, and to indemnify Reganosa from any damages that could arise for them, directly or indirectly, from such claims or demands.
3. The intellectual and industrial property and the know-how derived from the results of the Works or Services carried out by the Contractor in fulfilment of the Order or Contract will entirely correspond to Reganosa, as will the records which any of them could give rise to. The intellectual and industrial property rights, including the use and transfer to third parties that could

arise as a result of the jobs or intellectual creations, will automatically be the property of Reganosa by virtue of the Order or Contract. The Contractor will not acquire rights of any type over them apart from the right to use them in order to fulfil the Order or Contract.

4. In the case of the Contractor having collaborated with a third party outside the Contract or Order, they shall have obtained, as part of the price and without addition costs, all the authorisations and licences necessary to transfer all the usage rights to Reganosa that could arise in the broadest terms provided for in Law.

24. INSURANCE

1. At their own expense, the Contractor will take out the following insurance policies as a minimum, which in any case will never be less than those mandatory according to the current legislation. The said policies must remain in force during the validity of the Order or Contract (and, in any case, until the guarantee period has expired). They must be with insurance companies with recognised prestige.
 - a) Social and accident and/or life insurance for all the workers assigned to the execution of the Works or Services in accordance with the Law, whether for their own staff or for subcontracted staff.
 - b) Public liability insurance to cover claims arising from the execution of the obligations derived from the Contract or Order for material damages, damages to persons and consequential damage in the future.
 - c) Professional indemnity insurance.
2. The Contractor is obliged to sufficiently insure the public liability for damages that they, their personnel, or their suppliers or subcontractors, could cause to persons or property belonging to Reganosa and/or third parties. This will be at their own expense and shall last for the whole duration of the Contract's or Order's fulfilment. Reganosa will be completely exonerated of any liability, whatever the cause might be.
3. Unless agreed otherwise, the insurance policies required in the above section will establish; (i) the insurance company's obligation to pay any relevant compensation directly to Reganosa and (ii) the insurer's withdrawal of their right to subrogation against Reganosa.
4. The Contractor shall provide Reganosa with documentary evidence of the procurement and validity of the insurance, to the extent and for the period indicated in it. Failing to do so will be a breach of contract.
5. In the case of a loss, any difference that arises in the payment of compensation regarding the amount claimed by Reganosa will be at the Contractor's expense, whether it be due to the application of excesses or to another reason.
6. The Contractor will indemnify and safeguard Reganosa against any damages Reganosa might suffer as a result of not making a payment that is required according to the insurance policies, which would have been paid if it were not for having made a false formal declaration or for having breached a declaration, condition, agreement or formal declaration contained in the

corresponding insurance policy, on the part of the Contractor or of their advisers, or due to the Contractor having not paid one of the premiums.

25. LIABILITY

1. The Contractor, and not Reganosa, is entirely responsible for correctly executing the Contract or Order.

The Contractor will be liable to Reganosa for any damages that the Contractor themselves or persons for whom they are legally or contractually responsible might cause to Reganosa or their members of staff, which arises as a result of an action or omission when fulfilling the Contractor's obligations. Additionally, the Contractor will be subject to the obligation to compensate those damages caused to Reganosa as a result of failing to comply with the Contract or Order.

Reganosa's and/or their engineers' approval of the projects, calculations, plans or other technical documents prepared by the Contractor and Reganosa's supervision of the work does not absolve the Contractor from that liability, nor does it mean that the liability is to be shared with Reganosa and/or their consulting engineers.

2. The Contractor is responsible for the exact fulfilment of their legal and contractual obligations with their suppliers and subcontractors and, in particular, for ensuring the materials and equipment delivered or supplied for the fulfilment of the Order or Contract belong to them or are freely usable and available, and that they are free of charges or encumbrances in favour of third parties.
3. The Contractor is also obliged to completely and promptly comply with all their legal obligations of an administrative, fiscal or employment nature that are required of them when fulfilling the Contract or Order.
4. Without prejudice to the obligations assumed by the Contractor, in compliance with the provisions of General Condition 26, the Contractor is particularly obliged to ensure that all their on-site personnel or those providing services are duly contracted or incorporated on their payroll, registered with the Social Security Office and insured for accidents at work to the greatest extent. The Contractor must also ensure that they are up-to-date with the payment of salaries and social security contributions.
5. The Contractor shall provide Reganosa with documentary evidence of their compliance with the obligations referred to in the above sections prior to signing the Contract or Order and as many times as Reganosa requires them to do so during its execution. Failing to submit the documentation that demonstrates this, or submitting insufficient documentation, constitutes a serious breach of contract.
6. The Contractor absolves Reganosa from any responsibility for a possible breach of the above obligations, as well as for the acts or omissions incurred by themselves or by their personnel while fulfilling the Contract or Order. Consequently, the Contractor is obliged to do whatever is necessary to leave Reganosa removed and safe from the claims or demands that could be made against them and to compensate them for all the damages caused to them as a result of this.

7. When the figure of the Contractor is made up of two or more persons or a group of them, they are jointly and severally obliged to fulfil the Contract or Order and they are also severally responsible for the obligations established in it and in these General Conditions.

26. CLAUSE FOR LABOUR LAW AND HEALTH AND SAFETY CONDITIONS AND OBLIGATIONS

1. The Contractor will comply with the applicable legislation for employment, occupational risk prevention and Social Security in regard to the workers involved in the execution of the Contract or Order, and in regard to the execution itself of the Contract or Order. The Contractor shall allow Reganosa to check this compliance at the start of the Contract and at any time during its validity. In this sense, the Contractor is obliged to submit the following documentation via Reganosa's document management system at least one week before starting the Works or Services:
 - List of the Contractor's workers who will provide Services, specifying their individual names, surnames, occupational category, national ID number (DNI) and Social Security number.
 - Certificates of registration in the Social Security Office for the workers involved in the execution of the Contract or Order.
 - Certificate attesting there are no outstanding payments owed to the General Treasury of the Social Security Office as well as being up-to-date with the payment of salaries to the workers, and not owing them anything.
 - Residence and work permits for non-EU employees.
 - Declaration to have fulfilled the obligations contained in sections 3 and 5 of article 42 of the Workers' Rights Statute in regard to the reporting requirements in the event of outsourcing Works and Services to workers, their legal representatives and to the General Treasury of the Social Security Office.
 - A copy of the notice for opening the workplace from the Employment Authority, when this is legally required (due to being jobs with a duration greater than one month).
 - Appointment of a spokesperson and a manager, on the part of the Contractor, in terms of complying with the legislation for occupational risk prevention.
 - Documentation accrediting the cover of professional risks.
 - In the case of outsourcing, a document in which the Subcontractor commits to fulfil the obligations derived from this text.
 - In the case of outsourcing, accreditation that the said subcontractor complies with their employment obligations for Social Security and occupational risk prevention.
 - Registration with a work-based accident mutual.
 - Public liability insurance.
 - Forms of preventive organisation.
 - TC2 forms.
 - Certificate accrediting compliance with the occupational risk prevention law.
 - Notification of accidents on the part of collaborating companies.
 - Coordination of activities.
 - Risk evaluation.
 - Preventive resources.
 - Occupational risk prevention training for workers.
 - Fit note.

- Supply of PPE.
2. The Contractor will comply with Law 31/1995, of 8 November, for occupation risk prevention as well as with the legislation it develops and supplements, whether legally or conventionally, and their personnel and subcontractors will attend the safety course for accessing the installations.
 3. If the Contractor's and Reganosa's workers carry out their activities in the same workplace, the companies shall cooperate when applying occupational risk prevention legislation in the way specified in Royal Decree 171/2004, of 30 January, which develops article 24 of Law 31/1995 in terms of coordinating business activities. Both companies shall especially:
 - a) Inform each other of the specific risks of the activities carried out in the workplace that could affect the workers of the other companies present.
 - b) Train and inform their respective workers of the risks derived from the concurrence of business activities in the terms set out in articles 18 and 19 of Law 31/1995.
 - c) Establish the necessary coordination measures for preventing occupational risks that they consider necessary and relevant, depending on how dangerous the activities are.
 4. In addition to the above, Reganosa can and shall:
 - a) Inform the Contractor, as a concurrent company, of the specific risks of the workplace that might affect the activities they carry out; the measures for preventing such risks and the emergency measures that must be applied.
 - b) Give the Contractor instructions for preventing the risks existing in the workplace that could affect the workers of the companies present and inform them of the measures that must be applied if an emergency situation arises.
 - c) Supervise the Contractor's compliance with the occupational risk prevention legislation. Thus, before starting the activity in their workplace, Reganosa will ask the Contractor to accredit, in writing, that they have carried out the risk evaluation and plans for preventive activities for the Works or Services contracted, as well as the compliance with their obligations in terms of information and training regarding the workers involved in the activity.

If subcontracting another company to carry out part of the service, the Contractor shall require them to submit these accreditations. It will be Reganosa's responsibility to check the correct coordination between both companies.
 5. Whenever an accident occurs during their activities, even when there are no casualties, the Contractor is unavoidably obliged to report this to Reganosa. They must collaborate with them at all times to clarify the events and comply with whatever documentary tasks are necessary, having to submit a supplementary report at Reganosa's request.

With a view to continuously improve the work and safety conditions, the Contractor or subcontractors shall promote the possibility for personnel participating in the contracted jobs to

inform their superiors of any suggestions they consider useful so they can be passed on to Reganosa via the communication procedure established for each case.

6. In the event of Royal Decree 1627/1997, of 24 October, being applicable, which establishes the minimum health and safety requirements on construction sites, the Contractor will be obliged to draft a plan for health and safety in the workplace, among other obligations, before starting the activity. This plan will analyse, study, develop and supplement the projections contained in the study or basic study carried out by Reganosa, including the proposals for necessary alternative prevention measures. If Reganosa is not satisfied with this plan, the Contractor shall modify it. The Contract or Order will not take effect until these modifications have been made in accordance with Reganosa's instructions.

As a general guide, the specific safety plan for the Works or Services contracted, that the Contractor must submit to Reganosa, will have the following sections as a minimum:

- a) Object and scope of application.
 - b) Works and Services to be carried out:
 - Description of the Works and Services.
 - Anticipated Risks: identification and, where relevant, evaluation.
 - Especially dangerous risks.
 - Preventive measures and protections.
 - c) Place where the Works and Services are to be carried out.
 - Description of the conditions of the environment.
 - Risks anticipated, identification and, where relevant, evaluation.
 - Existence of especially dangerous risks.
 - Preventive measures and protections.
 - d) Working methods to be used when carrying out the Works and Services:
 - Risks anticipated, identification and, where relevant, evaluation.
 - Especially dangerous risks.
 - Methods for especially dangerous jobs.
 - Preventive measures and protections.
 - e) Preventive organisation adopted on the site or in the installation where the Works or Services are provided.
 - f) Occupation risk prevention legislation applied.
7. If Reganosa observes that the Contractor is not complying with the required occupational risk prevention measures, they can set a suitable time frame for this to be corrected and any measures that might be necessary for avoiding a repetition of non-compliance. If the Contractor

does not make the necessary modifications in the period established, Reganosa can remedy this non-compliance at the Contractor's expense. In the event of Reganosa suffering any type of charge or cost as a result of taking this action, they will deduct the sum invested from any of the amounts or invoices owed to the Contractor.

In the case of the events described in the above section causing delays in the execution of the Works or Services, the Contractor will take the necessary measures to make up for the delay caused without having the right to extend the agreed periods of execution.

Taking into consideration the seriousness of the events, the number of workers exposed to risks and the non-compliance with the coordination measures and safety plans, Reganosa can sanction the Contractor with:

- a) Verbal or written warning.
- b) Complete or partial suspension of the Works or Services until the deficiencies are rectified.
- c) Termination of the Contract or Order in the case of a repetition or when the rules breached are considered crucial for Reganosa and are thus crucial to good practice.
- d) Withdrawal of the Contractor's status as an approved supplier to Reganosa.

The above sanctions can be in addition to public liability and administrative and criminal liabilities as a result of breaching occupational risk prevention legislation. In the same way, any suspension due to the reasons explained cannot be used by the Contractor as an excuse for delays in the provision of the Services.

8. The Contractor commits not to use the Services of persons who have taken early or statutory retirement from Reganosa, whether provided on an employment or commercial basis, either personally or through another entity with which they have an employment or commercial relationship or which they own, or through third parties, unless expressly authorised by Reganosa.

Likewise, any person who has taken early or statutory retirement from Reganosa cannot hold the position of administrator or majority shareholder of the Contractor, unless expressly authorised by Reganosa.

Breaching any of these obligations will constitute just cause to terminate the Contract.

27. CONFIDENTIALITY AND DATA PROTECTION

1. The Contractor commits to keep all the information received from Reganosa for fulfilling the Contract or Order confidential, committing to not divulge it to third parties without prior approval in writing from Reganosa.
2. The Contractor will guarantee conditions of confidentiality and discretion that are required of them and commits to inform any personnel involved in the Contract or Order of the confidential

nature of the information, plans and, in general, any information received from Reganosa, unless such information is in the public domain.

3. Reganosa can consider a breach of the above obligations as a just cause to terminate the Contract or Order.
4. The Contractor is obliged to adopt technical and necessary organisational measures in order to guarantee the security of the personal data to which they have access by virtue of the Contract or Order. They are obliged to avoid its alteration or loss and unauthorised handling or access, whether stemming from human action or physical or natural influences, in accordance with the provisions of article 9 of Law 15/1999, of 13 December, for personal data protection.
5. If the Contractor were to assign the data for another purpose, transmit it or use it in a way that breaches the provisions of the Contract or Order, they will be considered responsible for handling it and will be personally liable for any infringements incurred.
6. The Contractor's use of the documentation generated by Reganosa shall be effected in strict compliance with the current legislation in terms of data protection. Under no circumstances can they use the said documentation for any purposes other than those of the Contract or Order, and nor can they give them to third parties.

28. ENVIRONMENTAL PROTECTION

1. The current environmental legislation will be applied to all the Contracts and Orders. The Contractor will be exclusively responsible for complying with the environmental legislation applicable to the Work or Service which they are responsible for executing. They shall ensure that the area where the contracted Works or Services take place are clean and tidy as far as possible during the working day and especially at the end of it.
2. After completing all the Works or Services contracted, the Contractor is obliged to leave the place of work clean and free from waste, collecting and transporting it to an authorised tip for waste management and handling. This is to be done at the expense of the Contractor and at all times they shall comply with the current legislation according to the type of waste in question.
3. Failure to comply with the obligations relating to the maintenance of the place of work or the management of waste, will result in the costs incurred plus 15% of the said costs being deducted from the invoice in accordance with the penalty clause.

29. FORCE MAJEURE

1. Only the following will be considered as force majeure:
 - a) Earthquakes, tidal waves, catastrophic fires or floods that are officially declared catastrophic.
 - b) Destruction caused by the use of firearms or by violence during war, insurrections or riots.
 - c) Legal strikes that go beyond the scope of the Contractor's company when the resolution does not depend on a decision from the Contractor.

2. In the case of any event occurring that could be considered force majeure, the Party affected will inform the other Party in writing as soon as possible and, in any case, within the forty-eight (48) hours following its appearance. They will explain its causes as well as its possible duration and impact on the Works or Services contracted. Where appropriate, they will also provide documents that accredit their claim.
3. In the event of a delay due to one of these causes, the deadlines stipulated in the Contract or Order will be extended to the extent of the delay suffered at the most. The Contractor will remain obliged to fulfil the other obligations that have not been affected by the circumstance in question. In the event of the force majeure lasting more than six months, the Order or Contract will be rendered null and void, unless agreed otherwise by the Parties.
4. The Contractor will not have any right to compensation for the possible application of any instance of force majeure and the delay caused, where relevant, will not represent an additional cost for Reganosa.

30. APPLICABLE LAW AND CONFLICT RESOLUTION

1. The Order or Contract and any issues that could arise between the Parties in relation or connection to it will be exclusively governed by Spanish Law. The Contractor and Reganosa expressly submit to Spanish Law where the Order or Contract is established for the provision of a service or execution of a work in the said territory.
2. If the Order or Contract does not establish an Arbitration Agreement, and this agreement does not indicate otherwise, all disputes, discrepancies or claims that might arise between the Contractor and Reganosa will be definitively resolved via arbitration at law when resulting from the interpretation or the fulfilment of the Order or Contract, or are directly or indirectly related to it. There will be three arbitrators. Each Party will appoint one and the third, who will be the President of the Arbitration Panel, will be mutually agreed by the arbitrators thus appointed. If there is no agreement between the two arbitrators chosen by each of the Parties in regard to the appointment of the third arbitrator, one will be appointed by the Bar Association of A Coruña from among the counsels with recognised prestige and more than fifteen years of professional practice, belonging to this Bar Association.

The arbitration will take place in the city of A Coruña (Spain) and the ruling shall be given within a maximum period of six months as of the date on which the last arbitrator accepts their role. The ruling shall additionally determine the costs and expenses of the arbitration.

3. Except for the issues submitted to arbitration according to the above section, any other incident, disagreement or dispute arising as a result of these General Conditions will be submitted to the jurisdiction of the Courts of the Province of A Coruña. The Parties concerned expressly renounce the jurisdiction of their own domicile if relevant.

— . . — . . — . . — . .

