

## **GENERAL CONDITIONS OF SERVICE PROVISION**

### **1. PARTIES.**

Supplier (individual or legal entity indicated in the heading of the Order), and Enagás, S.A. or any of its subsidiaries (hereinafter, "Enagás").

### **2. CONTRACTUAL REGIME.**

The Order is regulated by the terms and conditions established in the Specific Conditions and in the General Conditions.

These General Conditions shall be applied in full to the Order, except in those cases in which they are expressly repealed or modified in the Specific Conditions.

In the event of a discrepancy between the General and Specific Conditions, that set forth in the latter shall be applied.

Any change to the General or Specific Conditions must be formalised in writing with the signature of the Supplier and Enagás in order to be effective.

Any exception to these General Conditions proposed by the Supplier shall only be valid if it has been presented in advance in writing, and accepted in the same manner by Enagás, shall only apply to the Order for which it has been proposed and, may not under any circumstances be applicable to current or subsequent contracts with the Supplier.

### **3. ENTRY INTO FORCE.**

Once signed by Enagás, the validity period of the Order shall be extended until the supply is completed, including the warranty period. For the issue and payment of invoices, the Order shall enter into force and shall take effect from the moment Enagás receives the duplicate copy of the Order, accepted and signed by the Supplier.

### **4. PRICES AND FEES.**

The total price of the Order is that indicated in the Specific Conditions and, unless otherwise stated, does not include VAT.

The prices included in the Order are final, unless otherwise stated in the Specific Conditions.

The prices indicated in the Order may not be increased or revised unless otherwise stipulated in the Specific Conditions.

The services indicated in the Order may not be increased unless indicated in the Specific Conditions or authorised by the Enagás Order Manager, by means of a document signed by both parties.

The Supplier shall be liable for any difference between the amount offered and the actual cost incurred in rendering the services.



## **5. SERVICE PERIOD AND PENALTIES.**

**The Order will not be considered fulfilled and, therefore, the services not completed, until the services have been provided at the location and within the periods determined in the Order and, if applicable, the related technical documentation requested therein has been delivered.** At the same time, the services shall be considered provisionally accepted by means of the document issued for such purpose by Enagás.

When the Supplier does not comply with the completion deadline established in the Order and the delay is not attributable to Force Majeure or unforeseeable circumstances, as defined in these General Conditions, the Supplier shall pay Enagás a cumulative penalty or each week of delay or fraction thereof based on the following rates:

- For the 1st week or fraction thereof of delay: 0.5% of the total Order price.
- For the 2nd week or fraction thereof of delay: 1.5% of the total Order price.
- For the 3rd week or fraction thereof of delay: 3% of the total Order price.
- For the 4th week or fraction thereof of delay: 5% of the total Order price for each of them.

Delay penalties, taken as a whole, cannot exceed 10% of the Order amount.

Once a total delay penalty of 10% of the total Order amount has been reached, Enagás may cancel the Order, in accordance with that established for this purpose in these General Conditions.

## **6. BILLING AND PAYMENT.**

The Supplier shall issue an approval certificate that includes the detail of the services provided during the period in question and, once signed and stamped by the Supplier, shall be sent to Enagás for its final acceptance.

The Supplier shall then bill the Order in the manner and frequency indicated in the Specific Conditions.

An original and one (1) copy must be issued of all invoices, which comply with prevailing tax and commercial requirements and include the supplier code, order number and an approved copy of the delivery note or certificate; without these requirements, they shall not be accepted.

The Supplier must indicate on the invoice those codes and references indicated by Enagás.

The date of the invoice may not be prior to the date on which the services are provided.

The invoices must indicate the tax residence of Enagás (Paseo de los Olmos 19, 28005, Madrid) and be sent to (cross out if not applicable):

ENAGAS, S.A.  
Administration and Accounting  
Paseo de los Olmos, 19  
28005 Madrid

\_\_\_\_\_ REGASIFICATION PLANT  
Address: \_\_\_\_\_

Invoices will not be accepted if their prices and discounts do not coincide with those set forth in the Order, unless different prices and conditions are applicable owing to a revision accepted by the Parties or in a subsequent agreement.



The invoices must be issued with the same items or positions indicated in the order, without which they shall be returned to the Supplier.

Invoices issued by the Supplier, in accordance with that established in the preceding paragraphs or in the Specific Conditions, shall be paid the day after 60 days have elapsed from the provision of the service (or, in the event it is a holiday, the following business day), under the terms established in Article 4 of Law 3/2004, of 29 December, and shall be processed by reverse factoring through a Bank chosen by Enagás.

For orders of between €5,000 and €30,000, or those indicated in the Specific Conditions, 10% of the amount to be paid in each of the invoices submitted by the Supplier shall be withheld by Enagás as a guarantee. This guarantee may be substituted, at the request of the Supplier and with the authorisation of Enagás, by a bond adapted to the template in Appendix 2 of these General Conditions. The 10% withholding of each invoice submitted by the Supplier, or the bond which substitutes it, shall be returned upon completion of the warranty period referred to in General Condition 18.

The Supplier must provide Enagás with the bonds (performance bonds, bonds that substitute the withholdings, or bond anticipation notes) required in General Condition 15, or in the Specific Conditions of the Order, as an essential requirement for payment of the invoices.

In the event that Enagás authorises advance payment in the Specific Conditions, the Supplier must submit, together with the invoice, a bond, according to the template included in Appendix 3 of these General Conditions, for an amount equal to the advance payment.

The advance received by the Supplier shall be deducted proportionally from each of the invoices paid by Enagás.

At the request of the Supplier, the amount of the bond issued as a guarantee of the advance may be reduced by the same amount that the advance is deducted from the invoices paid by Enagás.

## **7. SUPPLIER OBLIGATIONS.**

The Supplier shall provide the services listed in the Specific Conditions within the service period determined therein, with the maximum diligence required in its professional field for the type of services covered by the Order, and in accordance with the normal practices of companies with proven experience, while following applicable standards and procedures, and the instructions, if applicable, received by Enagás.

The Supplier also undertakes to comply with the level of quality established in the Specific Conditions.

The Supplier undertakes to provide access to and coordination with any other Supplier designated by Enagás, with which it may have any type of relationship, in order to perform the various services covered by the Order.

The Supplier, if applicable, must hold all permits and licences required for using the tools necessary to perform the services covered in the Order.

The Supplier shall be responsible for providing all human resources necessary to correctly perform the services, and for ensuring that they have and receive the appropriate training to guarantee compliance with the objectives. In this regard, the Supplier's personnel assigned to perform the services must be duly qualified and experienced in similar services.

The Supplier must submit documentation proving that it is current in compliance with its tax and social security obligations.

The Supplier agrees to comply with and ensure its personnel comply with the duties and obligations set forth in labour law regarding occupational health and safety, social welfare insurance, workers' benefit plans, accident insurance and recruitment.



It also undertakes to comply with, and to ensure compliance with safety standards, codes of conduct and any other rules implemented by Enagás at its sites and facilities. Enagás undertakes to provide the Supplier with these rules and with any amendments thereto that may arise during the course of the services.

The Supplier shall be responsible for any organisational, labour-related, disciplinary or social security matters, and, in general, any responsibilities assumed in relation to personnel assigned to perform the services. Consequently, no employment and/or general legal relationship can be established between the aforementioned personnel of the Supplier or subcontractors and Enagás.

The Supplier shall be liable for and will hold Enagás harmless for any legal action or claim initiated by the personnel assigned to perform the services and/or filed against Enagás as a result of this action.

With regard to infrastructure, the Supplier shall provide the physical space necessary, for the equipment that is not located in Enagás' facilities, for the provision of those services that do not require the physical presence of the Supplier's personnel at Enagás' facilities, within the scope of the service.

The Supplier shall provide, as well as maintain and review, the technical means necessary to render the services covered by the Order that are performed at facilities other than those belonging to Enagás.

#### **8. ENAGÁS' OBLIGATIONS.**

Enagás shall pay the price for the services in accordance with the manner and amount established in the Order or, where applicable, in the Specific Conditions.

Enagás shall collaborate with the Supplier in carrying out the services by providing access to the information requested by the Supplier.

Enagás shall provide the Supplier, if applicable, with all resources available envisaged in the Order or in the Specific Conditions.

With regard to infrastructure, Enagás shall provide the physical space necessary at its facilities in those cases where the physical presence of the Supplier's personnel is required in order to perform the services.

#### **9. DOCUMENTATION.**

After the services have been rendered or, alternatively, at a time agreed upon by the Parties, the Supplier must send the technical documentation required in the Order, at no charge to Enagás.

The Order shall not be deemed completed until all of the documentation has been received by Enagás. The delay in the delivery of the documents requested shall entitle Enagás to withhold payment to the Supplier until the aforementioned documentation has been received.

The Parties undertake, during a minimum period of six (6) years from the date of acceptance of the services (in accordance with General Condition 5) and documentation, to keep in their custody the original documents, as well as any other document considered appropriate from an inspection and quality control stand point, and to provide each other with the necessary copies during the same time period.

## **10. ASSIGNMENT.**

Enagás and its Group companies may assign their position in this Order through any individual succession or legal act to any other ENAGÁS Group company. Equally, ENAGÁS and its Group companies may assign its contractual position resulting from a universal succession (including, but not limited to, succession arising from a merger, spin-off, separation or transfer en bloc of assets and liabilities), irrespective of whether the universal succession is voluntary or arises from the application of gas or electricity sector regulations regarding the legal separation of activities. ENAGÁS or the Group company shall declare, as soon as possible, the effective date of assignment and the identifying details of the new Party to this Order.

The Supplier may not assign or transfer to third parties, in full or in part, the rights and obligations contained in the Order without prior written consent from Enagás, except rights and credits of a monetary nature that may be assigned in conformity with the law. Failure to comply with this obligation on the part of the Supplier may be considered grounds to cancel the Order.

The assignee must fully assume all the rights and obligations of this Order, whether prior to or subsequent to the effective date of the assignment.

## **11. SUBCONTRACTING.**

The Supplier may not subcontract the Order, in full or in part, without prior written approval by Enagás. Failure to comply with this obligation shall enable Enagás to cancel the Order.

No contractual and/or employment relationship will arise between Enagás and the subcontractors of the Supplier, from the performance of the Order.

Enagás reserves the right to replace those subcontractors which, prior to beginning or while carrying out the Order, it does not deem appropriate to maintain. The Supplier may ask Enagás to specify the reasons for requesting replacement of a subcontractor.

Subcontracting does not exonerate the Supplier from any of its contractual responsibilities or obligations, whereby it is also liable to Enagás for any acts, omissions or negligence by its subcontractors, agents and workers.

Enagás will not be contractually liable to any subcontractor or to any employee thereof for any claim.

The Supplier shall hold Enagás harmless against any claim the subcontractors may present in relation to this Order and compensate Enagás for any cost or payment it may be required to make as a result of such claims, including legal defence and procedural representation.

In the event of a claim by a subcontractor, Enagás may withhold the amount claimed from any outstanding invoices payable to the Supplier.

## **12. INTELLECTUAL AND INDUSTRIAL PROPERTY.**

The Supplier guarantees Enagás that it holds the intellectual property rights of the products it offers, either directly or indirectly through agreements with its suppliers. The Supplier will be responsible for obtaining the necessary assignments, permits and authorisations from the owners of patents, models and trademarks and any necessary licenses and intellectual property rights, where it shall cover the costs of rights and compensation arising from such items.

The Supplier shall protect Enagás at all times from any infringements related to rights over patents, trade secrets, copyrights, trademarks, commercial names and the like and, in short, from any liability for infringements of intellectual or industrial property rights it should commit, and it shall take all necessary measures to hold Enagás and its employees harmless for any claims or suits filed against Enagás and/or its employees and indemnify the company for all losses and damages, costs and expenses (including fees of

consultants, lawyers and court representatives) that might be incurred owing to such claims or suits or for proceedings in which it must act.

In view of the foregoing, the Supplier shall notify Enagás in writing immediately upon receipt of any court or out-of-court claim against the latter filed by third parties relating to intellectual or industrial property rights under the Order.

If a suit were filed by a third party against Enagás as a result of the breach by the Supplier of its obligations under this clause, the Supplier, at the request of Enagás and within ten (10) calendar days, must present a monetary guarantee for at least ten per cent (10%) of the total amount of the Order and its revisions, extensions and administrative work, if any, to cover the amount of the received claim.

Enagás owns all documents, designs, layouts, computer software programmes and specifications, and any similar items and the copies thereof which, if applicable, were delivered by Enagás to the Supplier for performance of the work, and all inventions, patents, utility models and other industrial property rights generated on the basis of any documentation Enagás should deliver to the Supplier for the performance of work; the Supplier must use these documents solely to carry out the Order and return them upon the completion thereof. The Supplier must adopt all proper precautions for the processing, handling and transmission of the information to ensure security and confidentiality in accordance with these General Conditions and prevailing legislation applicable to each Order.

Designs, documents, layouts and computer software programmes and specifications, and any similar items and the copies thereof owned by the Supplier prior to the start of the services, are and shall remain its property, and Enagás shall have no right over or interest in them except in relation to the reception of the services. The Supplier owns any designs, documents, layouts, computer software programmes and specifications, and any similar items and the copies thereof, generated on the basis of its own documentation and technology in the performance of the work, and all inventions, patents, utility models and other intellectual and industrial property rights. However, designs, documents, layouts and computer software programmes (including their methodology, processes, technologies, hardware, licenses or algorithms), and any similar items and the copies thereof, delivered by the Supplier in performance of the Order shall become the property of Enagás.

Intellectual and industrial property rights and the technology and methodology resulting from the work or service carried out by the Supplier in performance of the Order and the records generated thereby shall be the property of Enagás, where such ownership shall not entitle the Supplier to increase the price stipulated in the Order for such work or service.

None of the Parties may use the registered trademarks or trade names of the other Party hereto in any publicly-released documents or medium, without the express and formal approval of the Party in question.

### **13. CANCELLATION OF THE ORDER.**

The Order may be cancelled under the following conditions:

- a) At the request of either of the Parties, in the event a total or partial material breach by the other Party of the obligations established in this Order, if the party in breach has failed to rectify the breach, provided it is possible, within ten calendar days following a request to do so by the party in compliance.

For the purposes of this Condition, a breach shall be considered the accumulation by the Supplier of a penalty for delay equal to or greater than 10% of the total amount of the Order, as well as the failure to renew the guarantees on maturity if necessary, as indicated in General Condition 15.

- b) At the request of Enagás, with no need to argue due cause, provided it notifies the Supplier one month in advance.

The foregoing cases of cancellation will have the following effects:

For the case of a), the Party in breach must indemnify the other party for losses and damages caused by the breach, including any extra costs arising from the breach of the Order.

For the case of b), Enagás shall pay the Supplier all outstanding amounts payable and reimburse the latter for any costs it has incurred as a direct result of the Order prior to notification of the cancellation.

In addition, for the cases of a) and b), when the Supplier receives notification of early cancellation of the Order, it shall cease all services related to the Order and use every means at its disposal to cancel outstanding orders and subcontracts, in terms satisfactory to Enagás. The Supplier shall perform only the services necessary to preserve and protect the work in progress and all items related thereto.

For the purposes of this General Condition, that contained in these General Conditions and that envisaged in current legislation shall also be deemed grounds to cancel the Order.

#### **14. LIABILITY.**

The Supplier will be liable to Enagás for any damages caused to Enagás or its employees either by the Supplier or persons for which it is legally or contractually liable, if such damages are caused by action or omission in the performance by the Supplier of its obligations or by any of the aforementioned persons with any form of negligence, fault or wilful misconduct.

The total liability of the Supplier to Enagás under this Order for all warranties and indemnities for damage to the assets of Enagás may not exceed 100% of the Order price, except in the case of wilful misconduct or gross negligence. This limit excludes redesigning of engineering, indemnities for damages to third parties and penalties for delays in performance of the Order.

In the event of a concurrence of faults or of third-party fault in the cause of damage, liability must be graduated in accordance with the degree of involvement of the Parties.

Liability for indirect, consequential damages caused by one Party to the other is excluded. In particular, losses of production, operations, profits and, in general, indirect losses or damages borne by the Parties are excluded.

The Supplier is liable to and shall hold Enagás harmless for any claims by third parties against Enagás for losses and damages to such third parties caused by an act or omission in execution of obligations by the Supplier or any of the aforementioned persons involving any form of negligence, fault or wilful misconduct. For these purposes, third parties include not only the individuals and legal entities unrelated to this Order, but also the employees of Enagás, whereby the Supplier is liable for any losses and damage caused to these parties. The same liability may also be demanded from Enagás by the Supplier, except for that relating to death or accident claims of the Supplier's employees or other personnel dependent upon it, in which case the Supplier shall be liable and hold Enagás harmless in relation to such claims.

The liability of the Supplier shall not be limited as a result of the documents or information provided by Enagás in order to carry out the purpose of the Order, unless such information conditions or serves as the basis for the execution thereof.

The Supplier shall be liable to third parties, and Enagás shall be exempt therefrom, for death or accident claims of its employees or personnel dependent upon it, as well as those brought by third parties as a result of the accidents, actions or omissions of the Supplier due to the breach of its obligations during the warranty period included in General Condition 18.

In the event the Order is cancelled due to the Supplier's failure to comply, the Supplier shall indemnify Enagás for the extra costs that it incurred as a result of contracting new services. In order to cover this indemnity, Enagás may make use of the amounts withheld or, where appropriate, enforce the performance bond, pursuant to that established in General Condition 15 below.

#### **15. GUARANTEES AND WITHHOLDINGS.**

For orders which exceed €30,000, or for those requested in the Specific Conditions, when the Order is signed the Supplier must deliver to Enagás a performance bond for the obligations and responsibilities arising from the Order, for 10% of the price thereof, and according to the template attached in Appendix 1 of these General Conditions. The bond shall be held in favour of Enagás during the warranty period established in General Condition 18 to cover

any damages and expenses which could arise from defects in the services performed, and shall be returned upon completion of the aforementioned period if there are no defects.

If the price of the Order increases during its execution, the Supplier shall be obliged to provide Enagás with a supplementary bond with identical requirements to those set forth in this Condition, for 10% of the increase in the Order.

Furthermore, in the cases envisaged in General Condition 6, Enagás shall withhold 10% of the amount of each of the invoices payable to the Supplier as a guarantee. This withholding may be substituted, at the request of the Supplier and with the authorisation of Enagás, by a bond adapted to the template in Appendix 2 of these General Conditions. The 10% withholding of each invoice submitted by the Supplier, or the bond which substitutes it, shall be released, where appropriate, upon completion of the warranty period pursuant to General Condition 6. However, in the event that, in accordance with this General Condition, a performance bond has been requested for an Order and a portion of the invoice has also been withheld, the aforementioned withholding shall be released upon completion of the services.

The performance bond shall be issued with an expiry date of twelve months after the estimated end date of the warranty period. If the warranty period is not expected to end on the date specified in the guarantee four months prior to the expiry thereof, the Supplier shall extend the validity of the guarantee (or deliver a new guarantee) until the new estimated end date of the warranty period stipulated by Enagás. Failure to extend the validity of the guarantee (or to provide a new guarantee) shall be considered breach of the Order.

Both the performance bond (where applicable) and the withholdings carried out (or the bond that replaces them) may be used to refund the amounts accrued, for indemnities due to delays, as well as any other liability which the Supplier and/or their subcontractors may incur as a result of any breach of the obligations assumed according to this Order.

The bonds indicated in the paragraphs above shall be issued by a Bank of renowned prestige with a commercial branch in Spain and with the validity, scope and amount determined in the templates. The expenses arising from the bonds shall be borne by the Supplier.

#### **16. NO EMPLOYMENT RELATIONSHIP.**

For the purposes of the Order, under no circumstances will the employees, agents or personnel reporting to the Supplier or subcontractors be considered related to Enagás.

#### **17. INSURANCE.**

The Supplier shall take out and maintain in force, at its own expense, in sufficient amounts and during the term of the Order, the following Insurance Policies:

- a) **Social welfare insurance and accident and/or life insurance** covering all its employees assigned to the services, as required by law.
- b) **Civil Liability Insurance** to cover third-party claims for material or personal damages and consequential losses thereof, caused while fulfilling the obligations set forth in this Order.

This Policy must include the following provisions:

- 1) The indemnity limit shall have a cover equal to at least €500,000, and may be increased, on objective grounds, in the Specific Conditions of the Order.
- 2) The insurance shall also include cover for civil liability arising from accidental contamination of the environment, when expressly stipulated in the Specific Conditions, employer civil liability to the employees of the Supplier or those of its subcontractors, and civil liability for products and completed work, exclusively for work that entails the supply of materials and equipment.



- c) **Insurance for material damage** to all its vehicles, equipment, machinery and tools used. Also including civil liability insurance for damage that its vehicles, equipment or machinery may cause Enagás or third parties.

These Policies will be the "Primary policies" and must be enforced before any other applicable policy. The aforementioned Insurance must be taken out with reputable and solvent insurance companies.

Irrespective of the foregoing, the Supplier may take out, at its own expense, any other additional insurance it deems necessary to cover all its interests and responsibilities that may arise from the Order.

Prior to beginning the services, the Supplier shall send Enagás a certificate for each of the insurance policies indicated in the paragraphs above, which will be included as Appendix 4, except when this General Condition on insurance is not applicable to the Order. This certificate must be renewed on an annual basis before it expires, and the cover must be extended if Enagás deems it necessary. Failure to comply with this obligation will be considered grounds to cancel the Order.

The Supplier shall notify Enagás in writing, during the term of the Order, of any incidents that affect the validity and conditions of the insurance taken out.

Enagás may ask the Supplier at any time to provide the original Policies or certified copies of the insurance policies taken out, as well as receipts proving that it is current in the payment of the related premiums.

In the event of a claim, the Supplier shall bear any differences arising in the payment of indemnities on claims, either as a result of applying deductibles or any other reason, in connection with the insurance policies taken out.

Any insurance taken out in compliance with this General Condition must include an express exemption of liability for Enagás, with an express waiver by the insurers under such insurance policies of any right of recovery or subrogation against Enagás.

The Supplier shall be solely responsible for requiring its subcontractors to take out the necessary insurance. The foregoing shall not release the Supplier from its liability to Enagás.

## **18. WARRANTY PERIOD**

A twelve-month warranty period is established for the services that begins with the provisional acceptance thereof upon completion, in accordance with that established in General Condition 5. Once this period has elapsed, the services shall be considered definitively received when Enagás issues the related document, except for that established in the following paragraphs.

If during the warranty period it is detected that the services are defective or in any way in breach of the Order, Enagás shall notify the Supplier in writing of the defects or breaches identified.

The Supplier shall again provide, as from the date of this notice and throughout the warranty period and at its own expense, all the services required to rectify the errors or omissions made when initially rendering the services.

A new warranty period equal to the previous period shall apply to those services which have been repaired or replaced as a result of that set forth in this General Condition.

In the event there are defects and the Supplier does not comply with its obligation to repair or replace such services as established in these General Conditions, Enagás may repair or replace the services on its own and charge the Supplier for the expenses incurred, without prejudice to Enagás' right to be compensated for any expenses, losses and damages that may have been incurred, to enforce, where appropriate, the performance bond established in General Condition 15, or to make use of the withholdings established therein.

## **19. TAXES.**

Each Party shall bear the taxes and fees for which it is liable in accordance with prevailing legislation.

If the Supplier is a foreign company, it must provide a tax residence certificate for the purposes of the pertinent treaty in order to avoid double taxation.

## **20. CONFIDENTIALITY.**

For the purposes of the Order, confidential information is all information delivered, sent, received or exchanged that has been identified as such, especially layouts, designs and specifications, except information whose disclosure has been authorised in writing by each Party.

Confidential information shall not be disclosed by the Parties during the term of the Order or for an additional term of five years following termination thereof.

The content of the Order may not be publicly disclosed by either of the Parties without prior written consent from the other Party.

The following shall not be considered confidential information:

- Information in the public domain at the time of disclosure.
- Information that has been published or has otherwise become part of public domain with no breach by the Party receiving such information.
- Information already held by the receiving Party at the time of disclosure.
- Following disclosure, information received by a third party with the legal right to disclose such information.
- Information independently developed by the receiving Party without reference to the confidential information of the Supplier.

In addition, either of the Parties may disclose the Confidential Information of the other if required by law or by means of a court order.

In the event of disclosure or loss of confidential information, the receiving Party shall immediately notify the supplying Party.

The Supplier undertakes to use this information exclusively within the scope of performing the agreed-upon services and for the sole purpose of complying with that agreed upon. The Supplier shall therefore be liable for any damages caused to Enagás by breach of the foregoing.

Upon completion of the Order, the Supplier undertakes to delete from its files, eliminate from its facilities and not to disclose to third parties all information relating or belonging to Enagás. Enagás shall also be entitled to verify *in situ* that the aforementioned actions have been carried out by the Supplier.

## **21. PERSONAL DATA PROTECTION.**

### **a) Provision of services without access to personal data**

The provision of the services does not directly imply a processing of personal data.

Notwithstanding the foregoing, it is possible that employees in charge of the PROVIDER have access to premises where files are processed with this kind of information, or can access media or resources containing personal data or other kind of confidential information belonging to ENAGÁS.

In this sense, the PROVIDER is expressly forbidden from accessing the personal data owned by ENAGÁS. The PROVIDER undertakes to inform its employees of this prohibition and to keep due professional secrecy and confidentiality with respect to personal and or confidential information that is accessed incidentally that is not related to the provision of the service.

**b) Duty of mutual information between the parties that sign the agreement**

In accordance with the Organic Law 3/2018 on Protection of Personal Data and Guarantee of Digital Rights and the General Data Protection Regulation (EU) 2016/679 of April 27, legal representatives of the parties involved in the agreement are informed that their contact details included in this agreement or those provided with the contractual relationship, will be included in two records of processing activities whose purpose is the management of the contractual relationship to execute the service, this being the basis that legitimizes to the parties the processing of their personal data.

Data collected are essential for the establishment and development the contractual relationship and the data will not be transferred to third parties, unless there is a legal obligation and always informing previously the party that owns them. However, in the event that a service has to be executed by a third party, only those third parties that are legally or contractually linked to them may access the personal data of the parties for the provision of auxiliary services necessary to ensure the service.

Each party will keep personal data of the representatives of the other party while this agreement is in force and, once the agreement is resolved, will be store, duly blocked, available to judges and courts or Public Administrations, for the purpose of determining any liability arising from the processing.

International transfers of representatives `data will not be made. Otherwise, the parties will inform to the other party in advance and must comply with the adequacy guarantees that are necessary according to the European Data Protection Regulation.

Likewise, the parties undertake to adopt the technical and organizational measures necessary to avoid loss, misuse, modification, unauthorized access or theft in order to guarantee the security of the personal data provided.

At any time the legal representatives of both parties may freely exercise their rights of access, rectify, erasure (or right to be forgotten), data portability, restriction, object to its processing and not to be the subject of automated individual decision-making, when these rights are applicable, by written communication to the address indicated in the Agreement or through the email: [protecciondedatos@enagas.es](mailto:protecciondedatos@enagas.es) in case of ENAGÁS, and to the address indicated by the PROVIDER in the agreement. In any case, this communication must include, among other issues, the name and surname of the applicant, as well as the petition on which the request is based, and the address for notifications, the date, signature and a copy of your ID card or equivalent document and specifying your request. Parties undertake to communicate in writing reciprocally any modification that may occur in their data.

If the parties consider that their data are not processed correctly, they can also address their claims to the Authority with competence in matters of data protection that, in case of Spain, is the responsibility of the Spanish Data Protection Agency ([www.aepd.es](http://www.aepd.es)).

**22. FORCE MAJEURE.**

None of the Parties shall be liable for breach of their contractual obligation as a consequence of Force Majeure or unforeseeable circumstances, as these are defined in the Civil Code. The other Party shall be notified of the emergence of a circumstances of Force Majeure or unforeseeable circumstances within 48 hours at maximum following their discovery.

Each of the Parties shall use its best efforts -provided it is able to do so- to prevent or mitigate the effects of the circumstances of Force Majeure or unforeseeable circumstances and to ensure normal continuation of this Order.

In such cases, the times of performance of the stipulated obligations will be extended for a period equal to the time lost owing to Force Majeure or unforeseeable circumstances.

In the event a situation of Force Majeure or unforeseeable circumstances affecting all obligations of one of the Parties in relation to the Order, or a substantial portion of such obligations, should continue without interruption for more than two months, the Party unaffected by such situation of Force Majeure or

unforeseeable circumstances may cancel this Order with prior notice of fifteen (15) calendar days. Such cancellation will not release the Parties from fulfilling the obligations assumed prior to the situation of Force Majeure or unforeseeable circumstances.

### **23. APPLICABLE LAW AND JURISDICTION**

This Order is subject to the laws of Spain.

The Parties undertake to comply with the Order in good faith and to negotiate and resolve, on amicable terms, any differences that may arise in connection with the application, development, compliance, interpretation and performance of the Order.

The Parties expressly agree that any differences or disputes arising in connection with the Order and, in particular, with the interpretation, performance or breach thereof, prior to or following completion, will be subject to the jurisdiction of the courts and tribunals of the city of Madrid, insofar as they cannot be resolved through mutual agreement in the opinion of one of the Parties.

The submission of disputes between the Parties to the aforementioned legal bodies does not entitle either Party to suspend performance of the obligations it has undertaken by virtue of the Order.

### **24. QUALITY AND ENVIRONMENT.**

The Supplier have a duly documented system in place for ensuring quality, prepared in accordance with UNE or UNE-EN standards and guidelines, and this system must be applied to the subject matter of the Order.

The system must be made available to Enagás from the time of the offer.

All orders shall be governed by prevailing national, regional, and local environmental legislation and by relevant Enagás internal rules and regulations.

The Supplier shall comply with Enagás' General Environmental Requirements set forth below:

#### **a) Compliance with prevailing environmental legislation:**

Companies contracted to carry out miscellaneous work or refurbishment agree to comply with prevailing environmental legislation while conducting their activities at work sites or when handling equipment, substances, products and waste pertaining to Enagás.

When supplying products and services, the Supplier agrees to comply with prevailing environmental legislation relating to the use of hazardous or banned substances, packaging and labelling, transportation conditions, emissions of noise or smells caused by usage of the equipment, and any other environmental specifications laid down in prevailing legislation.

When supplying chemicals, the Supplier will provide the safety data sheets for the products ordered, which must set out the information stipulated in prevailing legislation.

#### **b) Use of materials, products, premises and services:**

The Supplier shall only use the quantities of hazardous products on Enagás premises or its sites that are specifically required to perform its activities.

It shall properly transport any material, product or equipment required to perform the activity to the sites where it is to be used, assuming responsibility for the temporary storage thereof at the locations earmarked for such purposes.

It will indicate the hazard level of any hazardous product on its packaging, in accordance with prevailing legislation.

It shall adopt appropriate measures when handling chemical products such as oils, lubricants, paints, solvents, etc. to avoid spillage thereof into the soil or natural or civil waterways.

It shall use the safety data sheets for any hazardous products used to perform the services, and must provide Enagás with copies thereof.

Pursuant to prevailing legislation, it will remove and manage any of its packaging, excess product or impregnated materials that are used to carry out its activities.

It will prevent any waste of water, energy and other related commodities.

It shall maintain the equipment used to provide the services in correct working order to avoid noise and nuisance or uncontrolled emissions.

**c) Spills:**

In the event of a spill, it shall adopt the following protocol, respecting at all times the instructions set forth in the safety sheets of the spilled products:

Immediate action:

- Act to ensure the spill is halted.
- Take physical steps to ensure the spilled product is contained.
- In the case of liquids, ensure the spill does not enter the waterways or soil on the site by channelling it to specially lined pools which do not have drains or drainage channels.
- If the spill reaches any drainage channels, it shall employ the means available to minimise the effects on the surrounding environment and shall immediately notify ENAGÁS.

Subsequent action:

- It shall not apply water to the spill.
- Collect the confined product in hermetically sealed containers that are appropriate for the spilled product.
- In the case of liquid spills, absorb any residual liquid with sand or another inert absorbent material, or sweep up and deposit the spill in appropriate containers.
- Label the container according to the product contained therein, and handle it as hazardous waste in accordance with prevailing legislation.

**d) Waste management:**

Waste must not be allowed to accumulate on ENAGÁS' premises or its work sites in an uncontrolled manner, especially any waste that could be hazardous to the environment. To this end, contractors shall separate and store the waste generated by their activities, and ensure they are not mixed together.

Hazardous waste must be stored separately in appropriately labelled containers that are suitable for this type of waste.

Inert waste from building and refurbishment work will be stored at a separate location, to be transported subsequently to an approved dumping facility.

Systems to select and collect any waste that can be reused or recycled must be established where feasible.

Waste must be appropriately stored and labelled until the contracted company collects it, in accordance, in any event, with prevailing legislation and programme for performing the services. ENAGÁS must be provided with evidence that this procedure is adhered to.

Any waste materials supplied by ENAGÁS shall be handled in accordance with Enagás' General Environmental Procedure: PGM-47 "Waste Management", whereby instructions should be obtained from ENAGÁS.

**e) Maintenance of heating and cooling systems:**

Companies responsible for performing these activities will provide proof that they are certified maintenance service providers.

Maintenance operations must be performed in accordance with the Building Heating System Regulation, ensuring that these systems do not release substances into the atmosphere and that any replaced parts are kept for recycling or destruction.

**f) Environmental controls:**

Companies contracted to monitor environmental parameters will attach the corresponding calibration certificate to their results report. It will not be necessary to provide this certificate if the contractor is ENAC-certified to carry out the controls, and the report states the level of uncertainty of the result obtained.

**g) Atmosphere:**

Companies contracted to perform statutory inspections of combustion points will record the results in an inspection report, including all data required by prevailing legislation. They will also transcribe the results of these inspections in the corresponding registers.

**h) Noise:**

Companies contracted to measure noise emissions in areas around Enagás facilities will record the results in an inspection report that must include the following:

- A description of the methodology followed to perform the measurements, as per the criteria established in the corresponding municipal bylaw or regional regulations. If no such regulation exists, the company will follow its own methodology.
- An indication of the existing legal limits. If no such references exist in law, the report will indicate this circumstance.
  
- An assessment of background noise and the methodology followed to measure this.
  
- A description of the site on which the facility is located and a sketch showing where the measurements were taken.
  
- In the event statutory limits exist, conclusions on compliance with these limits.

**i) Discharges:**

Companies monitoring dumping will record the results obtained in a report, comparing each parameter with the limits established in the dumping permit or, if such limits do not exist, those established in the laws applicable.

**j) Disturbances:**

Work or provision of the services will not entail any disruptive emissions or emissions beyond the levels permitted by current legislation in relation to air and water quality. They will not entail any noise considered as a disturbance because it exceeds the legally established limits, and no foul smells may be emitted.

**k) Dangerous activities:**

Proper authorisation must be requested from the Enagás representative prior to carrying out any activity that involves any actual or potential combustion or chemical reactions, or prior to temporary storage of inflammable or corrosive products.

All signs and rules at the site where the services are provided concerning fire prevention, instructions regarding energy use, handling machinery, no smoking areas, or services exposed to a fire hazard, must be followed.



**I) In cases of emergency:**

In the event of an environmental emergency, the contracted company shall act in accordance with the provisions and instructions established at Enagás.

In any event, and before starting to perform the services, the contracted company shall discuss any doubts regarding this requirement and the action to be taken with Enagás.

**24. NON-EXCLUSIVITY.**

Enagás is not bound by any exclusivity agreement with the Supplier, regarding any possible additional services, of any nature, that it may be interested in contracting. Therefore, irrespective of any existing tender request that, where applicable, may have been made to the Supplier, Enagás retains the right to contract a third party to perform any additional services.

**25. SUSTAINABILITY**

The Supplier declares that it is aware of and agrees to comply with Enagás' Business Principles, as well as the Corporate Policies and Positions (published on the following website of Enagás: [https://www.enagas.es/enagas/en/Sostenibilidad/Codigo\\_etico\\_y\\_politicas](https://www.enagas.es/enagas/en/Sostenibilidad/Codigo_etico_y_politicas)). It also agrees to respect and ensure compliance with the United Nations Global Compact and Universal Declaration of Human Rights when conducting its activities, irrespective of whether they are performed by its own personnel or by subcontractors.

Furthermore, for the duration of the Order, the Supplier agrees to allow Enagás to monitor the degree of compliance with these requirements, accepting any preventive or corrective measures that may be imposed.

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Signed in witness whereof on \_\_\_ \_\_\_\_\_.

\_\_\_\_\_  
**ON BEHALF OF THE SUPPLIER**

\_\_\_\_\_  
**ON BEHALF OF ENAGÁS**

**APPENDICES:**

- 1. ORDER PERFORMANCE BOND TEMPLATE.**
- 2. WITHHOLDING SUBSTITUTION GUARANTEE TEMPLATE.**
- 3. BOND ANTICIPATION NOTE TEMPLATE.**
- 4. INSURANCE CERTIFICATE TEMPLATE.**

**APPENDIX 1: ORDER PERFORMANCE BOND TEMPLATE**

The Bank \_\_\_\_\_ and, on its behalf, \_\_\_\_\_ aware of the Order \_\_\_\_\_ (*specify*), entered into between Enagás (or one of its subsidiaries) and \_\_\_\_\_ (Supplier)

**GUARANTEES**

\_\_\_\_\_ (guaranteed enterprise), before Enagás, S.A. (or one of its subsidiaries) jointly and severally, abstractly, with express waiver of the benefits of order, division and discussion of the goods of the guaranteed entity, up to the limit of \_\_\_\_\_ (amount), as a definitive deposit and bond securing performance of the obligations arising from the aforementioned Order and, therefore, comprising the present and future obligations arising therefrom, where such guarantee shall be enforceable at first request by Enagás, S.A. (or one of its subsidiaries).

The Bank will pay and enforce this guarantee up to its maximum and pre-set amount of \_\_\_\_\_ (amount), at the simple request of Enagás, S.A. (or one of its subsidiaries), where such payment shall not prejudice the solution of any controversies that should arise between Enagás, S.A. (or one of its subsidiaries) and \_\_\_\_\_ (guaranteed enterprise).

This guarantee shall have full validity until Enagás, S.A. (or one of its subsidiaries) authorises its cancellation in a certified letter to the Bank \_\_\_\_\_ with return of this document, or until XX-XX-XX, the date on which twelve months have passed since the end of the warranty period for this Order, whichever comes first.

The signatories of this Guarantee are duly authorised to represent and obligate the entity being guaranteed, pursuant to the deed of powers of attorney authorised by the Notary Public \_\_\_\_\_ on \_\_\_\_\_(day) of \_\_\_\_\_(month) of \_\_\_\_\_(year) and under protocol number \_\_\_\_\_.

This guarantee has been entered in the special guarantee register on this date under no. \_\_\_\_\_.

Signature and seal

**APPENDIX 2: WITHHOLDING SUBSTITUTION GUARANTEE TEMPLATE**

The Bank \_\_\_\_\_ and, on its behalf, \_\_\_\_\_ aware of the Order \_\_\_\_\_ (*specify*), entered into between Enagás (or one of its subsidiaries) and \_\_\_\_\_ (Supplier)

**GUARANTEES**

\_\_\_\_\_ (guaranteed enterprise), before Enagás, S.A. (or one of its subsidiaries) jointly and severally, abstractly, with express waiver of the benefits of order, division and discussion of the goods of the guaranteed entity, for the amounts withheld from each invoice, up to the limit of \_\_\_\_\_ (amount), as a definitive deposit and bond securing performance of the obligations arising from the aforementioned Order and, therefore, comprising the present and future obligations arising therefrom, where such guarantee shall be enforceable at first request by Enagás, S.A. (or one of its subsidiaries).

The Bank will pay and enforce this guarantee up to its maximum and pre-set amount of \_\_\_\_\_ (amount), at the simple request of Enagás, S.A. (or one of its subsidiaries), where such payment shall not prejudice the solution of any controversies that should arise between Enagás, S.A. (or one of its subsidiaries) and \_\_\_\_\_ (guaranteed enterprise).

This guarantee shall have full validity until Enagás, S.A. (or one of its subsidiaries) authorises its cancellation in a certified letter to the Bank \_\_\_\_\_ with return of this document, or until XX-XX-XX, the date on which twelve months have passed since the end of the warranty period for this Order, whichever comes first.

The signatories of this Guarantee are duly authorised to represent and obligate the entity being guaranteed, pursuant to the deed of powers of attorney authorised by the Notary Public \_\_\_\_\_ on \_\_\_\_\_(day) of \_\_\_\_\_(month) of \_\_\_\_\_(year) and under protocol number \_\_\_\_\_.

This guarantee has been entered in the special guarantee register on this date under no. \_\_\_\_\_.

Signature and seal

**APPENDIX 3: BOND ANTICIPATION NOTE TEMPLATE**

The Bank \_\_\_\_\_ and, on its behalf, \_\_\_\_\_ aware of the Order \_\_\_\_\_ (*specify*), entered into between Enagás (or one of its subsidiaries) and \_\_\_\_\_ (Supplier)

**GUARANTEES**

\_\_\_\_\_ (guaranteed enterprise), before Enagás, S.A. (or one of its subsidiaries) jointly and severally, abstractly, with express waiver of the benefits of order, division and discussion of the goods of the guaranteed entity, up to the limit of \_\_\_\_\_ (amount), as a definitive deposit and bond securing the advances received and the performance of the obligations arising from the aforementioned Order and, therefore, comprising the present and future obligations arising therefrom, where such guarantee shall be enforceable at first request by Enagás, S.A. (or one of its subsidiaries).

The Bank will pay and enforce this guarantee up to its maximum and pre-set amount of \_\_\_\_\_ (amount), at the simple request of Enagás, S.A. (or one of its subsidiaries), where such payment shall not prejudice the solution of any controversies that should arise between Enagás, S.A. (or one of its subsidiaries) and \_\_\_\_\_ (guaranteed enterprise).

This guarantee shall have full validity until Enagás, S.A. (or one of its subsidiaries) authorises its cancellation in a certified letter to the Bank \_\_\_\_\_ with return of this document, or until XX-XX-XX, the date on which twelve months have passed since the end of the warranty period for this Order, whichever comes first.

The signatories of this Guarantee are duly authorised to represent and obligate the entity being guaranteed, pursuant to the deed of powers of attorney authorised by the Notary Public \_\_\_\_\_ on \_\_\_\_\_(day) of \_\_\_\_\_(month) of \_\_\_\_\_(year) and under protocol number \_\_\_\_\_.

This guarantee has been entered in the special guarantee register on this date under no. \_\_\_\_\_.

Signature and seal

**APPENDIX 4: INSURANCE CERTIFICATE TEMPLATE**

....., on behalf and in representation of *(name of insurer)*, by virtue of the powers granted in the public deed executed before the Notary Public of....., ..... on .....(day) of.....(month) of .....(year), with protocol number.....

**HEREBY CERTIFIES:**

That the Company *(Name of the Supplier)*, has taken out general liability cover with this company/ insurance company *(if more than one insurer, name each of them and their percentage share of the insurance policy)* through contract/ policy no. ...., in which from 0:00 of ....(day) of .....(month) of .....(year) until 24:00 of ....(day) of .....(month) of .....(year), the civil liability is covered *(applicable cover: general, professional, employer's)* of *(name of the Supplier)*, in the performance of its activities, specifically to carry out performance of the Order with ID no. ...., for *(description of subject-matter of Order)*, with a minimum of *(minimum amount of liability that must be insured.- Check Order)*.....euros.

\*(Note: Include the following paragraph only when Enagás provides technical staff to perform the subject-matter of the Order).

Enagás and its personnel, contractors and subcontractors, shall be Additional Insured parties for their participation in ..... *(Description of the subject-matter of the Order)*.

The Insurer waives its right of recovery against them or their insurance companies, and shall not take legal action that may be applicable when civil liability is attributed to them as a result of the activity undertaken by..... *(Name of the Supplier)*, and for events which are subject to cover under the aforementioned Policy.

It does so state for the record in the city of ....., on .....(day) of..... (month) of .....(year).

Signature and seal