

GENERAL CONDITIONS OF WORKS

1. PARTIES.

Supplier (natural person or legal entity indicated at the top of the Order), and Enagás S.A. (or any of its Subsidiaries) (hereinafter "Enagás").

2. CONTRACTUAL REGIME.

The Order is governed by the terms and conditions set out in the Order and in the General Conditions.

These General Conditions will apply in full to the Order, except where they are expressly derogated from or modified in the Order.

In the event of any discrepancy between the General Conditions and the Order, the provisions of the latter will apply.

To be effective, any modification of the General Conditions or the Order must be formalised in writing and signed by the Supplier and Enagás.

Any exception to these General Conditions proposed by the Supplier will only be valid if it has been previously formulated in writing and accepted in the same form by Enagás, and will only be applicable to the Order for which it has been proposed, and under no circumstances may it be extended to current or subsequent contracts with the Supplier.

3. ENTRY INTO FORCE.

Once signed by Enagás, the period of validity of the Order will be extended until completion of the works contracted, including the guarantee period. For the issue and payment of invoices, the Order will come into force and take effect upon receipt by Enagás of the duplicate copy of the Order, accepted and signed by the Supplier.

4. PRICES AND EXTRAS.

The total amount of the Order is as stated in the Order and, unless otherwise stated in the Order, does not include VAT.

The prices included in the Order will be final, unless otherwise stated in the Order. Price increases or revisions to the prices indicated in the Order will not be accepted, unless they are contemplated in the Order.

Increases in work over and above those indicated in the Order will not be accepted unless they are contemplated in the Order or expressly authorised in writing by Enagás by means of a document signed by both Parties.

The Supplier will be responsible for any difference between the amount tendered and the actual cost incurred for the works.

5. EXECUTION PERIOD AND PENALTIES.

The Order will not be deemed to have been fulfilled, and therefore the works completed, until they have been constructed and assembled at the place and within the time limits specified in the Order and, where applicable, the relevant technical documentation requested in the Order has been delivered. At the same time, the provisional acceptance of the work will be deemed to have taken place by means of a document issued for this purpose by Enagás.

Whenever the Supplier does not comply with the deadline set out in the Order, and the delay is not attributable to Force Majeure or Fortuitous Event, as these are defined in the General Conditions, the Supplier will pay



Enagás a cumulative penalty for each week of delay or part thereof, for the following amounts:

- ✓ For the first week of delay or part thereof: 0.5% of the total price of the Order.
- ☐ For the second week of delay or part thereof: 1.5 % of the total price of the Order.
- ☐ For the third week of delay or part thereof: 3% of the total price of the Order.
- ☐ For the fourth week of delay or part thereof and subsequent weeks: 5% of the total price of the Order, for each of these.

The penalties for delay cannot exceed, overall, 10% of the amount of the Order.

Once a cumulative penalty for delay totalling 10% of the total amount of the Order has been reached, Enagás may terminate the Order pursuant to the provisions set out in these General Conditions.

6. BILLING AND PAYMENT.

All invoices must be issued in compliance with current tax and commercial requirements.

Invoices issued for orders to which these General Conditions apply must include the following codes:

Order No./ Supplier/company code (Enagás company indicated on the order):

Certification No.: (8000xxxxxx that Enagás has previously had to provide to the Supplier).

Invoices must be issued with the same concepts or items indicated in the Order, without which they will be returned to the Supplier.

Invoices must be sent, for management on the Easyap platform, by one of the two alternative means, at the Supplier's discretion, indicated below (these addresses are exclusively for receiving invoices):

- Hard copy to Apartado de correos 3590 (PO Box).
- Electronic format (facturae 3.2.1 or higher) or PDF (version 1.3 or higher unprotected and with a resolution of 300Dpls or higher). In this case they will be sent to the following email address facturasconpedido.enagas@easyap.com

If invoices are sent in PDF format, they must meet the following requirements:

- Include only one file per invoice and never more than one invoice per PDF. In each email you can attach as many invoices and attachments as you want, but must always have different names. This means that the name of one PDF cannot be the root of another. For example, you cannot call one PDF 'invoice' and another 'invoice01' in the same email. The recommendation would be "I01.pdf", "I02.pdf", "I03.pdf", etc.
- If you wish to send attachments to the invoice, this must be done in an additional file and never together with the invoice. The file name of the attachment file must be the same as that of the invoice, followed by "_attachment". For example: "invoice.pdf" and "invoice_attachment.pdf", for the invoice and attachment file respectively.
- If you are going to send several invoices in the same email they can be sent in a compressed .zip file (.rar is not supported).

You can check the status of your invoices by registering at <https://proveedoresenagas.easyap.com>

Under no circumstances can the invoice date be earlier than the date the work is conducted.

Invoices will not be accepted if their prices and discounts do not match those set out in the Order, except in those cases in which, as a consequence of a review accepted by both Parties, or subsequent agreement, different prices and conditions are applicable.

Payment of invoices issued by the Supplier, in accordance with the provisions of the foregoing conditions and the Order, will be made on the day after 60 days have elapsed from the acceptance of Works, under the terms established in article 4 of Law 3/2004, of 29 December, which establishes measures to combat late payment in commercial transactions; and will be managed by "reverse factoring/transfer" by a bank of Enagás' choice. If, in accordance with the foregoing, the day on which payment is due to be made is a public holiday, payment will be made on the next working day.

The handover of the guarantees required in the Order from the Supplier to Enagás is an essential requirement for acceptance of the invoices.

Generically, for orders for amounts between 5,000 and 100,000 euros, Enagás will retain 10% of each invoice submitted by the Supplier as a guarantee on the amount to be paid in each invoice. The withholding of 10% of each invoice submitted by the Supplier will be returned at the end of the guarantee period referred to in General Condition 18.

The amounts paid will be considered, for all purposes, as payments on account of the final settlement, which will be made once all the works subject to this Order have been completed, without their payment prejudging the compliance of the same with the provisions of this Order.

7. SUPPLIER'S OBLIGATIONS.

The Supplier will provide the works listed in the Order within the execution period specified therein, using the utmost diligence required in the professional field for the type of works covered by the Order, and in accordance with the usual practices of companies with proven experience, following the applicable procedures and standards and the instructions received, where appropriate, from Enagás.

In addition, the Supplier undertakes to comply with the quality level set out in the Order.

The Supplier undertakes to facilitate access to any other Supplier designated by Enagás and coordination with, for the rendering of works other than those object of the Order, but with which there may be any type of interrelationship.

The Supplier, where applicable, will be in possession of all permits and licences for the use of the tools necessary to perform the works which are the subject of the Order.

The Supplier will carry out the work in a diligent manner, subject to these Conditions, and will take special care in the conservation of the works, plans, documents, tools, utensils, materials and other objects, whether their own or those supplied by Enagás, and will be responsible for any damage that may occur.

The Supplier will be liable for all damages, including non-contractual liability, which the Supplier and the persons for whom it is legally or contractually liable may cause as a result of the execution of the works and/or which occur on the site of the works.

The Supplier will be liable to Enagás for the actions and/or omissions of subcontractors, as if it had done so itself.

The Supplier will be responsible for providing all the human resources necessary for the correct execution of works, as well as for ensuring that they have and receive the appropriate training to guarantee the fulfilment of the objectives. In this regard, the Supplier's personnel assigned to the execution of the works will be duly qualified and experienced in similar works.

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The Supplier must present supporting documentation confirming that it is up-to-date with its tax and Social Security obligations.

The Supplier undertakes to fulfil and ensure that its staff fulfil the obligations imposed by labour legislation in matters of occupational health and safety, social security, complementary pension plans, accident insurance and



staff recruitment.

It also undertakes to comply with and enforce safety and behavioural rules and any standards implemented by Enagás in its facilities and plants and Enagás undertakes to supply these standards and any amendments that may occur during the provision of the works. In this regard, attached as [Appendix 1](#) to these General Conditions is Enagás' policy on safety (personal safety, infrastructure, environment and road safety), health and well-being, the environment (promoting energy efficiency and reducing emissions) and quality, which the Supplier hereby declares to be aware of and accepts without prejudice to its compliance with any other obligations that may arise in this regard.

The Supplier will be responsible for any organisational, labour, disciplinary and social security matters and, generally, any responsibility arising in relation to the resources assigned to execution of the Works and no general labour and/or legal relationship will be established between the above-mentioned staff of the Supplier or its subcontractors and Enagás.

The Supplier, whose work is carried out at an Enagás site, undertakes, throughout the term of the Order, to remain registered on the Enagás Contractor Accreditation Service (SACE) platform under the terms contained in the Instructions attached as [Appendix 2](#) to these General Conditions, which the Supplier declares to be aware of and accepts, as well as to provide during the same term any documentation on the protection of the health and safety of workers that may be required by Enagás for the purposes and under the terms of the provisions of Royal Decree 171/2004, of 30 January, which implements article 24 of Law 31/1995, of 8 November, on the Prevention of Occupational Hazards, in the area of coordination of business activities.

The Supplier will be liable and will hold harmless Enagás from any suit or claim initiated by the resources assigned to the execution of the works and/or imposed on Enagás as a consequence of said action.

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

The Supplier will provide the technical means necessary for the provision of the works covered by the Order and will be responsible for the maintenance of such means. If, for safety reasons, the technical resources must be provided by Enagás, the cost of their use will be charged to the corresponding invoice.

Inscriptions substantiating that they have been carried out by the Supplier may be placed on the works, and the name of Enagás must also appear on them. No entry of a commercial advertising nature may be published without the prior formal written approval of the Party concerned. In any case, the Supplier will be subject to all indications received from Enagás.

The Supplier or its subcontractors may not publish articles, photographs or advertisements relating to the works covered by the Order without the prior approval of Enagás.

8. OBLIGATIONS OF ENAGÁS.

Enagás will pay the price for the works in the manner and amount established in the Order.

Enagás will collaborate with the Supplier in the development of the works, facilitating access to the information requested by the Supplier.

With regard to infrastructure, Enagás will provide the necessary physical space at its facilities in those cases in which, due to the nature of the works provided or for security reasons, the physical presence of the Supplier's personnel is required for their execution. The use of this infrastructure will be charged for in the corresponding invoice.

9. OWNERSHIP AND POSSESSION.

Both the works and the site where they are developed are the exclusive property and/or right of Enagás and, consequently, the Supplier does not acquire any ownership rights over them nor may it constitute any real right over them. The Supplier expressly waives any right of retention on the works.

The ownership of the materials supplied by the Supplier shall be transferred to Enagás at the time these are received at the work site.

Likewise, all designs, plans and specifications delivered by Enagás to the Supplier for the execution of the works belong to Enagás, as well as inventions, patents, utility models and other industrial property rights generated or to be generated on the basis of any documentation delivered by Enagás to the Supplier for the execution of the works.

Possession of the works will remain with the Supplier until Provisional Acceptance, at which time the associated risks will be transferred to Enagás.

The ownership of the materials to be supplied by Enagás, where applicable, will remain with Enagás throughout the term of the Order. Notwithstanding the foregoing, the risk on the same will remain with Enagás only as long as they are not delivered to the Supplier where indicated in the Order, and the Supplier will, from this moment, be liable to Enagás for any damages caused to the same, except those arising from manufacturing defects.

10. DOCUMENTATION.

At the time of completion of the provision of works, or, failing this, at such time as the Parties may agree, the Supplier will send Enagás the technical documentation required in the Order, free of charge.

The Order will not be considered completed until all the documentation required in accordance with these General Conditions and the Order itself has been received by Enagás. Delays in the delivery of the requested documentation will entitle Enagás to withhold payments to the Supplier until such documentation is received.

The Parties undertake, for a minimum of six (6) years from the date of receipt of the works (according to General Condition 5) and of the documentation, to keep in their possession the original documents, as well as any other document deemed appropriate from an inspection and quality control point of view, and also undertake to provide each other with the necessary copies for the same period of time.

11. ASSIGNMENT.

Enagás and its Group companies may convey, on a singular basis and through any act in the law, its position in this Order to any other company that forms part of the ENAGÁS Group. Likewise, ENAGÁS and the companies of its Group may convey their contractual position as a consequence of any universal transfer (including, but not limited to, those arising from mergers, splits, segregation and global transfer of assets and liabilities), whether such universal transfer is voluntary, or as a consequence of the application of electricity or gas sector regulations on the legal separation of activities. Enagás or its Group company will communicate, as soon as possible, the effective date of the transfer and the identification data of the new Party to this Contract.

The Supplier cannot assign or transfer the benefits, rights, interests, obligations and contractual position stemming from the Order in full or in part without prior written consent from Enagás. Breach of this obligation by the Supplier will be sufficient cause for the termination of the Order.

The assignee will in any event assume in full all rights and obligations arising from this Order, whether before or after the time at which the assignment becomes effective.

12. SUBCONTRACTING.

The Supplier may not subcontract all or part of the Order without the prior written approval of Enagás. Failure to comply with this obligation will entitle Enagás to terminate the Order.

No contractual and/or labour relationship whatsoever will arise between Enagás and the Supplier's subcontractors as a consequence of the execution of the Order.

Enagás reserves the right to request the substitution of those subcontractors that, prior to the commencement or during the progress of the Order, are not reasonably appropriate to maintain. The Supplier may ask Enagás to give reasons for requesting replacement of the subcontractor.

The subcontracting will not exonerate the Supplier from any of its contractual responsibilities or obligations. The Supplier will also be fully liable with Enagás for the acts, faults and negligence of any of its subcontractors, or of their agents and workers.

Enagás will not be liable to any subcontractor or any personnel of the subcontractors with regard to any claim.

The Supplier shall hold Enagás harmless from any claims that subcontractors may lodge with regard to this Order, compensating Enagás for any cost or payment which, where appropriate, it is obliged to make as a consequence of said claims, including the legal defence and procedural representation.

In the event of a claim by any subcontractor, Enagás will be entitled to withhold the amount claimed by them from the invoices pending payment to the Supplier.

13. INTELLECTUAL AND INDUSTRIAL PROPERTY.

The Supplier guarantees Enagás that it holds the intellectual property rights to the products it offers, either directly or indirectly through the corresponding agreements with its suppliers. In any case, the Supplier will be responsible for obtaining the necessary assignments, permits and authorisations from the holders of the corresponding patents, models and trademarks, as well as for obtaining the necessary licences or intellectual property rights, and will be responsible for the payment of the rights and compensation derived from such concepts.

The Supplier will at all times protect Enagás from any liability for infringements related to rights arising from patents, trade secrets, copyrights, trademarks, trade names or similar rights and, ultimately, from any liability for infringements related to industrial or intellectual property rights that the Supplier may incur. The Supplier undertakes to do whatever is necessary to indemnify Enagás and its personnel against any claims or lawsuits that may be brought against Enagás and/or its employees for such infringements and to indemnify the latter for all damages, expenses and costs (including consultancy, legal and lawyers' fees) that it may incur as a result of such claims or lawsuits or for the actions in which it is required to intervene.

For the purposes of the foregoing, the Supplier undertakes to notify Enagás, in an irrefutable manner and immediately upon receipt, of any claim, judicial or out-of-court, addressed to it and filed by third parties with respect to the industrial or intellectual property rights that are the object of the Order.

In any event, if Enagás is sued by a third party for breach by the Supplier of the obligations referred to in this clause, the Supplier, at the request of Enagás and within ten (10) calendar days, will be obliged to present a financial guarantee for a minimum of ten percent (10%) of the total amount of the Order and its revisions, extensions and administrative work, if any, to cover the amount of the claim received.

Enagás will own all documents, designs, plans, computer programs and specifications, as well as their analogue versions and any copies thereof that Enagás may deliver to the Supplier for the execution of the work, as well as any inventions, patents, utility models and other industrial property rights generated or that may be generated on the basis of any documentation that Enagás may deliver to the Supplier for the execution of the work. The Supplier must use them exclusively for the execution of the Order and will return them on completion of the same, maintaining at all times the appropriate precautions for the processing, handling and transmission of the information, guaranteeing security and confidentiality, in accordance with the provisions of these General Conditions and the legislation in force applicable to each Order.

Designs, documents, plans, computer programs and specifications, as well as the analogue versions and copies thereof, owned by the Supplier before the start of the Services, are and will remain the property of the Supplier, and the Company will not have any right over or interest in them except for the receipt of the Services. Likewise, the Supplier owns the designs, documents, plans, computer programs and specifications, as well as the analogue versions and copies thereof, generated where appropriate using its own documentation and technology in the execution of the Works, as well as inventions, patents, utility models and other industrial or intellectual property rights. However, the designs, documents, plans and computer programs (including their methodology, processes, technologies, hardware, licences or algorithms), as well as their analogue versions and copies thereof, which have been delivered by the Supplier in compliance with the Order, will become the property of Enagás.

In any case, the intellectual or industrial property rights and the technology and methodology resulting from

the works or services carried out by the Supplier in compliance with the Order, as well as the registrations to which any of these give rise, will correspond to Enagás, without this conferring any right on the Supplier to increase the price set in the Order for said work or service.

Furthermore, neither of the parties may use the registered trademarks or trade names of the other party in public communications without their explicit formal approval.

14. ORDER TERMINATION.

The Order may be terminated on any of the following grounds:

- a) At the request of either Party, in the event of a major breach by the other Party, in full or in part, of the obligations set out in the Order when, having been requested by the Party not in breach to redress the Breach, wherever possible, this has not taken place within a deadline of 10 calendar days.

For the purposes of this Condition, the accumulation by the Supplier of a late payment penalty equal to or greater than 10% of the total amount of the Order, as well as the non-renewal of the guarantees upon their maturity in case of need, as indicated in General Condition 15, will be considered non-fulfilment.

- b) At the request of Enagás, without the need to identify just cause, provided that the Company is notified one month in advance.

In the cases of termination set out above, the following effects will take place:

In case a), the Party in breach will be obliged to compensate the other party for the damages and losses caused as a result of the breach, including extra costs caused by breach of the Order.

In case b), Enagás will pay the Supplier all amounts pending payment and, following an agreement between the Parties to this end, will settle any costs which it had incurred prior to notification of the termination and which were directly attributable to the Order.

Furthermore, in cases a) and b), when the Supplier receives notification of early termination of the Order, it will discontinue all related works and will provide all means within its power to cancel any outstanding orders and subcontracts, under terms that are satisfactory for Enagás, and limiting itself from that time to performing the services required to safeguard and protect the services in progress and everything related thereto.

Likewise, for the purposes of this General Condition, the other causes for termination of the Order will be considered to be those contained in these General Conditions and those provided for in the legislation in force.

15. LIABILITY.

The Supplier will be liable to Enagás for any damages that the Supplier itself and the persons for which it is legally or contractually responsible, may cause to Enagás or its employees, resulting from an action or omission by the Supplier in the fulfilment of its obligations or by any of the aforementioned persons, involving any kind of negligence, fault or fraud.

The Supplier's aggregate total liability to Enagás arising from a given Order, in relation to all guarantees and indemnities for damage to Enagás' property, may not exceed, except in the case of wilful misconduct or gross negligence or any other type of liability that cannot be excluded or limited by law, 100% of the amount of the Order or the amount required as a minimum limit of indemnity agreed by the Parties for the Order, in the event that such amount is greater. Exceptions to this limit are engineering redesign, compensation for damages to third parties, and penalties for delays in complying with the Order.

In the event of contributory negligence, or the involvement of a third party in causing damages, liabilities will be determined proportionately, based on the degree of involvement of the Parties.

Liability for indirect, consequential damages and harm caused by one Party to the other is excluded (in particular, losses of production, operation and profits are excluded, and, in general, losses or damages of an indirect nature that each Party may have suffered).

The Supplier will be liable for and will hold Enagás harmless from any third party claims against Enagás for damages caused to said third parties resulting from an action or omission in the fulfilment of its obligations by the Supplier or by any of the persons mentioned, involving any kind of negligence, fault or fraud. For these purposes, third parties will be understood to refer not only to legal and physical persons not parties to this Order, but also to the employees of Enagás, and the Supplier must be liable for any damages that may be caused to them. The same liability may be demanded of Enagás by the Supplier, except for claims for death or accident of the Supplier's employees or its dependent personnel, in which cases the Supplier will be liable, and Enagás will be held harmless and exempt in relation to such claims.

The Supplier's liability will not be limited as a consequence of documents or information provided by Enagás for the performance of the object of the Order, unless this information conditions or is the basis for the performance of said order.

The Supplier will be liable to third parties, and Enagás will be exempt from all claims for death or accident of its employees or its dependent personnel, as well as those raised by third parties arising or resulting from accidents, actions or omissions by the Supplier due to non-compliance with the obligations of the guarantee period included in General Condition 18.

In the event of termination of the Order due to non-fulfilment by the Supplier, the latter will indemnify Enagás for the extra costs incurred by the latter for new works contracts. To cover this compensation, Enagás may take possession of the amounts withheld or, where appropriate, execute the performance bond, as established in General Condition 15 below.

16. GUARANTEES AND WITHHOLDINGS.

For those orders in excess of 100,000 euros or for those orders for which this is expressly stipulated in the Order, upon signing the Order and prior to the commencement of the works, the Supplier will provide Enagás with a bank guarantee, as a performance bond for compliance with the obligations and responsibilities arising from the Order, for a value of 10% of the price and in accordance with the template attached in Appendix 3 of these General Conditions. The guarantee obligation by means of a guarantee for said value will remain in force in favour of Enagás during the entire guarantee period established in General Condition 19 to cover damages and expenses that may arise from defects in the works provided; and the guarantee will be returned at the end of said period if these defects do not exist.

If the duration of the order is increased during its execution, the Supplier will be obliged to maintain in force the guarantee already provided to Enagás when the Order was signed, with the same requirements as those set out above.

The guarantee and performance bond shall be issued until the date on which the guarantee period is deemed to end. In the event that the guarantee period ends after the date indicated in the guarantee, the Supplier will be obliged to extend the validity of the guarantee (or to provide a new guarantee) until the new estimated end date of the guarantee period indicated by Enagás. Failure to extend the validity of the guarantee (or failure to provide a new guarantee) will be considered a breach of the Order.

Both the performance bond (where applicable) and the withholdings carried out may be used to refund the amounts accrued, for compensation for delays, as well as any liability that the Supplier and/or its subcontractors could incur as a consequence of any breach of the obligations assumed pursuant to this Order.

The bank guarantees indicated in these General Conditions must be issued (i) by a Bank of recognised prestige with a commercial branch in Spain and a credit rating of at least BBB by Standard & Poor's or equivalent by Moody's or Fitch, and (ii) with the validity, scope and amount determined in the templates attached to the General Conditions and in the Order. Enagás reserves the right to request the replacement of the guarantees if the Bank's credit rating is downgraded during the formalisation or execution of the Order. The Supplier will bear the costs arising from the guarantees.

An essential requirement for the payment of invoices will be the delivery by the Supplier to Enagás of the guarantees required by the latter in accordance with these General Conditions or in accordance with the Order. In the case of a hard-copy guarantee, please send it to the following postal address:
ENAGÁS



Paseo de los Olmos,19
28005.Madrid
FAO: Jhoanna Kalilá Aldana Jiménez
Digital Finance Services Center Management

If the guarantee is with a digital certificate, please send it to the following email address jkaldana@enagas.es.

17. NO EMPLOYMENT RELATIONSHIP.

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

18. INSURANCE.

The Supplier will take out and maintain in force, at its own expense, for sufficient sums assured and for the duration of the Order, the following Insurance Policies:

- a) **Social Security and Life and/or Accident Insurance** for all employees assigned to the work, pursuant to the Law.
- b) **Civil Liability Insurance** to cover third party claims for material or personal damages and their consequential damages caused while fulfilling the obligations set forth in the Order.

This Policy must include the following:

- 1) Enagás and its personnel, as well as any subcontractor of the Supplier involved in the execution of the Order, will be included as additional insured parties in said policy, without losing their third party status.
 - 2) The indemnity limit shall have a minimum coverage of €500,000 and may be increased, on objective grounds, in the Conditions of the Order.
 - 3) In addition, the insurance policy will include the guarantees for Civil Liability arising from Accidental Pollution of the Environment, Pre-existing Property, Adjoining Property and Work on third party premises. Employer's Liability to the Supplier's employees or those of its contractors and Product Liability and Post-Work Liability.
- c) **Material Damage Insurance** on all vehicles, equipment, machinery and tools used. These insurance policies must also cover Civil Liability for damages that its vehicles, equipment and machinery could cause to Enagás or to third parties.

These Policies will act as "Primary Policies" and always in the first instance before any others that may be applicable. The Insurance policies indicated must be taken out with Insurance Companies of recognised solvency and prestige.

Notwithstanding the foregoing, the Supplier may, at its own expense, take out any supplementary insurance policies deemed appropriate for full coverage of its liabilities under the Order.

Prior to the commencement of works, the Supplier shall send Enagás a certificate of each of the insurance policies indicated in the previous paragraphs and which will be attached as Appendix 4. This certificate must be renewed annually prior to its expiration, with an undertaking to extend the range of cover, if deemed necessary by Enagás. Failure to comply with this obligation will result in the blocking of the payment of the contract's invoices, until they are delivered in accordance with the Order.

This certificate will expressly contain at least:

Validity period;



Contracted limits;

Coverage contracted

The Supplier is obliged to inform Enagás in writing of any incident during the validity of the Order affecting the validity and conditions of the insurance policies taken out.

Enagás may at any time ask the Supplier to provide the originals of the Policies, or certified copies, of the insurance cover it has taken out, as well as any receipts or proof that the payments of the corresponding premiums are up to date.

In the event of a loss event, any difference that arises in payment of the compensation, whether through the application of an excess policy or for any other reason, with regard to the insurance policies taken out, will be payable by the Supplier.

All insurance policies taken out will include a statement exempting from liability and express waiver of the right of recourse established in article 76 of the Insurance Contract Law in Civil Liability policies and subrogation in damage policies on the part of the insurer against ENAGÁS.

The Supplier, under its sole responsibility, will require its subcontractors to take out the necessary insurance policies. This will not exonerate the Supplier from its liability to Enagás.

Breach of this clause will be sufficient grounds for contract termination.

The insurance certificate must be sent to the following email address DF.SEGUROS@enagas.es.

19. WARRANTY PERIOD.

A warranty period of 24 months is established for the works from the provisional acceptance of the works to their completion, in accordance with the provisions of General Condition 5. Once this period has elapsed, the works will be deemed to have been definitively accepted, with Enagás issuing the corresponding document, except as established in the following paragraphs.

If, within said warranty period, the works are found to be defective or in any way in breach of the Order, Enagás will notify the Supplier in writing of the defects or breaches observed.

From such notification and during the warranty period, the Supplier shall, at its own expense, re-perform all works necessary to correct any errors or omissions in the performance of the same.

A new warranty period equivalent to the previous one will be applicable to those works that have been subject to repair or replacement as a consequence of the provisions of this General Condition.

In the event that, where defects exist, the Supplier fails to comply with its obligation to repair or replace such works as established in these General Conditions, Enagás may repair or replace such works at its own expense, charging the Supplier for the costs it has incurred. This is without prejudice to Enagás' right to be compensated itself for the expenses, damages and losses that this may have caused it, and to enforce, where applicable, the performance bond established in General Condition 15, or to make the withholdings established therein its own.

20. TAXES.

All taxes and fees will be charged to the Party to which they correspond pursuant to current legislation. When the

Supplier is a foreign company, it must provide the certificate of tax residence, for the purposes of the application of the relevant double taxation avoidance treaty

21. NONDISCLOSURE AND DATA PROTECTION.

I. NONDISCLOSURE:

For the purposes of the Order, Confidential Information will mean all information delivered, sent, received or exchanged, identified as such, in particular, plans, drawings, designs and specifications, except as expressly

authorised for disclosure in writing by each Party.

Confidential Information may not be disclosed to third parties or used for purposes other than those for which the Order is made during the term of the Order and for an additional five years after its termination, except as provided in this General Condition.

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

Confidential Information will not include any information:

- that was in the public domain at the time of disclosure.
- which, following disclosure, is published or otherwise enters the public domain, without breach by the Party receiving such information.
- that, at the time of disclosure, the Party receiving such information was already in possession of it.
- which, following disclosure, was received from a third party who has a legal right to disclose such information; or
- that was independently developed by the receiving Party without reference to the Supplier's Confidential Information.

In addition, either Party may disclose Confidential Information of the other Party if required to do so by law or by court order.

In the event of any disclosure or loss of Confidential Information, the receiving Party will promptly notify the supplying Party.

Any type of information, verbal or written, that Enagás may provide to the Supplier will be understood to be the exclusive property of ENAGÁS. The Supplier undertakes to use said information exclusively within the scope of the provision of the contracted works and for the sole purpose of complying with them as agreed, and will consequently be liable for any damages that may arise for Enagás as a result of non-compliance with the foregoing.

Upon completion of the Order, the Supplier undertakes to delete from its files and remove from its facilities all information belonging to or provided by Enagás, and not to disclose it itself or through third parties. Enagás will also have the right to carry out on-site verification that the above actions have been carried out by the Supplier.

II. PERSONAL DATA PROTECTION:

a) Rendering of services without access to personal data

The rendering of services under this order does not directly involve the processing of personal data.

Notwithstanding the foregoing, the Supplier's staff may have access to places where files containing this type of information are processed, or they may have access to media or resources containing personal data or other documentation of a confidential nature belonging to ENAGÁS.

In this regard, the SUPPLIER is expressly prohibited from accessing the personal data owned by ENAGÁS. The SUPPLIER undertakes to inform its staff of this prohibition and to observe due professional secrecy and confidentiality in respect of personal and / or confidential information unrelated to the provision of the service, accessed accidentally.

b) Duty of mutual information between the signatories to the order

Pursuant to Organic Law 3/2018 on the Protection of Personal Data and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the legal representatives of the

of the parties to the order are informed that their identifying or contact data included in this order or data provided by virtue of the contractual relationship, will be included in two processing records, whose purpose is the management of the contractual relationship to perform the contracted service, this being the lawful basis that legitimizes the parties to process their personal data.

The data collected are those essential for the establishment and development of the contractual relationship, and the data will not be transferred to third parties, unless there is a legal obligation and the party owning the data will always be informed in advance. However, in the event that a service has to be performed by a third party, only third parties legally or contractually linked to the parties may access their personal data for the provision of auxiliary services required for the normal running of the service.

Each of the parties will retain the personal data of the representatives of the other party for the term of this order, once the order is terminated, the data will be duly locked but kept available to judges and courts, the Public Prosecutor or the competent Authorities, for the fulfilment of processing obligations for their period of limitation (generally speaking, six years for accounting documents and up to ten years for tax matters).

The personal data of the representatives will not be subject to international transfers. Otherwise, the parties will inform the other party in advance and must comply with the adequacy guarantees necessary under European Data Protection Regulation.

Likewise, they undertake to adopt the technical and organisational measures necessary to avoid loss, misuse, alteration, unauthorised access and theft in order to guarantee the security of the personal data provided.

The legal representatives of both parties may exercise their rights of access, rectification, objection, erasure, data portability and restriction on data processing against the other party, when applicable, by written communication to the address for the purposes of notifications indicated in the header of this Order or by email: protecciondedatos@enagas.es in the case of ENAGÁS and to the address indicated by the SUPPLIER in the Order. In all cases, this communication must include, among other aspects, the name and surname of the requesting party, as well as the petition on which the request is based, the address for the purposes of notifications and the date, signature and a photocopy of the National Identity Document or Passport of the requesting party.

The Parties undertake reciprocally to report in writing any modification to their data that may occur.

If the parties believe their data are not being processed correctly, they may send their complaints to the data protection body, which, in Spain, is the Spanish Data Protection Agency (www.aepd.es).

22. FORCE MAJEURE.

Neither Party will be responsible for the breach of its contractual obligations as a consequence of Force Majeure or a Fortuitous Event, as defined in the Civil Code. Any instances of Force Majeure or a Fortuitous Event will be communicated to the other Party no later than 48 hours after its existence has become apparent.

Each Party will use its best efforts (to the best of its ability) to avoid or mitigate

the effects of a situation of Force Majeure or Fortuitous Event, as well as to ensure the normal continuation of the Order.

In these cases, the deadlines for compliance with the obligations stipulated will be extended for a period that is equivalent to the time lost as a consequence of Force Majeure or a Fortuitous Event.

If the situation of Force Majeure or a Fortuitous Event that affects all of the obligations of one of the Parties with regard to this Order, or a major part of its obligations, lasts uninterruptedly for more than two months, the Party not affected by this situation of Force Majeure or a Fortuitous Event may terminate this Order by giving fifteen (15) calendar days' notice. Where appropriate, the termination will not exonerate the Party from compliance with the obligations that arose prior to the situation of Force Majeure or the Fortuitous Event.

23. APPLICABLE LAW AND JURISDICTION.

The law applicable to the Order will be Spanish law.

The Parties hereby undertake to comply with the Order in good faith, using negotiations and amicable agreements to resolve any differences that may arise between them with regard to the application, development, compliance, interpretation and performance of the same.

The Parties expressly submit to the jurisdiction and terms of reference of the Courts of Madrid for ruling on any dispute or litigation concerning the Order, in particular with regard to its interpretation, performance or non-performance, whether before or after its expiry, and which in the opinion of one of the Parties they are unable to resolve through mutual agreement.

The submission of conflicts between the Parties to the foregoing judicial bodies does not entitle either Party to suspend compliance with their obligations under the Order.

24. QUALITY ASSURANCE AND ENVIRONMENTAL REQUIREMENTS.

ENAGÁS may require the Supplier to have a properly documented quality assurance programme, devised based on UNE-EN-ISO 9001 guidelines, and it must be applied to the subject matter of the Order. In addition, if necessary, it may require the development of a specific Quality Plan for the order, in accordance with ISO 10005 "Quality Management. Guidelines for Quality Plans".

This Contract will be governed by the applicable environmental legislation in force, both state, regional and local, as well as the internal regulations of ENAGÁS in this respect defined in its environmental management system and the commitments acquired by the supplier within the framework of its activity.

Where applicable, the supplier must comply with the environmental and energy efficiency requirements for contractors and suppliers of ENAGÁS specified in Appendix 5 Environmental Protection.

25. SUSTAINABILITY.

The supplier guarantees and acknowledges the importance of adhering to ethical and sustainability obligations and principles in the conduct of their business.

Without prejudice to the regulatory and legal provisions applicable to each of the Parties, in all matters relating to the development and execution of this Agreement, the Supplier guarantees that all directors, managers and employees will act in accordance with the principles laid down in the ENAGÁS Group Code of Ethics (published on the following link on the ENAGÁS website), http://www.enagas.es/enagas/es/Sostenibilidad/Codigo_etico_y_politicas, or others that the supplier has established as its own, provided they are equivalent to those set out in the ENAGÁS Code of Ethics.

Furthermore, during enforceability of the Agreement, the Supplier undertakes to allow ENAGÁS to audit the level of compliance with these requirements, and accepts any possible corrective or preventive measures that may be introduced.

26. NON-EXCLUSIVITY.

ENAGÁS will not be bound vis-à-vis the Supplier by any exclusivity agreement with respect to the works covered by these General Conditions or with respect to possible additional works, of any nature, that it may be interested in contracting.



Signed in witness whereof, dated _____ of ____ of _____.

BY THE SUPPLIER

BY ENAGÁS

APPENDICES:

- 1. HEALTH AND SAFETY, ENVIRONMENT AND QUALITY ASSURANCE POLICY**
- 2. CBA PROCEDURE: SACE Instructions.**
- 3. PERFORMANCE BOND TEMPLATE.**
- 4. INSURANCE CERTIFICATE TEMPLATE.**
- 5. ENVIRONMENTAL PROTECTION.**

APPENDIX 1: HEALTH AND SAFETY, ENVIRONMENT AND QUALITY ASSURANCE POLICY

The Supplier declares it is aware of and accepts compliance with the Health & Safety, Environment and Quality Policy, published in the following link on the ENAGÁS website:

https://enagas.es/stfls/ENAGAS/Documentos/PoliticasyPolítica_de_seguridad_y_salud_medio_ambiente_y_calidad.pdf

APPENDIX 2: CBA PROCEDURE: SACE INSTRUCTIONS

Enagás is committed to complying with and enforcing compliance with the established regulatory framework for occupational

health and safety, involving not only its own professionals but also the contractors it works with.

SACE is a tool which is already internationally consolidated and implemented in the petrochemical industry, where it has been well accepted.

Through the implementation of SACE, Enagás seeks to guarantee the availability of all procedures, ensuring that all processes are of high quality and that there is smooth and continuous communication between companies operating in the gas sector, in order to uphold the highest levels of safety.

The aim is to instil a common health and safety culture at all contractor companies and at all levels of contracting Enagás requires that all professionals take on board its health and safety policy and apply it in their daily operations. Safety should be second nature, both for Enagás and its supplier companies.

Therefore, in order for your proposal to be considered in this process, you are required to apply for registration on the Enagás Contractor Accreditation Service (SACE) by submitting the initial health and safety documentation requested for the Coordination of Business Activities procedure (Spanish Royal Decree 171/2004). The certificate issued by SACE, with a PASS qualification, must be attached to the Technical Bid documentation.

Presentation of the SACE certificate with a PASS is a specific requirement if your company is to be awarded the contract for the required service. Failure to present this SACE certificate will result in the exclusion of your proposal/bid from the process.

The platform for registration is:

<http://www.enagas.es/enagas/es/Proveedores/CoordinacionActividadesEmpresariales>

At the start of the registration process, SACE, as the Coordination of Business Activities manager, will require an additional payment, valid for one year (VAT not included):

- €70 for a large company
- €60 for an SME
- €40 for a micro-enterprise
- €20 for the self-employed (1 person)

If you are awarded the contract under this process, your company must maintain the PASS qualification for the duration of the bid/contract as a contractor. This will require regular updating of the information and documentation submitted to SACE. The annual cost (excluding VAT) of this platform for companies awarded contracts is as follows, minus the amount paid in advance (as indicated above):

- €208 for a large company
- €167 for an SME
- €109 for a micro-enterprise
- €66 for the self-employed (1 person)

As you know, contractor companies must submit a set of required documents in order to work with Enagás. SACE is intended to speed up this process: the necessary documents can be uploaded onto the platform for validation and a pass will be issued in return.

The pass is a card that must be presented by workers to access all Enagás facilities. Its authenticity can be verified by SACE or by a QR code. The annual cost of the pass is €45 per person, valid for two years.

You can use SACE to consult your documentation and your position in the company health and safety ranking, among other operations.

In compliance with Article 10.2 of RD 171/2004, contractors are responsible for any necessary subcontracting and for passing on the information regarding risks, preventive and emergency measures, and instructions issued by Enagás. Likewise, contractors are responsible for asking subcontractors to register on the SACE platform.

APPENDIX 3: PERFORMANCE BOND TEMPLATE

THE BANK _____, represented by _____, who is aware of the Contract _____ (specify), executed by and between Enagás, S.A. (hereinafter "Enagás") and _____ (contractor)

HEREBY GUARANTEES

Irrevocably, in a joint and several, abstract manner, with express waiver to the guarantor's right to be liable only for his proportionate share of the debt ("beneficio de división"), to have all remedies first exhausted against the principal debtor ("beneficio de orden"), and to compel the creditor to sue the principal first ("beneficio de excusión"), being enforceable on first demand by Enagás, to _____ (Secured Company) up to a limit of _____ (Amount), as a definitive bond and assurance of performance of the obligations under the aforementioned Contract and, therefore, including the present and future liabilities arising therefrom.

The Bank will pay and enforce this guarantee up to its maximum and prefixed amount of _____ (Amount), on simple demand by Enagás, without such payment prejudging the resolution of disputes that may arise between Enagás, S.A. and _____ (guaranteed Company).

This guarantee will be fully valid until Enagás authorises its cancellation by registered letter to the Bank _____ returning this document, or until XX-XX-XX, the date on which it is estimated that the Guarantee Period of the aforementioned Contract will have ended, whichever occurs earlier.

The signatories to this Guarantee are duly authorised to represent and bind the entity that is underwriting, as stated in the power of attorney attested to by the notary public _____ on [ddmmyyyy] under Record No. _____.

This guarantee has been registered on today's date in the special guarantee register under number _____.

Signature and seal

APPENDIX 4: INSURANCE CERTIFICATE TEMPLATE

[Name], on behalf of and in representation of (Name of the Insurance Company), by virtue of the powers conferred through a public deed authorised in the presence of the Notary Public of [place], [name of Notary Public], on [ddmmyyy], under his/her record number.....

HEREBY CERTIFIES:

That the Company (Name of the Successful Bidder), has arranged with this Insurance Company (if there are several Insurers, please refer to each one of them and the percentage of participation in the insurance) a General Civil Liability cover through the contract/policy no., in which from zero hundred hours of (ddmmyyy) and until twenty-four hundred hours of (ddmmyyy), the Civil Liability (expressly state: the different coverages that are required in the insurance clause of the Order *) of (name of the successful bidder), in the performance of its activities, and with a limit in no case lower than 500,000 Euros.

This Certificate is issued for information purposes only and does not confer on the applicant any rights other than those set out in the policy. The rights and obligations of the parties are governed by the terms of the policy and the supplements issued. This Certificate does not modify, extend or enlarge the coverage agreed by the contracting parties in the aforementioned policy.

And in witness whereof and to be effective against whom it may concern, this Certificate is issued, in

Signature and seal.

(It must be signed by the Insurer)

APPENDIX 5: ENVIRONMENTAL PROTECTION

ENVIRONMENTAL AND ENERGY EFFICIENCY REQUIREMENTS FOR ENAGÁS CONTRACTORS AND SUPPLIERS

Compliance with current environmental legislation

Companies contracted to carry out works or refurbishments of various kinds undertake to comply with current environmental legislation when carrying out their activities within the work areas or when handling equipment, materials, products and waste.

With respect to the supply of products and services, the supplier undertakes to comply with the environmental laws in force regarding the use of hazardous or prohibited substances, packaging and labelling, transport conditions, noise and odour emissions during the operation of the equipment and any other environmental regulations established in the laws in force.

When supplying chemical products, the supplier will provide the safety data sheets for the products concerned by the order, which will contain the information described in the applicable legislation.

Use of materials, products, facilities and services

Will only use, at Enagás' facilities or service provision sites, the quantities of hazardous products that are strictly necessary for the performance of activities.

Will appropriately transport any material, product or equipment that is necessary for the development of the activity to the areas where it is to be used, taking responsibility for its temporary storage in the agreed places and for its safekeeping.

Will identify all hazardous product packaging in terms of its hazardousness, in accordance with the applicable legislation.

Will adopt the appropriate measures when handling chemical products, such as oils, greases, paints, solvents, etc., to prevent them from being discharged both on the ground and into the different water networks or public watercourses.

Will have the safety data sheets of the hazardous products used in the execution of the works, and provide the ENAGÁS representative with a copy of these.

Shall remove and manage all packaging, product residue or impregnated material it owns that is used in the performance of activities in accordance with applicable legislation.

As far as possible, the consumption of water, energy and other related raw materials will be rationalised.

Will maintain the equipment used in the works in a correct state to avoid noise and nuisance to the environment or uncontrolled emissions.

Spills

In the event of spillage, the following procedure will be enacted, with constant adherence to the instructions given in the safety sheets for the spilt products:

Immediate Action

- Stop the spillage from continuing to occur.
- Use physical means to contain the spilt product.
- In the case of liquids, prevent the spillage from affecting the water networks of the facility or site by directing it towards protective ground cover and without drains or drainage channels.
- If the spill affects the discharge networks, action will be taken with the means available to minimise the effects on the receiving environment and the ENAGÁS representative will be notified immediately.

Subsequent Action

- Do not wash the spillage with water.
- Collect the contained product in watertight containers appropriate for the characteristics of the spilt product.
- In the case of liquids, absorb residual liquid with sand, sepiolite or other inert absorbent, or mop up and dispose of in suitable containers.
- Identify the container with respect to the product it contains and manage it as hazardous waste in accordance with current legislation.

Waste management

ENAGÁS facilities and work areas will not accumulate waste in an uncontrolled manner, especially that which may pose a risk to the environment; to this end, the contracted companies will separate and deposit the waste generated by their activities and prevent these from mixing with each other.

Hazardous waste will be deposited separately in appropriately marked containers suitable for the waste in question.

Inert waste from construction and renovation works will be deposited in a separate area for subsequent management.

Separate collection systems are established for waste that can be reused or recycled whenever possible.

The waste will be suitably stored and labelled until the contracted company removes it in accordance with the legislation in force and the execution programme of the works, and it will have to prove to the ENAGÁS representative that these steps have been taken.

In the event of waste materials supplied by ENAGÁS, these will be dealt with in accordance with the ENAGÁS Environmental Procedure "Waste Management", for which instructions should be sought from the ENAGÁS representative.

Maintenance of air conditioning systems

The companies contracted to carry out these activities must provide their accreditation as authorised maintenance companies.

Maintenance work is carried out in accordance with the provisions of the Regulation on Thermal Installations in Buildings, ensuring that no substances are released into the atmosphere and that the products replaced are recovered for recycling or destruction.

Environmental controls

The companies entrusted through contracts with the control of the environmental parameters will attach the relevant calibration certificate to the results report. The submission of this certificate is not required as long as the contracted company is accredited by ENAC to perform the controls that are the subject of the service and the report reflects the uncertainty of the result obtained.

• Atmosphere

The companies contracted to carry out regulatory inspections of combustion sources must record the results in an inspection report containing all the data required by the applicable legislation and enter the results of the inspections in the relevant records or IT equivalent.

These reports will reflect the conclusions regarding compliance with the legal limits.

• Noise

The companies contracted to determine noise emission levels in the vicinity of ENAGÁS facilities will record the results in an inspection report containing the following:

- Description of the methodology used for the measurements, in accordance with the criteria established in the Municipal Ordinance or the corresponding regional regulations. If these regulations do not exist, the company will use its own methodology.
- Indication of the existing legal limit values. If no legal reference exists, the report will reflect this fact.
- Assessment of background noise levels and methodology used.
- Identification of the area where the installation is located and corresponding diagram showing the measurement points.
- If there are legal limits, conclusions on their compliance.

• Surplus

Companies that carry out discharge controls will report the results obtained, comparing each parameter either with the limit values laid down in the relevant discharge authorisation or, in the absence thereof, with the limit values laid down in the applicable legislation. These reports will reflect the conclusions regarding compliance with the legal limits.

Energy efficiency

As far as possible, contracted companies will contribute at all times to the efficient use of available energy sources, to improve competitiveness and reduce greenhouse gas emissions and other related environmental impacts.

They also undertake to comply with current legislation on energy use and consumption and energy efficiency.

Nuisance activities

No nuisance emissions in excess of the legally permissible emission levels for air quality and the water environment will be generated during the performance of work or the provision of services. Similarly, no noise will be generated that is considered to be a nuisance because it exceeds the applicable legal requirements and no offensive odours will be generated.

Hazardous activities

Before carrying out any activity involving actual or potential combustion or chemical reaction, or before temporarily storing flammable or corrosive products, the corresponding authorisation must be obtained from ENAGÁS' representative.

All signs and regulations existing at the centre regarding fire prevention, the conduct of the use of energy, the use of machinery, areas where smoking is prohibited or works where there is a risk of fire must be observed.

Emergency situations

In the event of an environmental emergency, employees of the contracted company will act in accordance with the existing regulations and instructions at the ENAGÁS centre.

In any case, and prior to commencing the execution of the works, the contracted company will consult with the ENAGÁS representative on any doubts regarding these conditions and courses of action.

In addition, contractors and suppliers will at all times seek to apply best practice in environmental and energy efficiency management and identify opportunities for continuous performance improvements within their business activities.