



# EDPR

Technical Specification

## General Contract Conditions

Ed. 9- 2021

**Contents****1. - Object****2. - Scope****3. - Methodological Development**

| <b>Creation</b>   | <b>Revision</b>                               | <b>Approval</b>                          |
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| <b>Date:</b>      | <b>Date:</b>                                  | <b>Date:</b>                             |

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| Ed. | Date      | Revised Sections   |
|-----|-----------|--|
| v.9 | July 2021 | Modification clause 3.15 Delivery Conditions   |
|     |           | Substitution clause 3.29 Anti-bribery and 3.30 code of ethics and Updated new clause 3.30. Compliance  |
|     |           | Updated Annexes 3 – Suppliers Sustainability Quick Guide for O&M, 4 – Suppliers Sustainability Quick Guide for E&C Services, 6 – Privacy Information Notice for Supplier and 7 – Data Processing Agreement |
|     |           |  |

### **1.- Object**

The object of this Technical Specification is to establish the general requirements (further referred to as the General Conditions) that the Contractors must fulfil for the execution of work or provision of services to be rendered in Italy contracted by any company of the Group EDP Renováveis, SA -EDPR Group- (further referred to as The Client).

The scope of this Technical Specification does not include employment contracts made with Temporary Employment Agencies, which shall be object of a specific Technical Specification

### **2.- Scope**

The approval of the Contractor is a necessary requirement for procurement and may be obtained either by registering the Contractor in the Client's Suppliers Database or by means of an internal assessment procedure.

These General Conditions are to be attached to the Requests for Proposal placed by the Client, for contracting works and/or services, and they shall be applicable to any subject that is not expressly provided for in the Contract or in the documents that complement it.

Any conditions to be proposed by the Contractor (or that could be considered tacitly implied in the course of the negotiation, or in the standards, procedures or traditions) contrary to these General Conditions, will be considered excluded.

Any exception to these General Conditions shall only be applicable and valid if it is previously established in writing and it includes the Client's express agreement.

### **3.- Methodological Development**

#### **3.1. Bids**

#### **3.2. Award**

#### **3.3. Compliance with Norms and Provisions**

#### **3.4. Knowledge of the site and complementary documents**

#### **3.5. Subcontracting**

#### **3.6. Industrial Property**

#### **3.7. Brand and image**

#### **3.8. Quality control, inspections and tests**

#### **3.9. Technical management and supervision of the works**

#### **3.10. Orders for changes**

#### **3.11. Suspension of the works**

#### **3.12. Guarantees, securities and penalties**

##### **3.12.1. Guarantees**

##### **3.12.2. Bank guarantee**

##### **3.12.3. Penalties**

#### **3.13. Economic conditions**

##### **3.13.1. Price and payment terms**

##### **3.13.2. Structure of the invoices**

#### **3.14. Transfer of Ownership and Risk**

#### **3.15. Delivery conditions**

#### **3.16. Organization of human and material resources**

#### **3.17. Employment and social security obligations & Occupational risk prevention**

##### **3.17.1. Employment and social obligations**

##### **3.17.2. Occupational risk prevention**

#### **3.18. Tax obligations**

- 3.19. Environmental protection
- 3.20. Personal data protection
- 3.21. Insurance
- 3.22. Liability
  - 3.22.1. Pre-contractual liability
  - 3.22.2. Contractual liability
- 3.23. Certificate of Satisfaction
- 3.24. Confidentiality
- 3.25. Credit compensation
- 3.26. Assignment of the contract
- 3.27. Force Majeure
- 3.28. Termination of the contract
  - 3.28.1. By the Client
  - 3.28.2. By the Contractor
- 3.29. Compliance
- 3.30. Sanctions
- 3.31. Language
- 3.32. Applicable laws and settlement of disputes
- 3.33. Annexes

### **3.1. Bids**

The offers must be valid for at least 90 (ninety) days after the end of the period for offers presentation.

If, after receiving the request for proposal, the Contractor decides not to present a proposal, it shall notify the Client, within a maximum of 3 (three) days and it shall return all documents annexed to the said quotation request within the same time period.

The presentation of a proposal by a Contractor to the Client implies, in case of being awarded the contract, the acceptance of these General Conditions which shall become an integral part of the said contract.

### **3.2. Award**

The award shall be made by means of a contract (further referred to as the Contract) which can be a request, an approval of a quotation, a specific contract or a framework contract, including all the documents that are expressly referred to as an integral part of it. The Client reserves the right not to grant the final approval of the work if, after 15 (fifteen) days from the receiving date of the contract request, the specific contract or the framework contract or acceptance of the quotation by the Contractor for signing and stamping, it has not returned three copies of it to the Client duly completing the arrangements, annexing the documents required for the purpose.

### **3.3. Compliance with norms and provisions**

The Contractor is under the obligation, on its own responsibility, to manage, arrange and provide for all the final licenses, permits and authorizations required for fulfilling the object of the contract, which shall include, for example, all municipal licenses required for the construction works, the transportation permits, approval of the facilities and systems, machinery approval, equipment tests, etc.

The Contractor is under the obligation to pay the fees, taxes and expenditures that may arise from the previous licenses, permits and/or authorizations, even when obliged by law to require those on behalf of the Client.

The Contractor is under the obligation to maintain such licenses, permits and authorizations valid for the duration of the Contract.

The Contractor shall strictly comply with all laws, orders and rules, either local, municipal, county, regional or state, which may apply to the operations of the Contractor during the execution of the works or provision of the services included in the scope of the Contract; Furthermore, the Contractor takes on the obligation to indemnify and exempt the Client and its employees and representatives from any liability arising from non-compliance due to actions or omissions, even if this might be required from the Client or its employees.

#### **3.4. Knowledge of the site and complementary documents**

For those cases when the execution of the works or the provision of the services is carried out in identified and determined physical areas, it shall be considered that the Contractor has examined the site in order to get to know its conditions.

The Contractor accepts the conditions of said areas and, after the awarding of the contract, no price increase shall be admitted, in any case, to correct errors in the works' cost estimate due to the site's conditions.

Furthermore, the Contractor declares to know the contents of all the documents, plans, specifications and provisions included in the Contract, regarding the performance and/or execution of the contracted work or provision of the contracted service.

#### **3.5. Subcontracting**

For executing the works that are object of the Contract, the Contractor is only allowed to subcontract the companies included in the list of sub-contractors and of works to be subcontracted approved by the Client, annexing it to the Contract.

Otherwise, the Contractor is not allowed to subcontract, either totally or partially, the execution of the works that are the object of the Contract without the previous express approval in writing by the Client. For that, the Contractor shall inform the Client about the main data and characteristics of the subcontractor, about the technical scope of the works it is supposed to carry out, as well as about the bid made by the subcontractor.

The authorization granted by the Client to the Contractor to subcontract any work related to the Contract or order does not imply the establishment of any bond or contractual relationship between the Client and the Subcontractor, and the Contractor shall always be responsible for all the activities of said subcontractors.

The Contractor is under the obligation to inform its Subcontractors about the conditions of the Contract and to send the Client, if it so requires, a copy of the Contract signed by both of them including that information.

The Contractor shall always be liable for all actions of its subcontractors, as well as for the obligations taken in the execution of its works, regardless of their type.

The Subcontractors' personnel shall, for all purposes, be considered as belonging to the Contractor, which shall be bound to inform the Client about the compliance of the employment, social and any other type of obligations, under the terms of these General Conditions.

The Client shall not be liable to any subcontractor, or its personnel, for any complaint arising from the Contract; and the Contractor must provide an express renunciation in writing by the subcontractor to any right to claim the Client any amount owed by the Contractor to the subcontractor.

### **3.6. Industrial property**

The Contractor assures the Client that it has the required patents, licenses and, generally, all other intellectual and industrial property rights required for carrying out the object of the Contract. Otherwise, the Contractor shall be responsible for obtaining the assignments, permits and authorizations required from the holders of the patents, models and corresponding factory brands, bearing the costs of the rights and compensations for such elements.

The complaints made by holders of intellectual and industrial property rights as a result of the execution of the Contract shall be assumed by the Contractor, which is liable for all their consequences, fully safeguarding the Client.

All drawings, plans and specifications provided by the Client to the Contractor for carrying out the works, as well as the inventions, patents, utility models and other intellectual property rights that arise or that may arise from any documents provided by the Client to the Contractor for carrying out the works, shall be considered as belonging to the Client.

### **3.7. Brand and image**

The Client is the sole holder of the brands edp renováveis in all their forms, trade names, logos, corporate signs and/or graphic images.

For the purposes of fulfilling the Contract, the Contractor is allowed to use the brands edp renováveis and edp renewables for the material for which it is granted express approval and according to the conditions established in the Contract, in the present General Contracting Conditions, in the guidelines provided by the Client at any time. The expenses arising out of the use of the brands and image of edp renováveis and edp renewables shall be borne by the Contractor, with the exceptions afterwards considered.

The use of the corporate symbols and image of the brand edp renováveis by the Contractor, for the provision of the contracted services and/or the execution of the contracted works, shall not imply, in any situation, that the Client assumes a position of employment and liability in relation to its personnel, which corresponds, exclusively, to the Contractor.

The Contractor shall instruct the employees assigned to provide the contracted services about the conditions for the use of the corporate brand and symbols of the Client.

The Contractor shall be directly responsible for the good image of edp renováveis, used for the fulfilment of the object of the Contract, being under the obligation to maintain in good condition all the material displaying the said brand, at its expense, and if necessary to provide the required maintenance.

The Contractor shall compensate *edp renovaveis* for any damage or loss caused to it by non-compliance with the guidelines about the brand and image included in these General Conditions, in the Contract or provided by the Client.

Without prejudice to maintain everything else included in the Contract, the Client reserves the right to revoke the authorization granted for the use or change the conditions of the use of its brand, logos and/or any of the corporate symbols which it owns, by means of a simple written communication to the Contractor, assuming the costs incurred by the latter as a result of such decision as long as these are duly justified.

Unless otherwise agreed, the authorization for the use of the brand *edp renovaveis* and *edp renewables* shall be valid for the duration of the Contract; after its term, the Contractor shall immediately stop using them, providing for their removal and destruction or, if so required, return them to the Client.

In addition to the all the above mentioned, if the contracted services are to be supplied by phone, the Contractor shall adapt to the sales arguments, communication proceedings and customer phone service provided by the Client.

### **3.8. Quality control, inspections and tests**

The Contractor is under the obligation to comply with all the quality control conditions that the Client has implemented for works and services.

The Client and its representatives are allowed to inspect at any time the execution of the works or services, as well as the worksite or workshops, where it manufactures, assembles or stores the materials or equipment meant to be used for the contracted works or services, with the purpose of inspecting their manufacturing, assembly or storage procedures.

Besides the tests or trials established in the Contract, the Contractor shall carry out all the trials required by the regulations in force or by good practice standards.

All the costs deriving from the inspections and tests carried out and, if applicable, all the repairs that prove to be necessary are to be borne by the Contractor, including the travel expenses of the Client's personnel, in case the tests or inspections need to be repeated for reasons not attributable to the Client.

The approval by the Client of the tests and trials carried out by the Contractor does not exempt the Contractor from any liability.

### **3.9. Technical management and supervision of the works**

The Contractor shall be in charge of the management of the works carried out or the services provided, being solely liable for that, without prejudice to the control, supervision or surveillance activities for which the Client, if applicable, may reserve the right.

The Contractor shall inform the Client every two weeks about the work progress and, in particular, about all incidents related to it, being under the obligation to report, immediately and in writing, any suspension of the contracted works, whether total or partial.

The Client may require, at any given moment, the documents and data that the Client may consider necessary for obtaining comprehensive information about the execution of the contracted works or the provision of the contracted services. The Contractor shall provide these documents in paper and digital formats and according to the layout required by the Client for each case.

The Contractor shall provide to the Client the daily work reports, signed by the designated Person in Charge, including all the information and using the supports and formats required by the Client at any time (Work Order, execution date, professional category...) and it shall be responsible for providing accurate and truthful information.

### **3.10. Orders for changes**

The Client is allowed to propose, at its discretion, all changes in terms of the form, quality or quantity of the works or the services, which it deems necessary.

In turn, the Contractor is allowed to propose any variation in the scope of the works, which may be necessary for the good performance of the works, and this must be approved by the Client in writing. Otherwise, the Contractor may not carry out the said changes.

The changes referred to in the previous sections shall be assessed by a common agreement, and put in writing by means of the document "Order for Change", which shall include the scope, content, economic valuation and a study for the execution deadline, and shall be approved by both parties. Notwithstanding that, the Client reserves the right to order the execution of the said changes according to the supplier's prices per hour set forth in the Contract or, if not included there, in the Contractor's Proposal.

Under no circumstance shall the execution of said changes alter the milestones calendar, which shall be strictly complied with by the Contractor, unless otherwise established in the Order for Change.

### **3.11. Suspension of the works**

The client may order the suspension of the works, completely or partially, by means of an express suspension order that the Contractor shall be obliged to comply with, in the following cases:

1. If the Contractor is carrying out the works in a defective or inadequate way, or if the works are not being executed in accordance with the provisions of the Contract and its annexes.
2. If the means and methods used by the Contractor are not adequate for ensuring the correct provision of the services and/or execution of the works, in accordance with the required safety standards, in order to prevent damage to people and goods.
3. If the means and methods used by the Contractor are not adequate for ensuring that the works, which are the object of this contract, are executed in accordance with the quality requirements defined by the Contractor itself.
4. If the Contractor does not comply with the orders given by the competent authorities referring to the tasks assigned to it.

If any of the previously mentioned circumstances occurs, and following previous and express request by the Client, the works must be immediately suspended until the circumstances that motivated the suspension are corrected. In any case, all costs arising from that circumstance shall be borne by the Contractor

Notwithstanding that, the deadlines and milestones established in the Contract and its annexes shall not be extended and the Contractor shall continue to be obliged to comply with them.



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### **3.12. Guarantees, securities and penalties**

#### **3.12.1. Guarantees**

The Contractor assures the Client that the works and/or services are correctly performed, in accordance with the provisions of the Contract and with all specifications and plans included in it, or that come to be included afterwards, and with the deadlines defined in them; it assures as well that the work shall be duly carried out in all its aspects and that it shall have no flaws.

Besides, the Contractor assures the Client that the materials, equipment and components provided by it comply with the agreed specifications and the required norms and regulations, are adequate for their purpose or use, have the required quality level and have not been used.

The guarantee period for the contracted works or services shall be that indicated in the Contract; or, if not included there, it shall be eighteen (18) months after the date of the works' provisional acceptance certificate provided to the Client; or it shall be twelve (12) months from the beginning of the operation or normal use of the site/facilities by the Client, whatever occurs first.

During that period, the Contractor shall carry out repairs or replacements of the facilities, equipment or elements that show any defect, failure or anomaly in terms of design, materials, workforce, manufacture, operation or performance. The Client shall be the one to decide when to carry out any repair or, if it is the case, replacement.

The abovementioned repairs or replacements shall be carried out as soon as possible, by the Contractor, without interfering with the other works, services or the normal activity of the Client or, if that is not possible, with the minimum inconvenience, whether in terms of delays, interference with other works or unavailability of the facility. The Contractor shall bear all costs incurred in order to fulfil this guarantee, such as disassembly, transportation, assembly of equipment or elements and any other.

If the Contractor does not, within a reasonable time, diligently comply with the obligations arising from this guarantee, the Client is entitled to, at its discretion, correct said flaws, whether directly or by means of a third party; the costs arising from that shall be borne by the Contractor or the security provided, being further obliged to compensate the Client for the damage caused. The guarantee period for the works or materials that need to be provided again, replaced or repaired in the abovementioned terms, shall have the same duration as the previous one, counting from the date of their execution, replacement or repair.

#### **3.12.2. Bank guarantee**

At the Contract's signature date, the Contractor shall provide the Client with an irrevocable first-demand and autonomous bank guarantee for 10% of the total price of the Contract, in accordance with the template included as Annex 1, as a guarantee for the full compliance with the obligations and liabilities arising from it.

The guarantee shall be issued by a first-rate financial institution and shall be valid until the deadline of the guarantee period for the contracted works or services.

If, following a revision of the Contract, a contract price increase is agreed, the Contractor shall provide the Client a new complementary bank guarantee with the purpose of guarantying 10% of the Contract's final price, within 20 days following the date of the agreement for the referred increase.

If, for the validity of the Contract or its guarantee period, it comes to be completely or partially executed by the Client, the Contractor shall restore the guarantee's total value, under the previous terms and within a maximum period of 15 days following the requirement made by the Client for those purposes.

### **3.12.3. Penalties**

Non-compliance by the Contractor with the execution or delivery deadlines (whether total or partial) as established in the Contract, shall lead, unless otherwise agreed, to a penalty of 1% of the Contract's total amount, per week or period of delay, up to a maximum of 10% of the said total price and regardless if there is one or several delayed instalments.

In case there are defects, anomalies or breakdowns in the facilities, materials or equipment (whatever their cause), both in terms of their manufacture and availability, the Client shall be entitled to apply a penalty equal to the one referred above, for each full week that goes by without the required repair or replacement having been started. This period shall begin on the date when the Client informs the Contractor of the said breakdown or defect.

In case it is not possible to correct the existing defects or anomalies and the equipment's or the contracted items' performance or availability level is below the one guaranteed, the Contractor shall pay to the Client the penalty agreed upon in the Contract.

### **3.13. Economic conditions**

#### **3.13.1. Price and payment terms**

The price of the Contract includes all that is part of its object and that the Contractor must provide or perform in order to fulfil it, with no other exceptions than those expressly excluded from it.

The prices included in the Contract are final, fixed and cannot be revised for the duration of the Contract, unless expressly agreed otherwise in the scope of a change of the object or the validity of the Contract.

Unless otherwise established in the Contract, the invoice shall be due and payable within 60 days counting from the valid invoice entry date in the Client's Purchase Directorate Register. Without prejudice to the above-mentioned, the Client reserves the right to return the invoice to the Contractor if it omits any of the data that is referred to in section 3.13.2 of these General Conditions that is legally required or that is necessary for tax purposes, or in case the works or services provided are not compliant. This return shall render invalid the previously registered entry date of the invoice.

The payment shall be made by means of a bank confirmation by the 14th or 30th day of the month following the invoice's due date.

In any case, all payments made before the provisional acceptance or handover of the works shall be considered as advances on account and shall not, at any moment, compromise their quality level.

#### **3.13.2. Structure of the invoices**

The invoices shall be issued within the established deadlines or in compliance with the milestones that the Parties expressly agree upon in the Contract, and shall be sent in duplicate to the Management of the Business Unit which requested the contracted Service and/or Work.

The invoices, like the construction certificates, shall include the document number (Contract, Request, Quotation Approval or Execution Order) and its structure shall in accordance with the relative costs of the contracted Service and/or Work.

For proforma and/or commercial invoices to be accepted, the Contractor must provide to the Client the daily work report, construction certificate or any document required at any given moment, duly filled in.

### **3.14. Transfer of ownership and risk**

Unless otherwise provided for in the general conditions of the Contract, the ownership of the works, facilities, equipment and/or materials supplied by the Contractor shall be transferred to the Client, free from charges or encumbrances, at the time of their payment or when these are delivered at the Client's premises, or at the execution site of the contracted works or services, whatever happens first, and without prejudice to the Client's right to refuse to accept those works, facilities, equipment and/or materials due to a lower quality level than the one agreed or due to non-compliance with the agreed specifications.

Regardless of the date of the ownership transfer of the works, facilities, equipment or materials, the transfer to the Client of all the risks associated to those, with no exception, shall be in effect from the provisional acceptance.

### **3.15. Delivery conditions**

The delivery of the materials shall take place at the time and place agreed upon in the contract/request, under DDP terms as per Incoterms 2020.

### **3.16. Organization of the human and material resources**

The Contractor shall have a real business structure, with its own human and material resources adequate for the performance of the activity contracted by the Client, which it shall organize and employ, aiming at the correct execution of the contracted activity and for which it shall be solely liable.

The Contractor takes on the obligation to create an autonomous work organization so that no employment relationship, within the scope of the laws in force, is established with the Client.

The Contractor shall have the contracted works executed and/or services provided by personnel that are part of its workforce, hired in compliance with the laws in force, who have the required training, experience or qualifications for the proper execution of the contracted services; it shall provide a professional history of said employees upon request by the Client.

The Contractor shall inform the Client about any changes in the personnel assigned for the provision of the services and/or the works that are the object of this Contract, as well as about any other circumstance that may affect their normal execution.

The Contractor shall be exclusively in charge of work organization, tasks assignment and employees' control, as well as of any other general activity related to the management of the contracted services; and it shall assign one person to be in charge of the personnel technical organization and management, who shall be responsible for service development as well as for the relation with the Client.

The conditions of employment and disciplinary rules of the Contractor's employees are its sole responsibility, and it shall be responsible for managing and directing its own employees and complying with its employment obligations, according to the applicable legal regulations.

Notwithstanding that, if there are justified reasons (namely, non-compliance with the Client's preventive policy) or in case of a reasonable and justified previous request by the Client, the Contractor agrees to replace, with no additional charges, those employees that repeatedly engage in behavior that is not compatible with the objectives of the work to be performed.

The Contractor shall provide its personnel with workwear bearing its brand or distinctive sign, except for those cases expressly agreed otherwise, for reasons related to the corporate image.

When the activities that are the object of the Contract need to be carried out in the Client's or a third party's worksites, the Contractor's employees shall leave the facilities and items used for the work clean and in good order; this is to be done immediately after completion of the work corresponding to each activity or location or on a daily basis for work carried out during several days.

The Contractor shall collaborate with the other companies, personnel or entities which the Client may assign for the performance of other tasks in the same worksite, complying with the due courtesy rules in relation to them. This collaboration shall not imply, under any circumstance, a price change or a revision of the completion deadlines provided for in the Contract.

The Contractor shall provide all documents referring to its personnel, the company and the occupational risk prevention.. The Contractor shall also report to the Client the entrants and leavers from among the employees assigned for the provision of the services and/or the execution of the works, as well as other changes that may affect the normal execution of the contract, attaching all documents that justify said changes.

The personnel of the Contractor and its Subcontractors shall submit to the identification rules defined by the Client.

In case the work is carried out at the Client's facilities and, as a result of its duration or nature, number of assigned workers or regulatory demands, it is necessary to install toilets, showers, changing facilities, storage areas for combustible materials, small-size spare parts, tools and others, the Contractor shall provide for that, bearing the associated costs, on the site made available by the Client for those purposes.

The Contractor shall provide to its employees the tools, utensils, resources, safety equipment and, in general, all the material required for the execution of the contracted works, bearing all costs related to their purchase, maintenance and replacement. In exceptional cases, the Client may provide to the Contractor the equipment that comes to be necessary for adequately carrying out the contracted works, subject to the price and the other conditions included in the Contract, for that purpose.

### **3.17. Employment and social obligations. Risk prevention**

#### **3.17.1. Employment and social obligations**

The Contractor takes on the obligation to comply with the employment regulations in force for the duration of the Contract, namely, among other conditions, to include the staff members assigned for this service in its permanent workforce or hire them by means of a legal employment contract, to ensure that they have the required qualifications for carrying out the contracted work, to pay the corresponding salaries regularly and to duly comply with its obligations in terms of Social Insurance, which, when requested by the Client, shall be confirmed by issuing a Social Insurance certificate ensuring that the Contractor is up-to-date in the compliance of those obligations

The employees hired by the Contractor shall report exclusively to it, and there shall be, under no circumstance, no employment relationship between said employees and the Client; the employment

obligations towards said employees shall be exclusively assumed by the Contractor, such as the payment of salaries, entrants and Social Security fees, insurance for occupational risk and occupational diseases, among others. The Client shall be exempt from any employment obligations, both direct and subsidiary, towards the employees working for the Contractor.

The Contractor shall hold the Client harmless from the consequences it may suffer resulting from any action, claim or procedure submitted by a third party as a result of non-compliance with any employment or Social Security obligation, bearing the amounts that result from it. In this case of non-compliance, the Client shall be allowed to withhold, from any accrued amount due to the Contractor, a value that equals the total liability that it reasonably estimates to be possible to arise from that.

### **3.17.2. Health and Safety**

The Contractor shall adopt all measures required to comply with the rules in force in terms of Occupational Health and Safety. As a consequence of this engagement, the Contractor shall undertake the implementation of the necessary actions to mitigate the risks related to their activities, plan the necessary corrective and preventive actions, provide training and information about risks to its workers and follow the standards, procedures and rules provided by the Client. Without detriment to the foregoing, the Contractor shall comply with its obligations regarding cooperation and coordination between contractors demanded by law.

The Contractor is responsible for the Health and Safety of the all employees, both its own and its Subcontractors, working in the scope of the Contract execution.

The Contractor shall provide evidence to the Client, according to the contractual terms or whenever requested to do so, of the following points:

- That, when carrying out its activities in a worksite belonging to the Client, the Contractor has taken into account the information received from the Client regarding occupational risks, preventive measures and emergency measures identified at the worksite, both during the assessment of the activity risks and the planning of its preventive actions.
- That the Contractor is executing the Contract observing the local rules and regulations.
- That, prior to the commencement of the works, the Contractor has provided to its workers adequate training about the risks of the work that they shall perform. Also, workers have to be informed Health and Safety measures regarding that work, the protective equipment to be used and the measures to adopt in emergency situations.

When the Contractor shares the same worksite with one or several companies, it shall comply with the duties of co-operation and liaison and comply with the measures indicated by the Client or by the Safety Coordinator, as required by the country's Regulations.

Whenever there is an incident in the execution of the works, in addition to complying with the country's standard procedure, the Contractor shall report it to the Client immediately, under the terms of the annexes 3 and 4 Quick Suppliers Sustainability Guide for O&M or Quick Suppliers Sustainability Guide for Construction Works, whichever applies.

The Client shall supervise the application of the Health and Safety rules and requirements, and that shall not exonerate the Contractor from its responsibility for complying with them.

The Contractor will be subject to the Disciplinary and Sanctioning Regime of EDPR, attached to this document as Annex 5, which purpose is reinforcing the Workplace and Environmental Health and Safety requirements already included by EDPR in its Supplier Sustainability Guide.

Before the beginning of performance of the works, the Contractor will submit to the Client the documents regarding Occupational Health and Service requested, in a non-exhaustive way, in the Quick Suppliers Sustainability Guide for O&M or the Quick Suppliers Sustainability Guide for Construction Works, whichever applies, as a business activities coordination method, by means of the informatic tool of the Client. In addition, the Contractor will designate the health and safety figures necessary for the contracted works according the criteria established by the Client.

### **3.18. Tax obligations**

- By signing the request, an approval of a quotation, a specific contract or a framework contract, the Contractor declares that it has no tax arrears and agrees not to accrue tax arrears for the duration of the Contract. It also declares to be able to provide evidence that it is up to date with the payment of taxes and contributions to Social Security and tax authorities upon request by the Client.

In case the Contractor does not comply with any of the obligations required by the Tax Laws; in particular, it is in arrears with payments of taxes or Social Security contributions, the Client shall be entitled to withhold the payment of any pending amounts, up to an amount that equals the total liability that it reasonably estimates to arise.

- In case the Contractor is resident for tax purposes in Italy, the document it will use to evidence that it has no tax arrears is the Declaration that certifies that the Contractor is up-to-date with its tax obligations (i.e., *Documento Unico di Regolarità Contributiva* or DURC).
- In case the Contractor is non-resident for tax purposes in Italy, it should provide the Client with a valid certificate of tax residence upon the signing of this contract, issued by the corresponding tax authorities, within the meaning of the Double Tax Treaty entered into between Italy and its country of residence.

### **3.19. Environmental protection**

The Contractor shall adopt all necessary measures to ensure strict compliance with environmental regulations.

The maintenance and replacement equipment, temporary installations and surplus materials, as well as garbage, debris, packaging, waste and in general all types of residues shall be removed and managed by the Contractor, or by a duly authorized company paid by the Contractor if the type of residues so requires, as soon as the activities are finishing, in a safe and non-contaminating way, leaving the area completely clean and free.

The Contractor takes on the obligation to immediately inform the Client about any environmental incident that occurs during its execution, providing a written report describing its scope and causes.

The Contractor shall be responsible for any damage caused to the environment and/or the Client and for any penalty, sentence or complaint that may arise due to non-compliance of its obligations as far as the environment is concerned.

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**3.20. Personal data protection**

The Client will process personal data provided by the Contractor (in case of natural person and individual company) or, otherwise, of its shareholders, employees or collaborators (to the effects of this clause, Contractor shall include Contractor, shareholders, employees and/or collaborators) or, otherwise, acquired by the Client in the context of the contractual relationship, including the pre-contractual phase in compliance with the EU Regulation 679/2016 ("GDPR"), the Italian Legislative Decree no. 196/2003, as lastly amended by the Italian Legislative Decree no. 101/2018 ("Privacy Code") and any other applicable local data protection laws. In particular, the Client will process the Contractor's personal data collected in the execution of the Contract in its quality as data controller, for the purposes and with the modalities as per the Client's privacy information notice that is attached to these General Contractual Conditions as Annex 6.

The Contractor agrees that, prior to the communication to the Client of any personal data concerning each subject involved in the performance of this Contract, shall inform such subject about the content of the present clause, and about the fact that he will comply with any other requirement that may be applicable for the correct communication of data to the Client.

In case it is necessary for the Contractor to process the personal data under the responsibility of the Client in order to provide the service, the relationship between the Client and Contractor should be regulated by means of a contract that stipulates the rights and obligations of both parties in relation to the processing of the data. In particular, the Contractor is deemed to be the "Processor" for the processing of personal data for these purposes, meaning the natural or legal person, public authority, service or other body which processes personal data on behalf of the Controller (the Client) as per Article 28 of the GDPR.

For that purpose, both parties should sign a Data Processing Agreement that must cover at least the following aspects:

- Subject matter of the contract.
- Term of contract.
- Nature and purpose of processing.
- Activities of processing.
- Type of personal data processed by the Processor
- Categories of data subjects.
- The Processor's level of criticality to be decided after filing a questionnaire to be provided by EDPR.
- Obligations and rights of the Client and of Processor.
- All necessary technical and organizational measures to be adopted in accordance with the GDPR, by ensuring, in particular, a level of security appropriate to the risk and the protection of the rights of data subjects.

The Data Processing Agreement to be signed between the Contractor and the Client is included as Annex 7 to these General Contractual Conditions.

### **3.21. Insurance**

For the duration of the contract, the Contractor shall take out and maintain the following insurance policies:

- Third Party Liability Insurance that covers eventual liabilities incurred by the Contractor and/or its subcontractors, for damages and losses of human or material resources affecting the Contractor and its employees, the Client or third parties, due to or as a result of the performance of the contracted scope of works. This insurance shall be taken out and maintained throughout the term of the contract with an insurance company of adequate solvency.

The required coverages within the insurance shall comprise:

- General Liability
- Employer's Liability
- Cross Liability
- Post Works Liability
- Defence or Civil Liability
- Goods (in the case the scope of works involves the delivery of a final good)
- Material and personal damages, as well as consecutive damages derived from them.
- Damages to pre-existing goods or assets.
- Accidental pollution.

This Third Party Liability Insurance shall, under no circumstances, cover less than the specifications informed in the ET101 'Assignment of Civil Liability limits and Policies. All-risk, construction and assembly' or, alternately, the Side Letter annexed to the Request for Proposal, in cases where the complexity of the work requires specific terms.

- All-Risk Construction and Assembly Insurance (in the case of construction works contracts) covering material damages and/or losses occurred during the construction or assembly works, including material damages to equipment and machinery used during these works. The minimum limit of this general indemnity shall be the value of the contract. This insurance shall be taken out and maintained throughout the term of the contract from the start of works until provisional acceptance by the client and shall comprise the following coverage: all-risk construction and assembly, removal of debris and wreck; machinery and equipment; natural risks; mutiny and civil disturbances; terrorism; extended maintenance; pre-existing elements (if any) and adjacent elements (if any). This insurance shall grant the Client the option to contract an advance loss of profit coverage (ALOP), if appropriate.

This All-Risk Construction and Assembly Insurance shall, under no circumstances, cover less than the specifications informed in the ET101 'Assignment of Civil Liability limits and Policies. All-risk, construction and assembly'.

- Transportation Insurance (comprising properties transported by air, sea and inland) covering material damages, losses and delays suffer by equipment or materials to be employed in the works or the



facility which is the scope of the contract, as long as this equipment or these materials are in transit, during the transport and/or handling (comprising the load and unload of the equipment and/or materials during the arrival and delivery of them). The indemnity amount per transport shall be, as a minimum, the maximum value of the carried goods. Transportation insurance shall be in force until the Client acknowledges the compliance to the equipment and/or materials included in the contracted works or installation. This insurance shall grant the Client the option to contract an advance loss of profit coverage (ALOP), if appropriate.

- Employer's Liability Insurance for all employees (comprising occupational or work injuries and occupational diseases), including temporary and permanent work disability and death, under the conditions determined by the laws in force for each case. The contractor is responsible to ensure that its sub-contractors keep the same coverages in force for their own employees.
- Compulsory Automobile Insurance for transporting goods or people under the contractor and/or sub-contractor responsibility in the conduct of their contractual obligations (whether or not the contractor and/or subcontractor is the owner of these vehicles) and complemented with an additional civil liability.
- Any other insurance or support that the Client could be obliged to take out in accordance with the agreed terms or due to the laws in force emanated by the administrative authorities.

The contracts between the Contractor and its sub-contractors shall include the obligation of the latter to undertake the liabilities assumed by the contractor regarding insurance responsibilities.

The contractor is obliged to request and control that each of the sub-contractors have their insurance policies fully in force, with the proper coverages related to the liabilities referred in this technical specification and also in the standard market practice.

The amounts paid by the insurance companies according to the insurance policies in force shall be used for repairing the caused damages and/or replacing the damaged goods or works, with the exception of the civil responsibility coverage, where the amounts will be paid to the beneficiary.

The Contractor takes on the obligation for the term of the contract to inform the Client about any event that affects the validity and the conditions of the insurance policies in force. In case of event subjected to be claimed, the contractor shall immediately notify the Client, whatever the nature, causes and scope of this event, by sending to the client a written report describing the occurred events.

In case of accident, any difference between the value of the damaged amount and the insurance settlement, regardless this difference is due to the deductibles effect, the insurance limits or lack of insurance coverage, the application of exceptions that are not common market standard, a under-insurance of the damaged goods, the unpaid of the insurance premium, or other circumstances analogous to the ones before, this difference shall be bear by the contractor except if the incident is caused by EDPR.

Before the start of the works and whenever requested by the Client, the Contractor and its subcontractors shall provide documentary evidence of the insurance contracts, contents and validity of the insurance policies mentioned in the previous paragraphs.

In case any company of the group EDPR will be object of a financing operation or any other social or financial operation that obliges it to modify the insurance coverage, or the addition or removal of additional beneficiaries, the contractor shall take all necessary steps to fit this new situation or additional coverage with the insurance company.

The required documentation shall be authenticated by the issuer company or, alternately, with a copy and the hardcopy of the insurance policy, the latter being returned to the contractor after being cross-checked by the Client. These insurance certificates shall establish a 30-day advance notification (or previous notice) about any change or cancellation of the coverage, not allowing any change or cancellation of the agreed terms and conditions throughout the coverage period without the prior consent of EDPR.

All the insurance policies referred above shall be contracted with insurance companies of adequate solvency.

The existence and validity of the insurance policies shall not limit, in any case, about the liabilities that the Contractor should bear according to the laws in force.

### **3.22. Liability**

#### **3.22.1. Pre-contractual liability**

None of the established in these General Contracting Conditions, nor the actions, expenditure or activities which, respectively, the Contractor carries out in order to adapt to such provisions or to make or present a certain Bid, shall be or can be understood as creating any type of contractual or pre-contractual relation between the Client and the Contractor, which might lead to any type of liability or obligation of the Client.

Consequently, the Contractor expressly accepts that the Client shall take no liability and accept no obligation as a result of the request, presentation, analysis, completion, assessment or refusal of a certain Bid; the Client shall only be under those obligations and take those responsibilities as might be established in the Contract, if applicable.

In case the offer is withdrawn or revoked during its validity period (90 days), or after it has been accepted, the Contractor shall indemnify the Client against any damage and loss caused.

#### **3.22.2. Contractual liability**

The Contractor shall be liable towards the Client for any damage it causes or caused by its employees or any third parties for which it might be responsible, including its subcontractors, for the damage caused during the execution of the Contract to the Client, its employees, property, goods or rights. The abovementioned damages shall include those caused, as a result of the execution of the Contract, both due to actions taken and due to omissions. For the purposes of this clause, damage shall refer to any disturbance, incident, trouble and, in general, any losses that, as a result of the execution of the Contract, might occur in the work, performance and/or regular operation of the Client's installations.

Without prejudice to being liable for the damage caused to third parties, the Contractor shall be liable towards the Client for all material damage caused, as a result of the execution of the Contract, to the goods and property of the Contractor.

All damage caused by the Contractor to goods and property, both public and private, as a result of the execution of the works, shall be duly repaired by the Contractor who shall bear the costs. The Client may otherwise provide for that, without prejudice to charging the resulting costs to the Contractor.

Furthermore, the Contractor shall be responsible for all expenses incurred by the Client with third parties, in those cases established in the Contract, in which, if the Contractor does not provide for them, the Client shall be entitled to contract them.

Without prejudice to all the referred above, the Contractor shall not be liable for indirect and/or consequent damage it causes, except if such damage results from serious fraud or negligence committed by the Contractor.

The Client is entitled to execute the bank guarantees provided by the Contractor, or also to compensate the amounts owed to the first by the latter, in order to make up for the amounts that the Contractor is obliged to pay following the provisions of the previous sections.

### **3.23. Certificate of satisfaction**

The Contractor shall provide to the Client a complete Certificate of Satisfaction, including those by third parties, before the final payment.

If any complaint is made after the final payment, the Contractor shall indemnify the Client against the expenses it may have as a result of such a complaint.

### **3.24. Confidentiality**

Without prejudice to the Confidentiality Agreement attached as Annex 2, the Contractor shall comply with this clause too

The Contractor shall not disclose to any third parties, without the Client's previous consent in writing, the conditions under which the Client contracted or will contract the execution of the work or the provision of the service.

Unless otherwise stated in the Contract, all information exchanged between the Parties (both prior to and after the commencement date of the preparation or of the execution of the Contract) shall be considered as confidential and used solely for the purposes of the Contract. The said information shall not be disclosed to third parties by any means - whether oral, visual or in writing - unless previously and expressly authorised by the other party.

Each of the Parties shall ensure that the Confidential Information does not come to the knowledge of any other people than their employees, subcontractors, agents, representatives or consultants, who require such knowledge to ensure the appropriate fulfilment of the Contract or to comply with the tasks assigned to them. The Parties undertake to transfer the abovementioned obligation to all its employees. In addition, the Contractor takes on the obligation to include this in the Contracts signed with its subcontractors, namely those who are due to take on such confidentiality obligation, under the same terms of this Provision.

This confidentiality obligation shall not include any documents or information that had already been made public or disclosed to the market other than as a result of its disclosure having been made in breach of any confidentiality obligation.

If the Contractor is required by law, legal obligation, judicial, administrative or any other competent authority, the Contractor will notify the Client in advance, with the utmost urgency, to allow the Client to carry out the legal actions necessary to defend its interests, including the avoidance of the supply of the information, to the extent permitted by the law in force.

If the submission of the Confidential Information couldn't be avoided, the Contractor commits itself to only disclose that part of the Confidential Information strictly necessary to attend the requirement. Additionally, the Contractor must adopt the necessary measures to try that the recipient of the

Confidential Information shall respect the confidential nature of the same, notifying the Client exactly about the part of the Confidential Information that has been disclosed.

After the termination of the Contract, each of the parties shall return to the other party any Confidential Information it may have or, if applicable, shall provide evidence of its elimination, expressly undertaking not to keep any copy of it.

### **3.25. Credit compensation**

In case of non-compliance by the Contractor with any of the obligations taken in the Contract, which creates for the Client any economic liability or consequence, the Client shall be entitled to withhold and/or to compensate, up to the limit of said liabilities and/or expected consequences, any credits that are due, net and payable in favour of the Contractor, that are in its possession.

### **3.26. Assignment of contracts**

The Contractor shall not assign this Contract, totally or partially, without the Client's previous approval in writing for that purpose. Without prejudice to the mentioned above, the provisions of the Contract shall respectively apply and be binding on the successors in title and assignees of the contracting parties.

Additionally, the Contractor shall not assign any of the economic, commercial or financial credits and rights arising out of the contract, nor perform any kind of Operation for which it uses the referred rights and credits.

### **3.27. Force majeure**

None of the parties shall be considered responsible for delays in the execution of the works, or for not carrying them out, when this is due to circumstances that are beyond their control according to the provisions set by the Italian Civil Code.

The party affected by a case of force majeure shall report it to the other party, in writing, as soon as possible and never later than three (3) days, from the moment it gains knowledge of it, mentioning the cause, its estimated duration and the consequences for the contracted work, attaching the documents that serve as evidence of it.

Compliance with the obligations affected by the force majeure events shall be suspended for the duration of the said events and the parties shall not be liable for the consequences arising from them. After cessation of the force majeure event, the parties shall agree upon which measures are required to, as far as possible, recover the time lost, taking all measures within their reach so that the execution of all the Contract's obligations is re-established on the best conditions and with the least delay possible, after the cause has ceased.

Notwithstanding this, if the force majeure event was to be prolonged for a period over three months, any of the Parties is entitled to terminate the Contract.

The following cannot be invoked by the CONTRACTOR as force majeure causes:

1. Meteorological conditions or events that could reasonably have been predicted by the Contractor
2. Any shortage of manpower or materials
3. Any delay or failure in obtaining the materials
4. Any non-compliance or delay of any subcontractor.

5. Strikes, except for cases of general strikes in the sector, or lock-outs.

### **3.28. Termination of the Contract**

Besides the causes established in the Contract, in any provision of these General Conditions and by the law, the following shall be considered as cause for termination of the Contract:

#### **3.28.1. By the Client:**

- a) When the Contractor is in breach of any of its obligations under the Contract, including those provided for the Data Processing Agreement, or when the Contractor carries out any work that is non-compliant with any of the documents included in the Contract, or if it is performed in such a way that the quantity and quality of the work executed does not reasonably correspond to the amount of time spent for performing it and the Client is able to estimate, at its discretion, that the ordered work shall not be finished within the expected deadlines.
- b) For the frequent repetition of mistakes or defects in the execution of the contracted works.
- c) When the Contractor partially or totally assigns or transfers the services to subcontractors, going against the provisions of the corresponding section of the Contract.
- d) For interruption of the works for more than one (1) week, except when due to legitimate reasons which absolutely hinder the Contractor in continuing the work.
- e) For non-compliance by the Contractor with the provisions of labour laws, social insurance and its regulations or with Occupational Risk Prevention rules.
- f) For any use of the brand, the image, the distinctive symbols and/or the logos of the Client that is inadequate or non-compliant with the instructions given.
- g) For not taking out or not renewing the insurance policies under the terms established in these General Conditions.
- h) Any other non-compliance by the Contractor which may significantly affect the adequate execution of the Contract or that is established in it as a cause for termination.
- i) If the tenderer does not update its register in RePro (Suppliers Assessment Register), if applicable.
- j) Being involved in any legal transaction, regardless of the way it's used (sale or transfer of stocks or shares, mergers, divisions of companies or any other company operations or any other event, act or legal transaction) which brings about a significant change in the Contractor's shareholding or stockholding or any change in the Contractor's effective control, direct or indirect, or that the companies on which the Contractor depends or those that the Contractor controls.
- k) If the Contractor ceases to perform the activity.
- l) Any non-compliance with the obligations included in the provision 3.30 (Sanctions)

If any of the causes for termination stated in this section occurs, the Client shall be entitled either to order the fulfilment of the Contract or to terminate it. If the Client chooses to terminate the Contract, it shall inform the Contractor by means of a previous written notification given fifteen days before the date in

which the termination is to become effective. Upon receiving such previous notification, the Contractor shall immediately stop its work, performing only the things required to protect the work already done in order to deliver it to the Client.

The above-mentioned is without prejudice to the indemnity for damages and losses originated by such termination of the Contract, which shall be deducted from any pending payment to be made to the Contractor, or which shall imply the loss of the security, which the Contractor may have had provided, being paid to the Client as its beneficiary, and, if deduction from pending payments or the security don't cover the indemnity for damages and losses, directly against the Contractor's assets.

The Client is entitled to unilaterally render the Contract ineffective, being solely required to notify the Contractor in writing thirty days in advance; in this situation, the Client shall pay for the work performed and other expenses incurred up to the termination of the Contract, as well as other costs which are reasonably incurred as a result of such termination; it shall not pay any amount for expenses such as loss of profits or compensation for damages and it shall maintain the retentions and guarantees corresponding to the work performed during the established period. The payment of this sum shall be considered as a total compensation and exclude any complaint for damages and losses, so the Contractor shall declare all amounts to be settled, closed and recompensed upon receiving the said amount, waiving the right to make any complaint against the Client.

#### **3.28.2. By the Contractor:**

- 1.Suspension of the works for longer than 5 weeks due to a cause attributable to the Client.
- 2.Unjustified lack of payment by the Client of two invoices, under the terms of the Contract and/or the present General Conditions.

The Contractor shall, in this situation, send a notification to the Client informing about the supposed non-compliance as well as its intention to terminate the Contract unless it is corrected. In case it is not corrected within a reasonable term, the Contractor shall be entitled to terminate the Contract, charging the Client for the works executed until that date plus an amount that equals 2% of the works still to be executed, corresponding such value to the total amount to be requested by the Contractor to the Client on concept of damages and losses for such termination in advance.

Furthermore, any of the parties is entitled to request the termination of the Contract in the case described in section 3.27 of these General Conditions due to force majeure events.

In the abovementioned cases, the Client shall be entitled to take possession of the works executed up to that date and keep all or some of the materials stored, partly manufactured or delivered, paying for them according to the price established in the Contract or, if not established, the price that both parties mutually agree upon or, if that is not possible, the price established by an expert's appraisal.

#### **3.29. Compliance**

EDPR performs its activity under high ethical standards, of business integrity, consciousness and social responsibility, as well as with a strict respect and compliance of the corresponding legislation, and with no tolerance, for Group companies, collaborators or partners, of any behaviour that could question these principles of market positioning.

The Contractor declares that he/she:

- Knows and respects the commitments adopted by the EDPR Group about ethics, integrity, compliance and fight against corruption, as described in its reference documents, available at <https://www.edpr.com/en/edpr/our-company/ethics> complies with national and international legislation in force applicable to the Contract
- There is no conflict of interest related to the purpose of the Contract

The Contractor will immediately inform EDPR Group:

- If, during the process of drafting or executing of the Contract, has knowledge of any situation that could create a conflict of interest that might have an impact on the Parties, the purpose of the Contract, or the related activity.
- Of any infringement or any circumstance that could potentially involve a serious breach of national or international legislation applicable to the Contract, as well as any other national or international legislation related to corruption or bribery.

During the execution of the Contract, the Contractor undertakes to actively cooperate with EDPR and allow EDPR to fulfil of its own legal obligations arising under its duty of vigilance. With this purpose, the Contractor will implement, if not existing, a model of Compliance with the appropriate controls in terms of integrity and prevention of corruption, and ensure to prevent actions as to promote and/or accept, directly or indirectly, undue advantages from third parties, nor to request, promote or accept, for its own benefit or to other people's benefit, undue advantages with the scope of obtaining a favourable result, establishing procedures and implementing the appropriate and necessary measures.

EDPR may require the Contractor to prove its compliance with the requirements set out in this clause at any time, requesting information or auditing the supplier, directly or through a third party, at any time and at its own expense, provided that it gives prior notice of the audit to the supplier. In the event of an audit, the Contractor undertakes to grant EDPR employees access to its premises and to provide EDPR with all information and/or documents that it may request for the successful completion of the audit.

Any breach of the provisions of this clause by the Contractor, as well as the commission of any infringement of commitments adopted by EDPR Group on ethics, integrity, compliance and fight against corruption, will be treated as a breach of contract, justifying the suspension and/or termination of the contract by EDPR on the terms and conditions set out in the Contract.

### **3.30 Sanctions**

The Contractor shall not (i) enter into a business relationship with any Sanctioned Person, or (ii) make any funds available to or for the benefit of, directly or indirectly, any Sanctioned Person. Additionally, the Contractor, on their contracts with its contractors and vendors shall include requirements to those included in this provision 3.30.

**"Sanctioned Persons"** means any individual or entity listed in one or more Sanction Lists.

**"Sanction Lists"** means:

- (a) any economic, financial and trade restrictive measures and arms embargoes issued by the European Union pursuant to Chapter 2 of Title V of the Treaty on European Union as well as Article 215 of the Treaty on the Functioning of the European Union, as available in the official EU website [https://eeas.europa.eu/topics/sanctions-policy/8442/consolidated-list-of-sanctions\\_en](https://eeas.europa.eu/topics/sanctions-policy/8442/consolidated-list-of-sanctions_en), as amended and supplemented from time to time or on any successor page;

(b) any economic, financial and trade restrictive measures and arms embargoes issued by the United Nations Security Council pursuant to Article 41 of the UN Charter as available in the official UN website <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>, as amended and supplemented from time to time or on any successor page; or

(c) any economic, financial and trade restrictive measures and arms embargoes issued by the competent bodies/official institutions or agencies charged with administering, enacting or enforcing sanctions in the United States, including the US Treasury Department's Office of Foreign Assets Control, including but not limited to those as made available in the official website <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>, as amended and supplemented from time to time or on any successor page.

### **3.31. Language**

English is the language to be used for the contractual relations and, as a consequence, any document presented by the Contractor to the Client shall be written in or translated into the English language.

### **3.32. Applicable law and settlement of disputes**

All issues arising between the parties in relation to the interpretation and/or execution of the Contract shall be settled based on the Italian law and using this language.

For the purposes of these General Conditions or the specific conditions of each Contract, the Italian Civil Code and further regulations on this matter shall be considered; the parties shall submit to the Courts of the city of Milan, renouncing their own court jurisdictions if applicable, and without prejudice to the Client's right, being the plaintiff, to resort to the Courts of the jurisdiction of the defendant's domicile.

### **3.33. Annexes**

1. Bank guarantee template.
2. Confidentiality agreement.
3. Quick Suppliers Sustainability Guide for O&M
4. Quick Suppliers Sustainability Guide for Construction Works
5. The Disciplinary and Sanctioning Regime of EDPR
6. Privacy Information Notice for Supplier
7. Data Processing Agreement