

# **SPECIFICATION OF ENUSA'S GENERAL MATERIAL, EQUIPMENT AND SERVICES CONTRACTING CONDITIONS**

Third-party contracts with ENUSA entail the full acceptance of the conditions herein, unless otherwise stated expressly in writing.

## **1. CONTRACT PURPOSE / CONTRACTING SCOPE**

The contract purpose is the procurement of the materials, equipment, service provisions or job executions (installations, assemblies, etc.) that are described in the purchase order and that the vendor, supplier, contractor, etc. is required to deliver or execute in each case for such purpose.

It is considered that the contract purpose implicitly includes the undertaking of all activities required so that the purchased materials and equipment, job executions, installations or assemblies are ready for use and in working order and are in accordance with the standards, state of the art, uses and especially the conditions set down in the purchase order and with the ENUSA technical specifications. When the contract purpose is the provision of services, this shall be understood as the complete conclusion thereof.

## **2. DELIVERY AND RISK OF LOSS OR DAMAGES**

Materials and equipment shall be delivered to the ENUSA facilities designated in the purchase order.

The risk of damage or loss of materials and equipment, as well as third party civil liability, shall be transferred to ENUSA at the time of delivery to and final acceptance in its facilities of the purchased materials and equipment.

## **3. PROVISIONAL AND FINAL ACCEPTANCE**

Material and equipment purchases, installations, assemblies, job executions and service provisions shall be understood as provisionally accepted by ENUSA. Unless otherwise stipulated, provisional acceptance shall occur:

- Upon delivery, in the case of material and equipment purchases;
- In the case of installations, assemblies and job executions, at the time of completion thereof when they are ready for use and in working order;
- In the case of service provisions, when they have been concluded in full.

Final acceptance shall occur six months after provisional acceptance if there has been no claim made by ENUSA in the meantime.

There will be rejected all items detected as fake or fraudulent at the moment that ENUSA would found sign or defect that identify it; as well as items without the admitted legal certificates, in case these certificates would be necessary and essential for using, according legal requirements.

## **4. WARRANTY**

The vendor warrants the materials and equipment against all defects, including design and manufacturing defects, for a minimum period of one year as of their commissioning, without exceeding eighteen months following delivery thereof, and it agrees to replace or repair any defective ones to ENUSA's satisfaction. The cost of the replacement or repair and all the expenses incurred for this reason shall be paid by the vendor, even if such operations have to be undertaken outside its workshops.

In the case of job execution or service provision, the contractor warrants that the works have been properly completed without technical or labor deficiencies and are ready for use and in

working order for the planned purposes, and it agrees to correct any defect detected during the year following completion of the works at no cost to ENUSA.

Any adjustments, repairs or replacements shall be made during the timeframe and under the conditions indicated by ENUSA, in the manner least detrimental to ENUSA and without causing delays in contact execution or work stoppages. Otherwise, ENUSA may undertake the necessary works by itself or by third parties and charge them to the contractor without loss of the warranty.

The warranty period shall be extended for a time equal to the duration of the repairs or replacements, if any, that must be made. These repairs or replacements shall in turn be covered by a warranty after completion thereof, for the same period of time as the warranty.

Expiration of the warranty period shall not release the contractor or vendor from its eventual responsibility for hidden flaws or defects or any other liability to which it is bound by law.

## **5. DELIVERY CONDITIONS. DOCUMENTARY PROVISION**

As a supply warranty and financial solvency, the vendor provides periodically, the next document:

- Certification specific that the company has no outstanding tax obligations, issued by the Tax Authority.

## **6. SHIPPING CONDITIONS. DELIVERY NOTE**

The merchandise covered by the purchase order shall be appropriately packed or packaged for transport or storage and in accordance with the ENUSA specifications.

The merchandise shall be accompanied by the "delivery note", which shall visibly indicate the ENUSA purchase order number. The vendor shall avoid including merchandise for several purchase orders in one single delivery note.

When the delivered merchandise does not correspond to the purchase order in full, the delivery note shall allow for clear identification of the supply being delivered.

## **7. AMOUNTS AND PRICES**

The agreed price is fixed for all purposes and may not be subject to any revision, scaling or variation whatsoever

When prices have been established by work units or supplies, these shall be fixed and the total contract amount shall be the one resulting from applying said prices to the actually supplied or executed units.

Unless otherwise agreed in writing, the price includes packing, transport and insurance up to the place of delivery. Only the value added tax is excluded.

## **8. INVOICING, FORM AND TERMS OF PAYMENT**

All invoices or certificates shall be issued after delivery of the merchandise or acceptance of the works.

The invoice shall include the purchase order number and description of the contract purpose. It shall comply with and include all the current legal requirements at the time of issue. Each invoice should refer to only one purchase order.

Invoices that do not comply with any of the aforesaid requirements shall be immediately rejected and not admitted for payment.

Invoices shall be sent to the address shown at the top of the purchase order sheet.

Payments will be made on the 5<sup>th</sup> and 20<sup>th</sup> of every month after the time period established by law at any given time, to be counted as of the "invoice date", has elapsed, except when the invoice is not accepted by ENUSA, in which case this will be indicated to the vendor as soon as possible. The discount for early payment to vendors will be negotiated on a timely basis.

ENUSA reserves the right to demand from the contractor or vendor a deposit equal to 10% of the agreed price when it so deems advisable to meet all its obligations, and which does not mean that such responsibility is limited to said amount or periods of validity.

The deposit shall consist of ENUSA retaining 10% of each of the payments to be made.

Subject to agreement with ENUSA, the contractor or vendor may substitute the aforesaid retention by a joint bank guarantee.

The deposit will finalize upon expiration of the warranty period and it will be cancelled once the appropriate discounts have been applied.

Payment shall be made via bank transfer. Other forms or terms of payment shall be negotiated with ENUSA.

## **9. PENALTY FOR DELAYS**

The failure to meet the delivery dates or execution times shall give ENUSA the right to apply a 0.5% penalty to the total contracted amount for each full week of delay.

## **10. JOB EXECUTION OR SERVICE PROVISION IN ENUSA FACILITIES**

The contractor and its personnel shall comply with current labor provisions, as well as the internal rules of organization, discipline, safety and control that ENUSA has in place in the corresponding Work Center.

Specifically, the contractor declares that it is aware of and agrees to comply with the rules established by ENUSA in relation to the working conditions in the Juzbado fuel assembly factory. These conditions are set down in the applicable revision of specification Ref. ESP-INS-CYA 001, which the contractor admits it has received from ENUSA prior to the job execution or service provision, as the case may be.

## **11. INDUSTRIAL PROPERTY**

The contractor assures ENUSA, and is bound to provide documentary proof if so required, that it has the patents, licenses and other industrial property rights required to manufacture and sell the contracted materials and equipment and to provide the contracted services and undertake the contracted activities (installations, assemblies, etc.).

In accordance with the aforesaid assurance, the vendor, supplier or contractor frees ENUSA of any liability for any industrial property right violations that the former may commit and it is bound to do anything necessary to hold ENUSA harmless and free of any claims or actions that may be filed against it for such violations.

## **12. CONTRACT TERMINATION**

If the vendor, supplier or contractor does not, in ENUSA's opinion, meet any of its contractual obligations, ENUSA may terminate this agreement, for which purpose it suffices to notify the contractor in writing and pay the amount of the works or services correctly undertaken up to the date the written notice is sent, with any deductions as appropriate. The contractor shall not be entitled to be paid any amount by way of compensation.

## **13. DATA PROTECTION**

ENUSA, in accordance with Personal Data Protection Act 15/1999 dated 13 December, guarantees the security and confidentiality of any personal data provided to it by the contractor.

The contractor consents to the inclusion of the personal data contained in this document, or in any document that may be produced as a consequence hereof, in the automated file that ENUSA, as the responsible party, will process on a confidential basis and exclusively for the purpose of maintaining the business relationship. ENUSA may delete the data if they are inaccurate or are no longer required for such purpose.

The contractor, on the other hand, may revoke this consent, access the data provided and exercise the rights of access, rectification, cancellation and opposition, for which purpose it shall contact ENUSA at the address shown at the top of the purchase order sheet.

For business relationships and contracts which, for the implementation thereof, involve the access of the contractor or supplier personnel to the ENUSA facilities and which do not involve direct access to files that contain personal data, the contractor or supplier and ENUSA shall sign the document shown in Annex I.

## **14. JURISDICTION**

For the resolution of any dispute, discrepancy or difference that may arise in relation to the implementation or execution of this contract, the two parties are subject to the jurisdiction and authority of the Courts and Tribunals of Madrid and expressly relinquish any other jurisdiction that may apply.

## **15. ACCEPTANCE**

The express or tacit acceptance of the purchase order means that the contract is fully subject to these general conditions, and any term, condition or specification contrary to that set down in this document is understood to be null and void.

The purchase order shall be understood to have been tacitly accepted, and the provisions of the preceding paragraph shall be understood to be applicable, when the vendor, supplier or contractor has commenced contract execution or has undertaken activities that it would not have undertaken if it had not accepted the purchase order.

## **16. COMMUNICATIONS**

All communications or notifications to ENUSA related to the current purchase order shall be sent to the address that appears at the top of the purchase order sheet and shall be addressed to the attention of the purchase order signer.

The supplier shall notify ENUSA of any flaw and/or deviation detected in the structures, systems, components and processes that it supplies and that could affect the safety conditions of the installation.

## ANNEX I

The Company -----, for purposes of that provided in article 83 of the Data Protection Regulation, is hereby informed by ENUSA of the following and expressly accepts its contents:

- ❖ That there is a prohibition for companies engaged in -----  
----- regarding direct access to files and records in the facilities of ENUSA INDUSTRIAS AVANZADAS located in Juzbado which may contain personal data.
  
- ❖ That in the event that it comes into contact with such files during the performance of its functions, it is reminded of the legal obligation to maintain the secrecy and confidentiality of such personal data and information to which it may have access.