

SPECIFICATION OF THE GENERAL CONDITIONS OF ENUSA FOR THE PROCUREMENT OF MATERIALS, EQUIPMENT AND SERVICES

Third parties contracted by ENUSA must accept these conditions in full, unless explicitly declared otherwise in writing.

1. OBJECT OF THE CONTRACT/SCOPE OF PROCUREMENT.

The object of the contract is the purchase of the materials, the equipment, provision of the services or execution of the activities (installation, assembly, etc.) described on the order sheet, and that the vendor, supplier, contractor, etc. undertakes to deliver or perform in each case.

The object of the contract is implicitly understood to include performance of all acts required in order for the materials and equipment purchased, the works performed, the installation or assembly, to be left in usable and fully functional condition, in accordance with the standards, state of the art, standard practice, and in particular the conditions established in the order and the technical specifications of ENUSA. If the object of the contract comprises the provision of services, this is to be understood as the conclusion thereof in full.

2. DELIVERY AND RISK OF LOSS OR DAMAGE.

Delivery of materials and equipment will be performed at the ENUSA facilities designated in the order.

The risk of loss or damage of the materials and equipment, and civil liability before third parties, will be transferred to ENUSA at the moment of delivery and definitive acceptance of the materials and equipment acquired, at its facilities.

3. PROVISIONAL AND DEFINITIVE ACCEPTANCE.

Acquisitions of materials and equipment, installation, assembly, execution of works and provision of services will be understood to be provisionally accepted by ENUSA. Unless stipulated otherwise, provisional acceptance will take place:

- In the case of purchases of materials and equipment, upon delivery.
- In the case of installation and assembly, and the execution of works, at the moment of completion thereof in condition for use or exploitation.
- In the case of service provision, once the services are entirely completed.

Definitive acceptance will take place six months after provisional acceptance, if no claim has been raised by ENUSA.

Those products found to be false or fraudulent will be rejected as soon as any sign or defect marking them as such is detected, in addition to any for which the legally accepted certificates are not presented, if such certificates are necessary and essential for use, under the applicable regulations.

4. WARRANTY

The vendor guarantees the materials and equipment against any defect, including defects of design or manufacture, for a minimum period of one year from commissioning, but no more than eighteen months from delivery, and undertakes to replace or repair any that prove defective, to the satisfaction of ENUSA. The cost of replacement or repair, and all expenses derived from such causes, will be borne by the vendor even if such operations must be performed away from its workshops.

In cases of the performance of works or provision of services, the contractor guarantees that the work is properly performed and without any technical deficiency or defective workmanship, in

condition for use and fully functional for the intended purposes, undertaking to rectify at no expense to ENUSA any deficiencies that might be noted during the year following completion of the work.

The adjustments, repairs or replacements must be performed in accordance with the deadline and conditions indicated by ENUSA, to cause the least possible detriment to it, and without leading to delays in the fulfilment of contracts or the suspension of installations. ENUSA may otherwise perform the required work itself, or through third parties, the cost being borne by the contractor, and without the warranty being forfeited.

The warranty period will be extended for a period equal to the duration of any repairs or replacements that might need to be performed. These repairs or replacements will in turn be guaranteed from their date of completion, for the same duration as the warranty period.

Expiry of the warranty period will not release the contractor or vendor from any possible liability for hidden faults or defects, or any other liability that might attach to it in law.

5. CONDITIONS OF SUPPLY. PRESENTATION OF DOCUMENTATION.

To guarantee supply and economic solvency, the supplier of goods or provider of services must periodically present the following documents:

- Certificate confirming the absence of outstanding tax obligations.
- Certificate confirming the absence of outstanding Social Security obligations.

6. DISPATCH CONDITIONS. DELIVERY NOTE.

The goods comprising the object of the order must be properly wrapped and packaged for transportation or storage, and in accordance with ENUSA specifications.

The goods will be accompanied by the "delivery note" visibly indicating the ENUSA order number. One single delivery note should not be used for goods comprising several orders.

If the goods delivered do not correspond to the entire order, the delivery note must serve clearly to identify the supply made.

7. AMOUNTS AND PRICES.

The agreed price is fixed for all purposes, and cannot be reviewed, scaled or modified in any way.

If prices have been established per unit of works or supplies then these will be fixed, the total amount corresponding to the contract being the result of applying the aforementioned prices to the units actually supplied or executed.

Unless agreed otherwise in writing, the price includes packaging, transportation and insurance as far as the delivery location. Only value added tax is excluded.

8. INVOICING, FORM AND CONDITIONS OF PAYMENT.

Any invoice or certificate must be issued after the goods are delivered or the jobs are accepted.

The invoice will include the order number and description of the order of the contract. All legal requirements in force at the time of issuance must be fulfilled and included. Each invoice must refer to one single order.

Any invoices that fail to comply with any of the requirements set out above will be rejected outright, and will not be accepted for payment. Invoices must be sent to the address given at the top of the order sheet.

Payments will be made on the 5th and 20th of each month following expiry of the period

established in law at the time in question, calculated from the "invoice date", unless this not accepted by ENUSA, of which the supplier will be informed at the earliest possible opportunity. The prompt supplier payment discount will be negotiated at the time in question.

ENUSA reserves the right to demand from the contractor or vendor surety of 10% of the price agreed wherever it should deem this to be appropriate in order to cover performance of all its obligations, without such liability being limited to the amount in question or the duration of validity.

The surety will comprise ENUSA withholding 10% of each of the payments to be made.

Following agreement with ENUSA, the contractor or vendor may replace the aforementioned withholding with a joint and several bank guarantee.

The surety lodged will expire upon expiry of the warranty period, and will be cancelled once the applicable discounts have been made. Payment will be made by bank transfer. Other forms of conditions of payment must be negotiated with ENUSA.

9. PENALTY FOR DELAYS.

A breach of the established delivery dates or execution deadlines will entitle ENUSA to apply a penalty of 0.5% of the total amount of the contract for each day of delay, without prejudice to the right that ENUSA enjoys at all times to claim for payment of all damages occasioned to it as a consequence of the breach of the agreed deadlines.

10. EXECUTION OF WORKS OR PROVISION OF SERVICES AT ENUSA FACILITIES.

The contractor and its personnel must comply with the employment provisions in force and internal standards regarding organisation, discipline, safety and control as established by ENUSA at the corresponding Workplace.

The contractor specifically declares that it is familiar with and undertakes to comply with the standards established by ENUSA in connection with working conditions at the Juzbado Fuel Element Factory, said conditions being set out in the applicable revision of specification Ref ESP-INS-CYA 001, which the contractor confirms it has received from ENUSA prior to the corresponding execution of works or provision of services.

11. INTELLECTUAL PROPERTY.

The contractor warrants to ENUSA, and is obliged to provide it with documented accreditation if so required, that it holds the patents, licences and other IP rights required for the manufacture and sale of the materials and equipment and the provision of the services and performance of the activities (installation, assembly, etc.) under the contract.

In fulfilment of the above warranty, the vendor, supplier or contractor releases ENUSA from any liability as a result of IP infringements that the former might incur, and undertakes to take all necessary actions to ensure that ENUSA is held harmless and unaffected by any claims or demands that might be brought against it as a result of such infringements.

The data handled, and any material and documentation generated during performance of the contract, will be the property of ENUSA, which will be the holder of all IP rights therein, to the fullest extent permitted in Law.

The contractor may not make use of the name, trademarks or distinctive signs provided by ENUSA for performance of the contract, beyond the circumstances and for the

purposes specifically agreed, nor following expiry of the term of validity thereof.

12. TERMINATION OF THE AGREEMENT.

Should the vendor, supplier or contractor fail, in the judgment of ENUSA, to comply with any of its contractual obligations, the latter may choose either to demand performance or otherwise to terminate this agreement, simply by serving written notice on the contractor and making payment of the amount due for the jobs or services properly performed by the date when its written notification is sent, with any applicable deductions. The contractor will not be entitled to payment of any amount by way of indemnification, without prejudice to compensation for damages and payment of interest to which ENUSA might be entitled as a consequence of such breaches.

13. DATA PROTECTION

In fulfilment of Regulation (EU) 2016/679, of the European Parliament and of the Council, on the protection of personal data and on the free movement of such data, and repealing Directive 95/46/EC, ENUSA guarantees the security and confidentiality of any personal data that the contractor might provide.

In this regard, the data of the Parties' representatives will be processed by the other party for the purpose of administering the existing business relationship, the legitimate basis for processing in turn being the performance of the contractual relationship between the contractor and ENUSA. We likewise hereby inform you that the data will not be communicated to third parties, except in those cases where this would be required by legal demand or would be necessary in order to perform the contract. The data will be stored throughout the contractual relationship, and following termination thereof for the legally established durations in accordance with the applicable regulations, and until any possible liabilities that might be derived from the contract have become time-barred. Each Party may exercise before the other its rights of access, rectification, objection, erasure, portability and restriction of processing, and may file a grievance with the Spanish Data Protection Agency. The representatives of the contract may contact the Data Protection Officer of ENUSA at the address Calle Santiago Rusiñol, 12, 28040 Madrid or by email at dpd@enusa.es

For contracts and business relationships that would in order to be performed require that persons of the contractor or supplier access the installations of ENUSA, and would not entail direct access to personal data, the contractor or supplier undertakes to maintain the secrecy of any information accessed, not to disclose this to third parties, nor to use it for any purposes other than those strictly confined to performance of the service, unless legally required otherwise, with the prior, explicit authorisation of ENUSA.

14. JURISDICTION.

In order to resolve any litigation, dispute or disagreement that might arise in connection with the performance and execution of this contract, both Parties accept the jurisdiction and authority of the Courts of Madrid, explicitly waiving any other legal forum to which they might have been entitled.

15. ACCEPTANCE.

Explicit or tacit acceptance of the order presupposes full acceptance of the contractual arrangement under these general conditions, any term, condition or specification contrary to the provisions of this document being deemed null and void.

The order will be understood to have been tacitly accepted, and to be subject to the provisions of the above paragraph, if the vendor, supplier or contractor has begun execution of the contract or has performed acts that it would not have performed had it not accepted the order.

16. COMMUNICATIONS.

Any communication or notification to be served on ENUSA in connection with this order must be sent to the address indicated at the top of the order sheet, marked for the attention of the signatory of the order. The supplier will inform ENUSA should it detect any fault and/or deviations in the structures, systems, components and processes that it supplies, and that could affect the safety conditions of the installation.

17. REGULATORY COMPLIANCE

ENUSA is firmly committed to complying with regulations related both to its activity and to

the general legal dispositions and penal rules, while especially not tolerating, in any case, breaches in terms of corruption.

In compliance with the aforementioned commitment, the integrity and objectivity in business performance, as well as ethical performance in national and international markets, they are fundamental principles and values that govern ENUSA's performance, and to which it is committed at the highest level. To this end, it has approved an Organisation, Management and Control Model for Crime Prevention, together with an Anti-Corruption Protocol and Code of Conduct, that summarise the set of rules and controls that are apt for the prevention of situations and conducts that may give rise to breaches in the area governed by these rules.

The aforementioned documents are at the disposal of all suppliers and users of ENUSA's website (www.enusa.es), which the signee of the contract states they are aware of,

committing to cooperate in good faith with ENUSA against all possible breaches detected to such effect during the validity of this contract.

Likewise, the supplier declares that their actions in this contract shall be governed at all times by principles of good contractual faith and conveniently subject to Law, in such a way that at no time shall they either participate or collaborate in the commission of any conduct that might be considered a penal breach in the legal system. The exercise on the part of the supplier of any conduct that may be construed as illicit and constitute penal responsibility, may constitute a contractual breach and, therefore, cause this contract to be terminated.

18. CODE FOR SUPPLIERS AND SUBCONTRACTORS

ENUSA is committed to responsible management that considers the impacts on

people and the environment, developing its activities according to the United Nations Global Compact and the Sustainable Development Goals (SDG).

Being aware of the real importance of extending this commitment to its entire value chain, ENUSA approved a Code for Suppliers and Subcontractors. This document, is at the disposal of all suppliers and users of ENUSA's website (www.enusa.es)

For the purposes of this clause, the Supplier/Subcontractor agree knowing the aforementioned Code, and declares to develop all its activities according to the principles contained in it. In the same way, it commit to inform ENUSA any relevant information, regarding the requirements established on the Code.