

## General Terms and Conditions of Purchase of Products and Services of the DOMINION Group

These general terms and conditions of purchase (hereinafter the "**GTC**") shall apply to all purchase orders (hereinafter the "**Order**") of the Global Dominion Group company issuing the Order (hereinafter "**Dominion**" or the "**Buyer**") for the purchase or rental of goods, equipment, materials, tools, machinery, spare parts and/or consumables (hereinafter the "**Products**") and/or all types of services (hereinafter the "**Services**") against the natural or legal person indicated in the Order as the supplier and which supplies the Products and/or Services (hereinafter the "**Supplier**").

The Order shall be sent to the Supplier by ordinary mail or e-mail including a specific box or document to confirm receipt and acceptance of the Order (hereinafter the "**Acknowledgement of Receipt**"). In the event of any differences between the conditions expressly included in the Order (hereinafter the "**Particular Conditions**") and these GTC, the Particular Conditions shall prevail.

### 1. Acceptance of the Order

The Supplier shall send its express acceptance of the Order within five days of its receipt by returning the duly signed Acknowledgement of Receipt. Failure to do so may result in the Order being cancelled by Dominion. Total or partial delivery by the Supplier implies unreserved acceptance of the relevant Order and these GTC.

Any purchase order placed by other means, e.g. by telephone calls or other electronic means, will not be valid unless confirmed within 24 hours in writing by Dominion's purchasing department by means of a purchase order.

Unless explicitly accepted in writing by Dominion, the Supplier's general terms and conditions of sale or other general terms and conditions than those indicated in the Order, of which these GTC form an integral part, shall not be accepted.

### 2. Scope of Supply

The scope of supply is that stated in the descriptive part of the Order. The scope of supply includes, even if not expressly stated, all documentation, manuals, approvals and certificates for the supplies required for their use and application.

If, in the Supplier's opinion, there are any uncertainties or errors in the scope of the Order, the Supplier shall notify Dominion immediately and in any case within two days at the latest. Any increases in the quantities of the Products or extensions of the Services indicated in the Order shall not be valid unless confirmed in writing by Dominion's purchasing department by means of a new purchase order.

### 3. Prices

Unless otherwise specified by Dominion in the Particular Conditions of the Order, the price of the Products and/or Services includes, as applicable, packing, postage, packaging, required insurance and carriage, as well as all costs of labour, maintenance and personnel allowances, guarantees, taxes, fees, royalties, customs duties, tolls, taxes and social security contributions. No surcharges for taxes and duties other than those relating to the application of Value Added Tax (VAT) or Canary Islands General Indirect Tax (IGIC), where applicable, will be admitted, all in accordance with the tax legislation in force at any given time.

All prices shall be quoted in Euros, unless a different currency is expressly agreed between Dominion and the Supplier.

Changes in exchange rates shall not give rise to variations or revisions of the prices agreed in the Contract.

The Supplier shall not be entitled to an increase in the Price - whether due to increased costs of material, labour, transport, market fluctuation, or for any other reason - without the prior written consent of Dominion.

For international deliveries of Products, the Particular Conditions may include the application of INCOTERMS 2020. In the absence of an express reference, the supply shall be made DDP, i.e. delivered duty paid at the agreed place of destination.

If not all prices necessary for the supply of the Products and/or Services have been determined in the Order, the prices indicated by the Supplier for the completion of the Order shall not be valid unless confirmed in writing by Dominion's purchasing department by means of a new purchase order. In the event of changes to the current system of indirect taxes which were not foreseen at the time of the Order and which may have a negative financial effect, the Parties undertake to review the payment deadlines in order to mitigate any adverse effects.

Insofar as the Order includes rental prices per unit of time, the Supplier undertakes to submit the documentation supporting its work in the format and with the frequency set out in the Particular Conditions. In the absence of express regulation, he undertakes to submit daily delivery notes for signature by Dominion's site manager or the person to whom the site manager delegates the signing of the delivery notes.

The Supplier shall not be relieved of any of its obligations in respect of the supply of products or provision of services in accordance with the terms of the Contract, nor shall it be entitled to an increase in the Price, as a result of any amendment to any law affecting the performance of the Supplier's obligations under the Contract, which comes into force on the day of signature of the Contract or on any date after the signature of the Contract.

### 4. Delivery Deadlines

Unless otherwise stated by Dominion in writing at a date subsequent to the Order, deliveries of the Products and/or performance of the Services shall be inexcusably made within the time period expressed in the Order. In the event of total or partial failure to meet any of the delivery deadlines, Dominion shall be entitled at its option to apply a late delivery penalty or to terminate the Order immediately, without prejudice to Dominion's right in either case to claim compensation for damages suffered as a result of the delay.

The late delivery penalty to be applied shall be 1.00% for each working day of delay on the total amount of the Order, with a maximum limit of 20% of said amount, unless other percentages are established in the Particular Conditions of the Order, in which case the latter shall prevail. If Dominion has chosen not to terminate the Order and apply the penalty for delay, once the maximum penalty limit has been reached, Dominion may either terminate the Order or continue to enforce its performance.

Dominion reserves the right to suspend the Order in the event of delays in the main site or installation for which the supplies covered by the Order are intended or, in the event of a suspension ordered by the end customer. To this effect, Dominion shall inform the Supplier of the reason for the suspension and the expected duration.

Dominion shall also be entitled, upon written notice, to suspend the performance of the Contract in whole or in part without giving any reason whatsoever.

In all cases, upon receipt of Dominion's notice of suspension, Supplier will i) suspend performance of the Order; ii) suspend all orders relating to the Product or Service; iii) protect and preserve the Products or Service and; iv) mitigate Dominion's costs and liabilities for those parts of the suspended Order. In the event of a suspension of more than six months, the Supplier has the right to terminate the Order. The Supplier is not entitled to any compensation for the suspension or termination as a consequence of the suspension.

### 5. Place of Delivery of the Products and of the provision of the Services

The Products shall be delivered and the Services shall be provided at the address stated in the Order as the place of delivery unless another place is expressly indicated in the Order for the performance of the Services.

If the personnel of the Supplier or third parties contracted by the Supplier are required to travel to a construction site or work site of Dominion or its end customer for the performance of the Services, the provisions of Appendix A.- of these GTC on regulatory compliance and prevention of occupational hazards shall apply.

### 6. Packaging, Transport and Insurance of Products

The Products shall be suitably protected to avoid any damage, especially to machined and polished or fragile parts, and the Supplier shall at all times act in accordance with good practice, taking special precautions where necessary. If the Products were not purchased carriage paid, the transport system shall be determined by Dominion. If the Special Conditions of the Order state that Dominion will insure the goods during transport, the Supplier must give sufficient notice before shipment to take out the relevant insurance; otherwise, the Supplier shall be liable in the event of loss, destruction, damage or damage. The packages shall be duly labelled, indicating the number of this Order indicated by Dominion.

If the contracted Services are considered to be transport services subject to the special legislation on the transport of goods, the limitations of liability provided for in the said special legislation shall not apply and the Supplier's liability extends to the value of the goods transported.

The Supplier undertakes to use, if requested by Dominion, transport material including neutral packaging and pallets, i.e. materials that do not include any identification of the Supplier.

If the Supplier is responsible for the transport in accordance with these GTC, he undertakes to ensure that the carrier carries all the documentation required for the transport in accordance with the applicable regulations.

All materials used shall be free of contaminants.

Dominion reserves the right for itself or its representatives to inspect all packages prepared for shipment. Such inspection shall not relieve the Supplier of its responsibilities with respect to packaging.

## 7. Imports

In the event that an Order is placed with a non-EU supplier and therefore involves an external import into the EU customs territory, this will be carried out under the conditions Delivered Duty Paid (DDP) INCOTERMS 2020, unless Dominion and the supplier expressly agree different conditions in the Particular Conditions of the Order.

The Supplier shall provide Dominion with all necessary information or documentation in accordance with the applicable laws, proving the legal importation of the Products supplied, and the Supplier shall be responsible for the payment of taxes, duties, fees, dues, contributions, etc. for the importation or re-exportation of the Products in question.

On the other hand, the Supplier may not import into the Community customs territory any type of goods in the name of Dominion, the latter appearing as declarant and/or consignee of the goods in the corresponding Customs Declaration, unless express prior authorisation has been given in writing by Dominion.

In the event of obtaining such authorisation, the Supplier shall provide Dominion with a copy of the transport document, the Customs Declaration or Single Administrative Document (SAD) and, in general, any document related to the aforementioned import.

In the event that the Supplier fails to comply with the agreement in either of the above two circumstances, the Supplier shall be liable for all costs or extra-costs incurred by Dominion as a result of the importation.

### 8. a) Product Acceptance

The Products purchased or rented will be visually inspected by Dominion at the place of delivery and if they do not conform, they will be returned to the Supplier, with the Supplier bearing the costs from the time they leave the place of origin. The official scales at the point of destination shall be deemed to attest to the kilograms received; in the absence of such scales, Dominion's scales shall be deemed to attest.

In the event that the quantity of goods delivered is less than the quantity agreed in the Order, Dominion reserves the right to refuse delivery, to accept the quantity delivered with a corresponding reduction in price or to demand delivery of the quantity not delivered, in all cases with the right to claim damages for the Supplier's failure to comply with the conditions of the Order.

The receipt and visual inspection of the goods shall be without prejudice to the quality and performance of the goods in accordance with the warranties stated in the Order and these GTC. Dominion expressly reserves the right to claim for defects in quality from delivery until the end of the warranty period.

Delivery notes shall reflect the materials supplied and upon receipt of the goods Dominion personnel shall sign the acknowledgement of receipt. The delivery note must include the full and legible name and title of the person signing the delivery note on behalf of Dominion.

### 8. b) Acceptance of Services

The Supplier guarantees the quality and performance of the Services. The Supplier shall provide the Services in accordance with the requirements and specifications of the Order, taking due skill and care, using suitable and well-maintained materials and employing sufficiently qualified personnel.

The Supplier shall duly and timely instruct Dominion of any special use or treatment with respect to the Services.

Only a written confirmation of acceptance constitutes acceptance of the Services provided.

## 9. Title of Ownership and Transfer of Product Risk

When Dominion purchases the Products, title and risk of loss of the goods shall pass to Dominion in accordance with the agreed INCOTERMS 2020 or, in their absence, upon delivery and full receipt of the scope of supply at the place of delivery set out in the Order, without prejudice to the Supplier's warranty obligations which shall survive in any event until the end of the warranty period set out in these GTC or in the Particular Conditions of the Order.

When Dominion rents the Products, it does not acquire title of ownership, but it acquires the right of peaceful use and enjoyment until the end of the rental period set out in the Order. Dominion does not assume, unless otherwise agreed in the Particular Conditions, any obligation to insure the rented Products against loss due to events not attributable to Dominion. It is obliged to return the Products in the same condition in which they were received, taking into account the intended use according to the Contract and the usual wear and tear due to use and the rental period.

## 10. Retentions and Bonds

In order to ensure that the Supplier fulfils all its obligations under the Order, Dominion may withhold 10% of the amount of each invoice, or any other amount established in the Order. The total amount of the retentions shall cover the fulfilment of these obligations and may be applied, where applicable, to the

payment of penalties, indemnities and debts payable by the Supplier. The total amount of the retentions shall be returned to the Supplier at the end of the warranty period. The retentions may be replaced by the issue of a bank guarantee on first demand valid until the end of the warranty period and for the amount established in the Order or, in the absence of a specific agreement, for 10% of the value of the Order.

In addition, for any advance payment, a bank guarantee shall be required on first demand according to Dominion's template, for the same amount as the advance payment and valid until delivery and reception of the supply.

## 11. General warranties for all Products and Services

The Supplier warrants to Dominion that:

- The Products supplied are free from defects, visible and hidden, in workmanship, materials or workmanship.
- The Services provided comply with the specifications and requirements set out in the Order.
- The Products supplied are made in accordance with the specifications, drawings, samples and any other established description applicable to them.
- The Products supplied and Services rendered comply with the contractually and legally required quality, safety and environmental requirements.
- The Products supplied comply with the operational requirements set out, where applicable, on performance and consumption.
- The leased Products shall have all the necessary authorisations, manuals and/or certifications.

In addition, the Supplier grants the following warranties:

- When Dominion purchases the Products, the Supplier warrants the Products against any defect or error in the design, execution and materials used, for the period of time set out in the Particular Conditions of the Order or, in the absence thereof, for the period of time set out in clause 12 of these GTC.
- When Dominion rents the Products, the Supplier guarantees the full availability of the Products with the personnel necessary for their operation, assembly and/or disassembly as agreed in the Order. This guarantee for the rented Products includes, at the sole expense of the Supplier, the immediate replacement and/or substitution of all goods and equipment, both defective and those that do not comply with the required specifications.

The Supplier warrants to Dominion that the Products or Services supplied are free of liens and encumbrances in favour of third parties, unless Dominion has been informed of the existence of such liens and encumbrances and has previously authorised the subsistence of such liens and encumbrances. The Supplier shall indemnify and hold Dominion harmless from any expense, charge or encumbrance resulting from the Supplier's failure to fulfil its contractual obligations to its suppliers, contractors, employees, agents or any natural or legal person with whom it has entered into a commitment of any nature whatsoever.

Failure to comply with the above warranties entitles Dominion to reject the Products and Services, to request performance and/or to terminate the Order and to seek, in any event, compensation for damages.

The Supplier warrants the authorship and originality of the results subject to Intellectual and Industrial Property that may derive from the execution of the Contract, as well as the peaceful enjoyment of the rights that are assigned by means of the same. The Supplier shall indemnify and defend Dominion, free of any expense, against any claim or action for infringement of industrial or intellectual property rights deriving from the use or sale of the goods supplied.

In the event of breach of the warranties, the Supplier shall also hold Dominion harmless and indemnify it against any loss, financial guarantee, cost, damage or expense incurred by it as a result of any claim or action brought against it as a consequence of the use or sale of the goods supplied. Dominion reserves the right to participate in the defence against such claims or actions or, if it so chooses, to assume the defence itself, using its own lawyers to represent it in any judicial or administrative proceedings that may arise, and the Supplier shall bear all costs and fees payable to these professionals.

## 12. Warranty period and obligations for Products and Services purchased

The Products and Services purchased shall be guaranteed for a minimum of 24 months from the date of their commissioning against all manufacturing and assembly defects, if any, unless this guarantee is modified by mutual agreement by the Particular Conditions of the Order.

Goods damaged or deteriorated due to manufacturing or assembly defects during the warranty period or unsuitable for the intended purpose, shall be returned to the Supplier, who shall be obliged to replace said goods with others suitable for the intended purpose as soon as reasonably possible, at the Supplier's expense, including transport from the point of origin, disassembly and reassembly.

If the scope of supply includes machines or equipment, the Supplier has the

right, in addition to the replacement of the goods, to carry out a repair attempt once with the written consent of the end customer and in any case without affecting the warranty of both the Supplier to Dominion and Dominion to the end customer. The Supplier undertakes to carry out the repair, if necessary, at the place of delivery, with all costs and expenses for parts, materials, travel and labour being borne by the Supplier. In the event of failure to carry out the repair, Dominion reserves the right to terminate the Order and, if applicable, to claim compensation for damages.

In order to ensure the fulfilment of all warranties given by the Supplier, Dominion may execute the Performance Guarantees.

### 13. Documentation

For each shipment of Products, the Supplier shall provide the following:

- Delivery note, which shall accompany the goods and shall be delivered with the goods at the point of destination.
- Original invoice and one copy.
- Documentation necessary for compliance with the Particular Conditions of each Order (material certificates, regulatory certificates, company accreditations, etc.).
- Necessary documentation for the process of coordination of business activities in the event of having to access any of Dominion's or the end client's facilities.
  - o Risk assessment of the tasks to be carried out.
  - o Preventive measures.
  - o Where appropriate, initial coordination meeting for the development of the activity.

### 14. Invoicing

In addition to the formal requirements demanded by current and applicable legislation, invoices must contain the following items:

- Order Number.
- Concept, milestones and invoiced amounts, which shall be in accordance with the Order.
- If the invoice is a certification it must include as an attachment the supporting documentation duly confirmed by Dominion.
- The invoice will be sent to the relevant e-mail address indicated in the Order.

The subject line of the e-mail must include invoice number and purchase order number.

Dominion reserves the right to request the sending of the original invoice by expressly indicating this in the Order or by requesting the sending of the original after receipt of the invoice by e-mail. The original invoice shall be sent to Dominion's Purchasing Department at the registered office or address indicated in the Order.

Invoices received more than 5 (five) days after the date of issue will be returned to the Supplier for issue with the updated date.

Dominion reserves the right to return any invoices which, in its opinion, are not in conformity or do not meet the requirements of current legislation, and to consider the date of their conformity as the date of payment for the purposes of payment.

The Supplier may not issue an invoice until the complete delivery and acceptance of the scope of supply has taken place, unless partial deliveries and invoicing have been agreed. In view of the fact that Dominion is not obliged to receive deliveries before the agreed dates, even if this should be the case, the Supplier is not entitled to issue invoices and invoices issued outside the agreed contractual terms shall be rejected.

Payment of invoices shall not release the Supplier from its liabilities or obligations under the Contract.

### 15. Assignment

The Supplier may not assign, transfer by any means whatsoever, or encumber in whole or in part, the rights arising from this Order, including its credit rights, without Dominion's prior express written authorisation, without prejudice to Dominion's right to set off any prior debts that may be due to Dominion.

Dominion is authorised to assign all or part of this Order, obligations and rights arising from this Order, in favour of companies affiliated and/or majority owned by Dominion or in favour of its end customer.

### 16. Payment

All payments shall be made in accordance with the Particular Conditions of Purchase of the order.

Dominion shall have the right to withhold any amount at any time, without any liability to Dominion.

In the event that Dominion becomes aware that the Supplier is in breach of its

obligations that may give rise to joint and several liability, subsidiary liability or any other direct action against Dominion, regardless of whether or not the Contract is terminated, and as soon as Dominion becomes aware of such circumstances, Dominion may withhold all payments pending to be made to the Supplier for any reason in an amount sufficient to cover such liabilities, and may even pay such obligations on behalf of the Supplier.

This right of retention and payment on behalf of the Supplier shall extend to all damages resulting from the breach of the Contract, or to any event from which Dominion could be held liable.

Payment by Dominion does not imply that Dominion considers that the Supplier has fulfilled all its obligations arising from the Contract, nor does it waive any rights that may correspond to it in relation to the same, expressly reserving the right to exercise them.

Dominion may withhold from payment the corresponding taxes by virtue of the legislation in force and applicable, and the Supplier must accredit, prior to the payment of its invoice, the exemption or reduction of the withholding percentage, for reasons of residence or any other circumstance that allows it to obtain more favourable treatment.

Under no circumstances shall Dominion make payments to a Supplier that is not up to date with its tax and/or social security obligations, as long as this situation has not been regularised.

### 17. Compensation

Where Dominion has a prior claim against the Supplier, Dominion may offset it, in whole or in part, against the claim in favour of the Supplier arising from this Order, in accordance with the conditions established for the offsetting of debts in the current legal system.

Dominion shall also be entitled to set off outstanding amounts due to the Supplier, to the extent that the Supplier owes, in turn, to any Dominion Group companies.

### 18. Environmental management and compliance

The Supplier shall be responsible for the development and implementation of the environmental management operations applicable to it in accordance with the environmental legislation in force from time to time and shall bear the costs inherent to this obligation.

The Supplier shall be responsible for compliance with all official or private legal provisions on environmental matters and shall be obliged to implement them.

The Supplier shall be obliged to provide as much evidence as is necessary for the demonstration of its environmental performance.

The Supplier undertakes to sign the supplier social responsibility commitment that the Dominion Group will make available to it.

### 19. Confidentiality and intellectual and industrial property

All information provided by Dominion under the Order and these GTC, or arising from them, shall be treated as confidential.

Failure by the Supplier to comply with the aforementioned confidentiality obligation shall give rise to the termination of this Order, entitling Dominion to claim all the damages that its non-compliance may have caused it, without prejudice to any other actions to which it may be legally entitled.

Dominion retains all Intellectual and Industrial Property rights over all information, documents, inventions, designs, brands, works (texts, drawings, maps, graphics, reports, projects, models, photographs, plans, videos...), databases, computer programs, provided to the Supplier. The Supplier may use the above rights of Dominion exclusively for the supply of the Products and Services, without this implying the granting of any kind of licence to the same. The Supplier undertakes not to develop for third parties any inventions and/or intellectual creations that may derive from the foregoing rights provided by Dominion, unless expressly authorised in writing by Dominion. Confidentiality obligations shall remain in force indefinitely.

### 20. Termination

Dominion reserves the right to terminate the Order in the cases expressly stated in these conditions, in those cases arising from any default by the Supplier and in the event of a substantial change in the Supplier's financial solvency that may jeopardise the timely and diligent fulfilment of the obligations assumed, all without prejudice to the rights and actions for compensation that may correspond to Dominion in the event of default or defective fulfilment of this Order.

Dominion may also terminate the Contract, either in whole or in part, in the event of termination of the main contract between Dominion and the End Customer.

### 21. Applicable Law and Jurisdiction

The Order and these GTC shall be governed by Spanish law.

Any dispute or controversy arising out of the validity, interpretation, performance or execution of the Order, or the acts or transactions contemplated by the Order, shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The place of the arbitration shall be Madrid (Spain). The language of the arbitration shall be English.

## 22. "Force Majeure"

Force Majeure means any event which (i) makes it impossible for either party to perform its obligations under the Order, (ii) is unforeseeable, (iii) is beyond the reasonable control of the affected party, (iv) is not due to the fault, fault or negligence of the affected party, and (v) could not be avoided by the party suffering the event by taking diligent action. All five of the above conditions must be met for the event to be considered a Force Majeure event.

Force Majeure shall include, but not be limited to, the following acts or events: (a) acts of nature, such as storms, floods, and earthquakes; (b) wars, civil disturbances, riots, insurrections, terrorism, vandalism, and sabotage; (c) general labour disturbances and strikes beyond the scope of the Supplier's business and the termination of which is not dependent on the Supplier's decision; (d) fires; (e) pandemics, plagues and epidemics.

It is expressly agreed that Force Majeure does not include lack of funds or economic difficulties, whether of the Supplier, a subcontractor or a third party, to fulfil the obligations arising from the Contract. The failure of a third party to comply with the obligations accepted by him towards the Supplier in due time or in an appropriate manner shall not be considered as force majeure affecting the Supplier.

Situations of Force Majeure must be immediately communicated to the affected party, and in any case within 48 hours at the latest, informing it of the nature, extent, estimated duration and effect of the force majeure. If this period elapses without the affected party having notified the other party of the event, the affected party shall continue to fulfil its contractual obligations.

The party concerned shall take all reasonable and practicable steps to minimise the damage or delay to the other party.

As soon as the Force Majeure ceases, the affected party shall resume its obligations, taking into account Dominion's operational requirements.

Dominion shall have the right, upon notice to the Supplier, to cancel all or part of the Order in the event that the Force Majeure extends, or is foreseeable to extend, beyond seven (7) days, and the Supplier shall not be entitled to any additional payment as a consequence of such cancellation.

## 23. Protection of Personal Data

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April, shall apply.

The Personal Data of the representatives of the Parties, as well as of all other contact persons who may be involved in the Contract, shall be processed by the Parties respectively, who shall act independently as data controllers.

The legal basis for the processing is the performance of the Contract, as well as the fulfilment of the Parties' legal obligations.

The data will be kept for as long as the contractual relationship is in force and, once it has ended, duly blocked, until the statute of limitations for any possible legal action.

Data subjects may exercise, under the terms established by current legislation, the rights of access, rectification and deletion of data, as well as request that the processing of their personal data be limited, oppose such processing, or request the portability of their data by sending a written communication to each of the Parties, through the addresses indicated in the Contract and, in the case of Dominion, by contacting its data protection officer at the following address [dpo.corporate@dominion-global.com](mailto:dpo.corporate@dominion-global.com)

In the event that they do not obtain satisfaction of their rights, they may file a complaint with the Spanish Data Protection Agency or other competent authority. The Supplier expressly undertakes to inform its employees and other contact persons of the terms of this clause, holding Dominion harmless from any damages that may arise from failure to comply with this obligation.

## 24. Other obligations

The Contractor or Supplier shall be obliged to provide Dominion with a Certificate issued by the Tax Administration stating that it is up to date with its tax obligations for the twelve months prior to the payment of each invoice, as well as, if required by Dominion, a certificate that it is up to date with its social security obligations.

## **ANNEX A.- REGULATORY COMPLIANCE AND OCCUPATIONAL RISK PREVENTION**

The provisions of this Annex shall apply to all Suppliers providing Services to Dominion, including but not limited to services for the assembly, disassembly and/or operation of leased Products.

### **Independence of the Parties**

The Supplier shall perform the Services on its own account, under its full legal and business responsibility, and the Supplier's personnel and subcontracted operators, if any, shall under no circumstances be considered as workers or employees on behalf of Dominion.

It will be the specific and exclusive obligation of the Supplier to comply with any legal obligations that may correspond to him, especially those of a labour, tax, social security, and occupational health and safety nature, both for himself and for the personnel that he may have under his charge, being his exclusive responsibility the payment of salaries, social security contributions, accidents at work, occupational mutual insurance and other social obligations imposed by legislation on the employer or businessman.

The Supplier is obliged to comply with the regulations and provisions in force regarding labour relations, social security, accidents at work, etc., and shall indemnify Dominion for any liability that may arise or be demanded of it as a result of the Supplier's failure to comply with its obligations. Dominion may verify compliance with these regulations by any means it deems most convenient.

If Dominion is held liable for any breach by the Supplier, the Supplier shall be obliged to compensate Dominion for the amount of these liabilities, including legal and extrajudicial expenses and costs that Dominion's defence may incur, and Dominion shall be free to initiate or not to initiate this defence, without the Supplier being exempt from paying the aforementioned compensation, regardless of its decision in this respect.

Dominion reserves the right to inform the Supplier of any complaints and claims arising from the performance of the personnel in its service, as well as of any deficiencies in the necessary conditions of aptitude or qualification, so that the Supplier may proceed with the application of the appropriate corrective measures.

### **Documents to be submitted**

The Supplier undertakes to provide Dominion with the following documentation:

- i. Proof or certification of being up to date with the payment of contributions of Social Security or similar organisms.
- ii. Positive certification from the Tax Agency issued in favour of DOMINION.
- iii. Certificate of Civil Liability insurance (damage to third parties).
- iv. Business qualification document, if applicable.
- v. List of the personnel who will be involved in the provision of the Services.
- vi. Copy of the contract with your Prevention Service or letter justifying the organisational modality in terms of occupational risk prevention.
- vii. Copy of the contract with your occupational accident mutual insurance company.
- viii. Certificate of medical fitness for each worker for his or her job.
- ix. eived by each worker in relation to health and safety at work.
- x. Documentary evidence of the delivery of the necessary personal protective equipment to each worker.
- xi. Document whereby the SUBCONTRACTOR assumes the Health and Safety Plan for the Works, with reference to the identification of risks and preventive measures foreseen for the parts of the works that affect it, if applicable.
- xii. Copy of the Social Security contribution slips.
- xiii. Proof of payment of the salaries of the employees involved in the subcontract.
- xiv. Registration, cancellation and variations in the Social Security of the personnel participating in the subcontract.
- xv. Social Security registration forms for workers not included in the last settlement.

Failure to comply with the aforementioned obligations to deliver the documentary justification shall be cause for termination of the Order. Likewise, in the event of non-delivery of the aforementioned documentation or delivery with irregularities in the same, Dominion shall be entitled to withhold any amount pending payment to the supplier until it has been fully rectified.

### **Prevention of occupational hazards**

The Supplier shall comply with the applicable health and safety regulations on construction sites and the internal safety rules established on site.

The Supplier acknowledges having received from Dominion the precise information on the occupational risks existing at the site where the Services are to be provided, as well as having been instructed on the protection, prevention and emergency measures that they need to observe and adopt in the development of their activity.

The Supplier shall provide a list of the personnel who will be involved in the contracted work. When new workers are added, the Supplier shall notify Dominion, accompanying this notification with the accreditations that are required for the rest

of the workers.

The Supplier undertakes to ensure that its personnel respect the access procedures in force at each site where it must carry out the performance of Services, and must first ascertain the access rules applicable at each site and provide all the required documentation.

The Supplier shall be responsible for the implementation and correct execution of the preventive measures set out in the health and safety plan in all matters relating to its personnel, the personnel of subcontracted companies or the self-employed workers contracted by it.

In this regard and if necessary, the Supplier is obliged to appoint, from among its personnel, a qualified technician who will act as the person responsible for safety on the site and who will be responsible for compliance with the regulations on the prevention of occupational risks and the health and safety plan on the part of the Supplier.

With regard to the prevention of occupational risks, the Supplier must check that the workers employed in the performance of the work covered by the contract and, where appropriate, their legal or trade union representatives, have the information and training provided for by law, including in the contracts they sign the stipulations required for this purpose.

The Supplier assumes the obligation to procure and promote the training courses required for access to the site for all operators involved in the Services. The costs arising from the organisation, delivery and accreditation of the required courses, qualifications and/or certificates shall be the responsibility of the Supplier, unless expressly agreed in the Order.

The Supplier undertakes to provide its personnel with the necessary individual and collective protective equipment, and shall be solely responsible for the observance of the health and safety at work regulations and plans. Without prejudice to the foregoing, Dominion may make any observations it deems appropriate on this matter.

When in the same work centre, the Supplier concur with other companies, it must cooperate with them in the application of the occupational risk prevention regulations in the manner established in the regulations. In any case, Dominion shall establish the means of coordination it deems appropriate in each case.

The Supplier shall immediately notify Dominion of any occupational accident or occupational illness relating to the material execution of this contract. Furthermore, the Supplier undertakes to notify Dominion of any incident or circumstance relating to occupational risk prevention measures not contemplated in the occupational risk prevention manuals in order for Dominion to establish the appropriate guidelines.

The Supplier undertakes to comply with all regulations applicable to any of the matters that are the object of or are related to the works and, in particular, the regulations concerning road signs and safety, the Supplier being solely responsible for any infringement that may be committed as a result of any non-compliance in this respect.

Failure by the Supplier to comply with the duties and obligations mentioned in this clause shall entitle Dominion to terminate the Order without any obligation other than to notify the Supplier in writing, and the Supplier shall be obliged to compensate Dominion and third parties in general for all damages that may have been caused, without prejudice to Dominion reserving the right to withhold invoices until the anomaly causing the non-compliance has been resolved.

In the event that Dominion, by virtue of an administrative or judicial decision, should be obliged to respond subsidiarily or jointly and severally, by virtue of the regulations in force on the prevention of occupational hazards, to pay compensation for damages arising from non-compliance or defective compliance with said regulations attributable to the Supplier, Dominion may charge the Supplier for the amounts of said obligation and reserves the right to retain the invoices pending payment and may proceed to carry out the corresponding offsetting of credits that will produce the extinction of the respective debts in the concurrent amounts.

### **Quality**

The Supplier shall perform the contracted Services in compliance with the specific quality conditions of the order and has adequate quality assurance and quality control systems (QA/QC systems) in place.

### **Environment**

The Supplier undertakes to comply with any legal provisions of any kind that may be applicable in environmental matters. Likewise, it undertakes to ensure that the Services are carried out with the minimum possible impact on the environment and the local community, applying and executing as many preventives and/or corrective measures as may be necessary to achieve this end.

### **Subcontracting**

The Supplier may not subcontract all or part of the work assigned without the prior written authorisation of Dominion. Dominion, in accordance with the requirements of the law and in compliance with the Client's requirements, shall

be free to authorise or not to authorise subcontracting.

In the event that subcontracting is authorised, the Supplier must verify, prior to the commencement of the relationship, that its subcontractors are up to date in the payment of their workers' social security contributions, and for this purpose shall request in writing, with identification of the company concerned, negative certification for overdrafts in the general treasury of social security, which must be delivered to Dominion.

The Supplier also undertakes to check that its subcontractors are up to date with all their tax obligations and to deliver the corresponding certificate issued by the tax authorities certifying that its Suppliers are up to date with their tax obligations on the date of signing the contract with them.

The existence of social security debts or tax debts, both prior to subcontracting and those that may subsequently arise, as well as unfulfilled obligations of a salary nature, constitute express conditions of termination of this contract.

### **Insurance**

The Supplier must have formalised a suitable insurance policy or policies to cover civil liability for personal and material damage caused to third parties, to Dominion's end client or to Dominion itself, which covers Operating, Employer's and Crossed cover, and the indemnity limits may not be lower than the amounts established in the Order and, in the absence of express regulation, to six hundred thousand (600. 000) euros per claim in all coverages and a sub-limit per victim of three hundred thousand (300,000) euros per claim.

Likewise, the Supplier shall have in force and up to date with payment a policy that covers the risks of disability and death caused as a result of the execution of Services when so stipulated in the agreement applicable to workers.

The Supplier will accredit, by means of the delivery of a photocopy checked against the original or a certificate issued by the insurance company, that he has taken out the said insurance policy; he will also be obliged to accredit that he is up to date with the payment of the aforementioned insurance, by means of the delivery of a photocopy checked against the original of the corresponding receipt.

If the Supplier fails to comply with any of the obligations established in the preceding paragraphs of this clause, Dominion may take out the aforementioned policies on behalf of and in the name of the Supplier, and the Supplier shall be responsible for any expenses incurred in this respect.

### **Data Protection**

The Supplier undertakes to sign the commitment to comply with data protection legislation that the Dominion Group will make available to it.