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CERTIFICATE

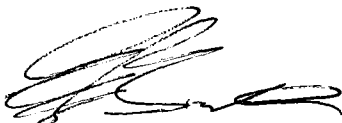
17th September 2014

To whom it may concern,

I, Eugene Antoine Aubrey Browne of Durham, England, state that I am a member of the Chartered Institute of Linguists (CIOL, since 17th February 2007, membership number 23039), an Associate of the Institute of Translating and Interpreting (ITI, since 2007, membership number 00009606) and have a BA (Hons) degree in Modern Languages combining French, German and Spanish awarded on 22nd June 1999.

I have carried out proof-reading of four Spanish to English translations ("General Terms and Conditions", "Conditions for Assessment and Approval of Supplier and Product", "Appendix 1 Basic Criteria for Initial and Periodical Assessment of Supplier", "Appendix 2 Inspection Levels and Quality Agreement") which were given to me by Schnellübersetzer GmbH of Cologne, Germany. I have carried out proof-reading to the best of my ability and to the code of my professional bodies. The four translations are accurate translations of the original documents and I have provided my own stamp.

Signed



These translations are offered to the client and the client hereby accepts that he / she has no claim to indemnity for any loss or injury arising from the same translations whatever the capacity and undertakes not to bring any legal action against the translator in any jurisdiction anywhere in the world with regard to the same translations.

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1. SCOPE OF APPLICATION

These General Terms & Conditions are intended to regulate all business relationships between GAS NATURAL SDG, S.A. and its subsidiaries (hereinafter any of these being referred to as "GAS NATURAL FENOSA"), and their suppliers (hereinafter the SUPPLIER), when contracting works and services and in purchasing materials and/or items of equipment and, when in order, assembling, mounting or erecting them.

These General Terms & Conditions will apply in all the countries where GAS NATURAL FENOSA operates, together with the appendix referring to the Specific Terms and Conditions inherent to each country (Country Appendix) (hereinafter any reference to General Terms & Conditions is to be understood as meaning these General Terms & Conditions and the Country Appendix concerned in each case).

The General Terms & Conditions, together with the Specific Terms & Conditions that, when in order, are established (which could include a Set of Technical Specifications, a Set of Particular Conditions, as well as on occasions, the SUPPLIER's bid approved by GAS NATURAL FENOSA) will constitute the contractual documentation that is applicable to the Contract/Order.

Should there be any discrepancy among the documents that constitute the contractual documentation, the order of prevalence will be as follows:

1. Specific Terms & Conditions, the order of prevalence within these documents being as follows, unless specified to the contrary:
 - a) Set of Technical Specifications and Set of Particular Conditions, with their respective appendices
 - b) The SUPPLIER's bid approved by GAS NATURAL FENOSA
2. General Terms & Conditions. In the event of discrepancy, the provisions contained in the Country Appendix shall take precedence over the General Terms & Conditions.

2. TERMINOLOGY

The following terms, amongst others, are used in the contractual documentation; with the meanings as indicated below:

Provisional Acceptance Certificate: The document signed by GAS NATURAL FENOSA and the SUPPLIER, when the works and/or services performed are handed over after verification of compliance with the purpose of the Contract/Order; it might contain comments, if necessary, referring to the need for the Supplier to make rectifications.

Final Acceptance Certificate: The document indicating the completion of the works.

Country Appendix: The document that is included as part of these General Terms & Conditions and that contains the particularities inherent to each country, applicable to the Contract/Order.

Specific Terms & Conditions: Detailed information about the characteristics and qualities of the works and/or services and the conditions in which they are to be carried out, or those of the materials or materials with assembly or mounting required, which are the purpose of this contract. They may include all or some of the following documents: Set of Technical Specifications, Set of Particular Conditions, and/or the SUPPLIER's bid, reviewed and approved by GAS NATURAL FENOSA.

Contractor: The company belonging to GRUPO GAS NATURAL FENOSA that contracts the purchase of materials or equipment and/or the execution of works or the provision of a service.

Contract: The document that contains the agreement between the SUPPLIER and GAS NATURAL FENOSA with regard to the purchasing of materials and/or items of equipment and/or to the carrying out of works or the provision of a service. When the document contains the handwritten signatures of the contractors or their advanced digital signature valid according to the legislation in each country, it is called a Contract. All Contracts entail one or more orders.

Contractual Documentation: The set of documents that are incorporated into the Contract/Order, comprising the General Terms & Conditions and the Specific Terms & Conditions, which establish the technical, commercial, legal or financial parameters, amongst others, that will govern the contracting.

Guarantee: The set of declarations that the SUPPLIER will hand over to GAS NATURAL FENOSA, concerning the characteristics, qualities and conditions under which the works will be performed, the services will be provided or the materials will be purchased, when they are the subject of the contracting.

Bid: A binding document submitted by the SUPPLIER in response to an invitation to bid issued by GAS NATURAL FENOSA, which contains the SUPPLIER's proposal to carry out the works, to provide the services or to provide the materials or equipment requested by GAS NATURAL FENOSA. If the bid is accepted by GAS NATURAL FENOSA by the placing of an order, both parties will be bound by its content.

Parties: This term is to be understood as referring jointly to both GAS NATURAL FENOSA and to the SUPPLIER.

Order: A document issued by GAS NATURAL FENOSA for the purchase of materials or equipment and/or for works to be carried out or a service to be provided. The Parties will be bound by the orders as long as i) they have been issued by GAS NATURAL FENOSA in acceptance of a bid from the SUPPLIER; or ii) they have been accepted by the SUPPLIER, expressly or tacitly, after they have been issued by GAS NATURAL FENOSA; or iii) they have been issued under a Contract.

Guarantee Period: The period during which the SUPPLIER will guarantee that the product or the works will function correctly, or that the product or works concerned will be free of defects and in a perfect state of utilization.

Invitation to Bid: A document in which GAS NATURAL FENOSA asks for bids to carry out works, provide services or supply materials. By merely submitting a bid, the SUPPLIER accepts the Specific Terms & Conditions included in the invitation to bid (Set of Technical Specifications and/or Set of Particular Conditions) and the General Terms & Conditions applicable.

Set of Technical Specifications: Detailed technical information about the characteristics, qualities and conditions for carrying out the works, provision of services or purchasing the materials that are the subject of the contracting.

Set of Particular Conditions: Detailed information about the specific terms and conditions of an economic, legal or commercial nature, under which the works must be carried out, provision of services or purchasing the materials that are the subject of the contracting.

GAS NATURAL FENOSA Supplier Portal: The electronic communications channel with the SUPPLIER, through which the SUPPLIER will be able to operate with GAS NATURAL FENOSA.

Supplier: The individual or legal entity or group thereof, with which GAS NATURAL FENOSA contracts the purchase of materials or equipment and/or the performance of works or the provision of a service.

Subcontracting: The contracting of third parties, individuals, legal entities or groups thereof, by the SUPPLIER, so that the former participate partially in the fulfilment or performance of the Contract/Order signed with GAS NATURAL FENOSA, without this either having any detriment whatsoever on the legal relationship between the Parties that enter into the Contract/Order relationship, or bringing about a legal relationship with GAS NATURAL FENOSA or any direct obligation of the latter with respect to such third parties.

3. WORK ORGANISATION

3.1 Personnel answerability

The SUPPLIER shall keep all his workers under his management and control and shall name a person in charge (the Manager) to represent him; this person will be responsible for the personnel who do the work. GAS NATURAL FENOSA may ask for the Manager to be replaced if the former believes that the latter is not carrying out his functions properly, in which case GAS NATURAL FENOSA will require the SUPPLIER to replace him within one week.

The SUPPLIER's personnel will be exclusively answerable to the Manager in every respect. One of the functions of the SUPPLIER's Manager will be to give direct orders to the personnel in the latter's employment, and he will be responsible for the good quality of the work or services and for complying with and enforcing compliance with all the occupational risk prevention standards affecting the personnel answerable to him.

3.2 Working day and timetable

The working day and its timetable distribution shall be adapted to the needs arising from performing the object of the Contract/Order, its specific regulation being the responsibility of the SUPPLIER.

If there should happen to be several suppliers and contractors in the place where the Contract/Order is being carried out, they shall all come to an agreement with a view to coordinating and establishing their work timetables. With a view to achieving this, GAS NATURAL FENOSA will appoint a coordinator to facilitate and maintain these agreements and who will act as arbiter if there are any discrepancies.

The same will apply if in the place where the Contract/Order is being carried out or nearby, other companies happen to be carrying out activities inherent to their corporate object with which GAS NATURAL FENOSA has a business relationship not arising from the renting of works or services, or the contractors or subcontractors of these companies.

3.3 Representation

GAS NATURAL FENOSA will appoint a representative who will be in contact with the SUPPLIER's manager, with a view to dealing with any problems that arise while the contract is in force.

4. SYSTEM FOR SUPPLIER ASSESSMENT AND PRODUCT APPROVAL

Every SUPPLIER must be qualified as "suitable" in the GAS NATURAL FENOSA assessment process before he begins to supply the services, goods and/or materials that are the subject of the Contract/Order, and must hold that qualification throughout its validity. Furthermore, for certain types of contracting every SUPPLIER shall obtain before contracting, the approvals that are required from him (product, process, manufacture, etc.) where relevant, and shall keep them throughout the validity of the Contract/Order, in which case the specific requirements will be made known to the SUPPLIER by means of the Specific Terms & Conditions in the Contract/Order. The SUPPLIER is required to formally inform GAS NATURAL FENOSA about any variation that affects the assessment or approval requirements, even if they have arisen during the period that the Contract/Order is in force.

The assessment and approval processes referred to are described in greater detail in the "Terms & Conditions for the assessment and approval of Supplier and product", the current version of which has been validated before a notary and is available at the following website:

www.proveedores.gasnaturalfenosa.com

The SUPPLIER is required to respect the rights and comply with the obligations arising from the "Terms & Conditions for the assessment and approval of Supplier and product".

5. DELIVERY AND PROVISIONAL RECEPTION OF WORKS, MATERIALS AND/OR EQUIPMENT, TRANSFER OF OWNERSHIP AND RISKS

The work, materials and/or equipment that are the subject of the Contract/Order shall be delivered on the date and place and under the terms and conditions agreed therein. The SUPPLIER accepts the obligation to comply with the final delivery date and the partial delivery dates established in the Contract/Order. The SUPPLIER shall make every effort and shall put all the available resources to make up for any delay in the delivery, even when such delay is justified.

The Parties may freely agree to bring forward the delivery date, if both of them expressly agree to do so.

5.1 Delivery and provisional reception of materials and/or equipment

To all effects, the SUPPLIER expressly accepts complete responsibility for all products, materials or equipment, for their transport to the delivery points and their unloading, whether this is carried out using his own resources or done by third parties.

The SUPPLIER will send a notification to the address that appears in the Contract/Order, 24 hours in advance, indicating the quantities and the material to be delivered and confirming the exact destination, as well as specifying the delivery date and time. Non-fulfilment of this requirement will entitle GAS NATURAL FENOSA to not accept the goods, in which case the SUPPLIER will be responsible for paying any expenses that are incurred in transporting the goods. The SUPPLIER will be notified in writing sufficiently well in advance about any modification to the date or the delivery point.

Packaging shall comply with the Specific Terms & Conditions or, in their absence, with the requirements needed by the articles concerned, in such a way that they do not deteriorate when they are being transported and handled and so that they can be identified (order number, number of packages, quantities, weight, type of article and manufacturing batches, and the expiry date, where relevant).

Goods must be delivered accompanied with delivery notes that shall be presented in duplicate; these notes shall contain the order number, number of packages or packets, the articles delivered, the amounts of each article or piece, the expiry date, where relevant, as well as the technical documentation that is essential for their reception.

A record of any relevant observation shall be written on the delivery note, mainly:

- If the material or equipment is awaiting inspections or tests that cannot be conducted at the time of their physical reception.
- If there are any deficiencies identified at first glance that have to be rectified by the SUPPLIER.

To all effects, materials will not be regarded as delivered until they are made available to GAS NATURAL FENOSA with the deficiencies rectified.

GAS NATURAL FENOSA may postpone the delivery of the materials and/or equipment, without prejudice that the agreed delivery date is considered fulfilled by the SUPPLIER. The prices agreed to in the Contract/Order include the storage and insurance expenses for the month after the originally agreed delivery date, for which the SUPPLIER is responsible. If the delivery date has to be delayed for a longer period of time, the Parties will reach a mutual agreement over any compensation to be applied.

Provisional Acceptance of the materials and/or equipment will be effective once the delivery note has been signed, unless any defects are observed or inspections/tests are outstanding, in

which case it will be considered that acceptance has taken place when the defects have been rectified and/or the inspections/tests have been conducted to the satisfaction of GAS NATURAL FENOSA, all of this without prejudice of the established Guarantee. Materials that have to be assembled, erected or mounted are exceptions to the aforementioned stipulation. In such cases, ownership will be transferred after the materials have been installed and once the required commissioning tests& trials have been passed and a record has been made of this fact.

Notwithstanding all the aforementioned, the SUPPLIER authorises GAS NATURAL FENOSA to take possession of the materials and/or equipment, either all or part thereof, as from the moment they enter the facilities or works belonging to GAS NATURAL FENOSA, and to use them for whatever purpose they might be needed.

5.2 Delivery and provisional reception of works and/or services

The SUPPLIER shall inform sufficiently well in advance about the date on which he plans to complete the works or service, as well as the completion date for the intermediate milestones established, so that the day and time on which provisional reception will take place can be determined.

Provisional reception will take place once the required tests/trials have been satisfactorily conducted and it has been checked that the works or service are in a good state. If this is the case, GAS NATURAL FENOSA will issue the Provisional Reception Certificate, which must be signed by both Parties.

If the results did not happen to be satisfactory, GAS NATURAL FENOSA would issue a certificate making reference to the defects found and stating the deadline granted for them to be rectified by the SUPPLIER. Once that deadline had elapsed, if the tests / trials prove to be satisfactory the Provisional Reception Certificate will be issued; should they not be satisfactory however, GAS NATURAL FENOSA will either grant a new deadline for rectification or eventually decide to terminate the Contract/Order.

Whatever the case may be, the penalties due will be imposed for the delay in delivery since the agreed delivery date, without it being possible for the extraordinary deadlines for rectifying defects to be regarded as extensions to or deferments of the agreed delivery deadline.

Ownership, together with the risks inherent to ownership and possession, including the risks of loss and damage, will be understood as transferred to GAS NATURAL FENOSA as soon as the Provisional Reception Certificate is signed, without this affecting the Guarantee established in the following clause.

6. GUARANTEE FOR THE WORKS, SERVICE AND OR SUPPLY AND FINAL RECEPTION

The SUPPLIER guarantees to GAS NATURAL FENOSA (hereinafter "the Guarantee"), , whichever applies:

- i. that the materials and equipment, together with their components, materials or systems, are free of defects, faults (hidden or apparent) or flaws affecting the design, engineering, manufacture, paintwork, supply, installation, operation, capacity and performance;
- ii. that the material or equipment complies with the specifications, drawings and descriptions stipulated in the contractual documentation, except with regard to the points declared as exceptions that have been expressly approved by GAS NATURAL FENOSA;
- iii. that the title of full ownership over the material or equipment and all the components and materials that form part thereof is transferred, as long as they are new and completely free of all charges, burdens and third party rights;
- iv. that the documentation required in the Specific Terms & Conditions is reliable, complete and accurately and exactly reflects the material or equipment supplied;
- v. that the works and services have been carried out competently, carefully and diligently in compliance with the applicable drawings and specifications, and in conformity with the uses and good codes of practice in the sector, that they are in a good state of repair and that they will serve for the purpose and use for which they were designed.

Unless other arrangements have been made in the Specific Terms & Conditions, the Guarantee will be in force for a period ("the Guarantee Period") of twenty-four (24) months as from the moment of signing the Provisional Reception Certificate or the delivery note.

If any imperfection, defect, fault (hidden or apparent) or flaw appears during the Guarantee Period, the SUPPLIER undertakes to repair, replace or in any other way correct or compensate for any such imperfections, defects, faults or flaws at his own cost and as soon as possible, even if such repairs or replacements have to be extended or carried out beyond the expiry date of the Guarantee Period. However, it will not be incumbent upon the SUPPLIER to repair, replace or correct such faults or imperfections if the latter can accredit that they were due to force majeure or improper use by GAS NATURAL FENOSA, unless such use is a result of following the instructions or applying the manuals supplied by the SUPPLIER.

If they are defects that affect a series, the SUPPLIER shall replace all materials or equipment supplied, without waiting for the defect to appear in each one of them.

If the SUPPLIER does not start or does not finish the work required to deal with the imperfection, defect, fault or flaw concerned, within the stipulated period or, if there is no deadline established, within a reasonable period of time, GAS NATURAL FENOSA could carry out the work at the SUPPLIER's own risk, and the SUPPLIER will have to reimburse GAS NATURAL FENOSA for all expenses that the latter has paid out when performing the work or causing it to be performed. Whatever the case may be, the extension to the Guarantee Period referred to in the next paragraph will apply.

The Guarantee Period will automatically be extended for a further period that will be as long as the period between notification of the existence of the quality imperfection, defect, fault or flaw, and the moment that this has been rectified to the entire satisfaction of GAS NATURAL FENOSA. Furthermore, the works, components, materials, equipment or systems that have to be reconstructed, repaired or replaced shall be guaranteed for a further period of twenty-four (24) months as from the date they are correctly repaired or replaced, whichever is in order.

Furthermore, should it be intended that the works, service or supply that is the subject of the Contract/Order is to become part of a larger facility, the Guarantee Period will automatically be extended until six (6) months have elapsed as from the date on which the main facility has been put into operation.

As soon as the Guarantee Period and the respective extensions, where relevant, have elapsed, and all the imperfections, defects, faults or flaws found during that period have been rectified to the complete satisfaction of GAS NATURAL FENOSA, the Parties will sign the Provisional Reception Certificate, without this affecting the SUPPLIER's continuing responsibility by warranty, for hidden defects or for any other responsibility that is incumbent upon him according to the applicable legislation.

7. SUBCONTRACTING

The SUPPLIER shall not subcontract any of the works, services and supplies without receiving express, prior written authorisation to do so from GAS NATURAL FENOSA, under the Specific Terms and Conditions that are established.

The SUPPLIER shall request all his subcontractors to keep up to date and make available to GAS NATURAL FENOSA, all the documentation that might be required from the SUPPLIER as established in the Specific Terms & Conditions.

In particular, the SUPPLIER shall apply to the employment authorities for the certificates showing that the subcontractor has fully paid all his social security charges for the workers, as well as his taxation obligations. The SUPPLIER shall keep all these documents in safekeeping.

Subcontracting, if there is any, will in no way be regarded as establishing a contractual relationship of any kind with GAS NATURAL FENOSA, and neither will it exempt the SUPPLIER from any of his responsibilities or obligations. Furthermore, the SUPPLIER will be held responsible by GAS NATURAL FENOSA for any acts, faults or negligence committed by any of his subcontractors, their agents and workers.

The SUPPLIER will require his subcontractors to comply with the General and Specific Terms & Conditions that apply to him, especially the obligations that are envisaged in Clauses 10 and 12 of these Overall General Terms & Conditions.

8. PENALTIES

Any unjustified delay or non-fulfilment affecting the work contracted or the quality parameters or targets required, as well as any non-fulfilment of the SUPPLIER's obligations in matters concerning Occupational Risk Prevention, will give GAS NATURAL FENOSA the right to apply

the penalties that have been established in the contractual documentation, which will not be regarded as compensatory.

If no other penalties have been specifically established, the penalty for a delay in performing the work or delivering the materials/equipment on the scheduled completion date, will be 0.5% of the value of the Contract/Order for every working day of delay; while the penalty for non-compliance with other contractual obligations will be 5% of the economic value for each one of the certifications affected, and this would be added to the aforementioned penalty. As a whole, the penalties cannot exceed 15% of the total value of the Contract/Order. If the calculation of the applicable penalties were to exceed that limit, GAS NATURAL FENOSA would be entitled not only to apply the 15% penalty, but also to decide whether to terminate the Contract/Order owing to non-compliance, or to carry on requiring its fulfilment. In either of the above-mentioned cases, GAS NATURAL FENOSA reserves the right to request compensation for the damage caused.

9. ECONOMIC MODEL

9.1 Prices

The prices applicable to the Contract/Order will be those established in the contractual documentation. The prices are invariably understood to be fixed throughout the duration of the Contract/Order, unless a price review system is established in the Specific Terms & Conditions.

In the event of a price revision, the prices resulting from the revision process will not apply to the services, works or purchase of materials that have taken place before GAS NATURAL FENOSA has given in writing its express approval to such price revision.

9.2 Payment terms

Unless specified to the contrary in the Specific Terms & Conditions or in the Order itself, the deadlines and methods of payment that are established in the Country Appendix concerned will apply.

9.3 Expenses and taxes

Unless for legal imperative in the applicable regulations, all the expenses, taxes, burdens, rates and fees of any kind that might arise as a result of fulfilling the terms and conditions of the Contract/Order shall be paid by the SUPPLIER.

9.4 Transfer of rights and credits

The SUPPLIER shall not transfer or otherwise hand over to any third parties, the rights and credits of an economic, commercial or financial nature that arise from the Contract/Order, and neither may he carry out any operation that implies a waiving of the aforementioned rights and credits by any means, total or partial, like title, burden, commitment and/or transaction, unless he has received prior written authorisation to do so from GAS NATURAL FENOSA.

GAS NATURAL FENOSA may, after having notified the SUPPLIER, transfer its rights and obligations arising from the Contract/Order to any company belonging to its group of companies.

10. OCCUPATIONAL HEALTH & SAFETY

In addition to the occupational health & safety provisions that are established in this section, those established in the Country Appendix concerned will also apply.

10.1 General occupational health & safety conditions

The SUPPLIER will be responsible for his personnel and his subcontractors (including self-employed workers), as applicable, to comply with the following provisions:

- Legal provisions in force in matters concerning occupational risk prevention at the workplace where the GAS NATURAL FENOSA's contracting company has its premises, while the contracted work is being carried out.
- The health & safety policy issued by GAS NATURAL FENOSA via its website, as well as the Specific Terms & Conditions that apply to the specific activity (performing works, providing services, purchasing, assembling & erecting and supplying materials that could cause the SUPPLIER'S personnel and/or machinery accessing the facilities belonging to GAS NATURAL FENOSA).
- When preparing the risk assessment, specific safety procedures for the work to be carried out and planning of the preventive measures associated with these, the SUPPLIER shall take into account the information concerning risks, preventive measures and emergency measures that he receives from GAS NATURAL FENOSA; he shall likewise take into account any other documentation associated with the work to be done.

Before the work begins, the SUPPLIER shall inform his workers about:

- The specific risks involved in his activities, evaluated beforehand, and the preventive and protective measures.
- The risks, preventive, protective and emergency measures concerning the facilities where he is going to carry out the activities.
- The risks arising from business activities concurring at the same work centre, if in order.
- The contents of his Risk Assessment or Health & Safety Plan, which include the applicable safety information and instructions, as delivered by GAS NATURAL FENOSA.

GAS NATURAL FENOSA will inform the SUPPLIER about the risks inherent to the work centre that could affect the activities carried out by his workers, the measures concerning the prevention of such risks and the emergency measures that have to be applied.

Depending on the degree of danger involved in the activities to be performed at the facility, the number of workers from the companies who will be present and the duration of concurrent activities, the means for co-ordination of the activities shall be as established in the applicable regulations.

GAS NATURAL FENOSA will appoint a spokesperson to deal with whatever occupational safety and risk prevention problems might arise when carrying out any works or providing any service.

10. 2 Accidents and incidents

10.2.1 Accidents

Whenever any worker suffers an accident, either the SUPPLIER'S or any of his subcontractor's, will immediately notify the occurrence to GAS NATURAL FENOSA's counterparts. The SUPPLIER shall conduct an investigation into all his accidents and send the investigation report to GAS NATURAL FENOSA.

The SUPPLIER shall send statistical data pursuant to accidents at his company and its subcontractors, whenever such information is required by GAS NATURAL FENOSA.

10.2.2 Incidents

Any occurrence that has caused any type of significant material damage or that could potentially have caused material damage or injury to people is considered to be an incident, and its notification is advisable for the purpose of investigation and to prevent it happening again and for reviewing the control measures envisaged.

When an incident occurs, the Prevention Officer or the Manager of the SUPPLIER's work shall immediately inform GAS NATURAL FENOSA and send the report to GAS NATURAL FENOSA.

10.3 Other conditions

- The SUPPLIER shall ensure that the workers who are going to carry out the work that is the subject of the Contract/Order wear proper uniforms, and that they shall keep fixed to their clothing their corresponding personal identification and that of the company to which they belong.
- The SUPPLIER will bear the extra cost resulting from the work being stopped in the event of an accident, incident or failure to fulfil any health and safety aspect, that has been generated by his workers, subcontractors (including self-employed persons), as GAS NATURAL FENOSA might consider it necessary.
- GAS NATURAL FENOSA shall never be held responsible for non-fulfilment of the performance deadlines caused by deviations in complying with the health & safety regulations; such responsibility shall be accepted by the infringing company.

All the documentation required by GAS NATURAL FENOSA concerning the coordination of business activities, shall be sent by the SUPPLIER through the channels and tools established by GAS NATURAL FENOSA.

10.4 Non-compliance

When either the SUPPLIER or one of his subcontractor's is affected by a non-compliance with the provisions in matters concerning occupational risk prevention or the works health & safety plan, GAS NATURAL FENOSA reserves the right to take one or more of the following safety measures, depending on the extent of the non-compliance:

- Reprimand verbally or in writing.
- Partially or completely stop the work until the infringed provision has been rectified.
- Apply the corresponding economic penalties concerned.
- Terminate the Contract/Order, in the event of recurrence or serious non-compliance.

11. ENVIRONMENT

The SUPPLIER is required to strictly comply with the environmental specifications issued by GAS NATURAL FENOSA in the *Specific Terms & Conditions*, as well as with all the environmental legislation and regulations in force on a local, regional, state or international level that apply to his area of activity.

The SUPPLIER undertakes to carry out his activities paying special attention to protecting the environment and to efficiently using the natural resources required, as well as to implement good environmental management.

The SUPPLIER shall inform GAS NATURAL FENOSA as soon as possible about any accidents or incidents that occur while the contract is in force; GAS NATURAL FENOSA may require an exhaustive report about what has taken place.

The SUPPLIER shall pay any fines or penalties imposed for environmental accidents or incidents caused by the personnel he is responsible for, exempting GAS NATURAL FENOSA from any responsibility whatsoever.

GAS NATURAL FENOSA may charge to the SUPPLIER, all the expenses, costs, fines, penalties, claims or compensation resulting from a failure to comply with the environmental requirements.

12. INSURANCE

Without this affecting the responsibilities that might arise from the provisions contained in these General Terms & Conditions, and without this section such liability, the SUPPLIER shall, at his own expense, take out and keep permanently updated throughout the period of validity of the Contract/Order, the insurance policies that are described in the following paragraph. The policies concerned shall be taken out with insurers of renowned prestige, legally

authorised to issue policies in the country where the insurance company is based and under cover terms and conditions that are to the satisfaction of GAS NATURAL FENOSA. It is to be understood that the amounts involved shall never be less than minimum amounts required by the legislation and regulations in force in the country where GAS NATURAL FENOSA CONTRACTOR has its registered offices, and that the taking out of those insurance policies will in no way change any of the compensation obligations established in the Contract/Order.

- a) A general civil liability policy to cover complaints lodged about material damage and/or injury to persons, including aggravating circumstances, and the consequences to third parties as a result of or associated with the tasks that are the subject of the Contract/Order.

The policy shall include, amongst others, the civil liability guarantees for operation; cross liability; subsidiary car insurance; subsidiary liability for subcontracts; professional; employer's liability insurance (subject to a minimum sublimit per victim established in the Specific Terms & Conditions); defence and deposits. The compensation limit shall be at least the limit established in these Specific Terms & Conditions.

- b) Worker's Compensation Insurance or Social Security for all the SUPPLIER's own personnel or those of his subcontractors as legally required while the Contract/Order is valid.
- c) Civil Liability Insurance for Vehicles and Machinery, in compliance with the limits, terms and conditions required by the legislation in force while the Contract/Order is valid.
- d) Any other mandatory contracting policy in accordance with the legislation in force while the Contract/Order is valid.

Apart from the aforementioned insurance policies, GAS NATURAL FENOSA may require the SUPPLIER to take out whatever supplementary policies the former might think necessary to completely cover its interests and liabilities for the Contract/Order. Furthermore, the SUPPLIER may also take out whatever supplementary policies he might think necessary to completely cover his interests.

The SUPPLIER shall request his subcontractors to take out and keep updated the insurance policies indicated above throughout the period that they are performing works or providing services and/or supplying products / materials / equipment to the SUPPLIER, asking them to present the respective insurance certificates proving that the required insurance policies are valid and effective.

All the insurance policies shall include GAS NATURAL FENOSA as an additional insured party exclusively for the tasks that are the subject of the Contract/Order, without the latter losing its status as Third Party in the policy. Furthermore, they shall include waiving rights of recovery against GAS NATURAL FENOSA and the personnel at the latter's service and/or the latter's

insurers, about which the SUPPLIER and his subcontractors are required to inform their insurers.

Before starting the work, the SUPPLIER shall hand over to GAS NATURAL FENOSA a certificate for the insurance policies required and a reliable record, issued by the insurer, of the payment of the respective premiums. The control will remain in force throughout the duration of the Contract/Order. Failure to submit the certificates will entitle GAS NATURAL FENOSA to terminate the Contract/Order due to non-compliance attributable to the SUPPLIER.

The SUPPLIER shall not ask his insurer to cancel, modify or amend the policies taken out, without prior written consent to do so from GAS NATURAL FENOSA, a record of which will have to be included in the policies concerned.

GAS NATURAL FENOSA may ask for the insurer to be changed if the latter does not inspire confidence because his economic and/or financial situation indicates a state of insolvency and/or any other circumstance that casts aspersions on the validity of the cover granted.

With a view to ensuring that the Contract/Order is successfully carried out, any difference that might arise in the payment of compensation, owing to excess and/or deficiency, affecting any of the insurance policies that are taken out shall be paid for by the SUPPLIER.

While the Contract/Order is being executed, the SUPPLIER is required to inform GAS NATURAL FENOSA about any incident that might affect the validity, terms and conditions of the insurance policies, as well as any modification that could amount to a non-compliance with what is established in this clause, undertaking to collaborate with the employees, agents or representatives of GAS NATURAL FENOSA or persons authorised by the latter.

Compliance with what is specified in this clause in no way limits or modifies the SUPPLIER's liabilities where his contractual and legal obligations are concerned.

13. SUPPLIER'S RESPONSIBILITY

The SUPPLIER is exclusively responsible to GAS NATURAL FENOSA for fulfilment of his legal and contractual obligations, as well as for complying with the legal, contractual, taxation and occupational obligations to his employees, contractors and agents.

The SUPPLIER is responsible for having all the copyrights and patents, transfers, permits, licences and authorisations needed to carry out the provisions that are the subject of the Contract/Order.

The SUPPLIER will be answerable to GAS NATURAL FENOSA for any claims / complaints of any kind that might be made against GAS NATURAL FENOSA and any fines / penalties that are imposed on the latter as a result of the SUPPLIER's activities while executing the Contract/Order, including any joint and several liability due to the SUPPLIER'S obligations where salaries, social security and/or taxes are concerned, or for his obligations regarding occupational health and risk prevention, as well as any claims for infringement of copyright or patent rights.

Furthermore, the SUPPLIER will have to reimburse GAS NATURAL FENOSA for all the expenses that the latter has to pay out (including lawyers' and barristers' fees, provision of funds for both, certificates, authorisations, taxes, compensations, legal deposits to appeal, etc.) for its legal defence against administrative procedures, extrajudicial or prejudicial claims and legal actions of any type filed against GAS NATURAL FENOSA, including actions that are filed against the latter by the SUPPLIER's workers or his subcontractors, and the employees, subcontractors and self-employed persons of either, claims from third parties, and any other that might arise from the execution of the Contract/Order by the SUPPLIER.

The parties agree that the preceding requirement to pay the representation and defence fees that the SUPPLIER takes on do not in any way have a bearing upon the choice of professionals by GAS NATURAL FENOSA and neither are they to be interpreted as meaning that the SUPPLIER is subject to the defence mechanisms and resources that GAS NATURAL FENOSA understands as being inherent to its own interests.

The SUPPLIER expressly empowers GAS NATURAL FENOSA to make up for or to retain from its certificates or amounts due to be paid for any item or service, the amounts that the SUPPLIER has to reimburse to GAS NATURAL FENOSA as a result of this clause. Furthermore, the Parties agree that GAS NATURAL FENOSA may use other companies belonging to its company group, to make good any debts owed by or owed to the SUPPLIER for any item, service or for any other reason.

14. ECONOMIC GUARANTEE

GAS NATURAL FENOSA may require the SUPPLIER to deposit an economic guarantee to vouch for:

- i. Compliance with all his contractual obligations while the Contract/Order is in force, including the penalties and compensations that might be required of him;
- ii. The fines and penalties of any type or description that GAS NATURAL FENOSA might impose upon the SUPPLIER for his actions, which include without limitation, any joint and several liability due to the SUPPLIER's obligations regarding salaries, social security and/or taxation, of those incumbent upon him in matters concerning occupational health and risk prevention.
- iii. Any claims made by third parties against GAS NATURAL FENOSA prompted by the SUPPLIER's actions, including any claims made by his employees, agents, advisors and contractors or subcontractors.
- iv. Any legal defence costs incurred by GAS NATURAL FENOSA, for such claims as those referred to in the preceding paragraph.

The Economic Guarantee shall be deposited under the terms and conditions established in the Specific Terms & Conditions. Unless expressly agreed to the contrary, the Economic Guarantee shall be constituted by holding back 10% of the billing amounts issued by the SUPPLIER for

executing the Contract/Order. Such amounts will be held back by GAS NATURAL FENOSA until the final completion of the Contract.

The Economic Guarantee will neither limit nor condition in any way whatsoever the responsibilities required of the SUPPLIER in compliance with the applicable legislation, which will be enforced against the Supplier's own estate or assets, if the Economic Guarantee proves to be insufficient.

15. TERMINATING THE CONTRACT

15.1 Terminating at the request of Gas Natural Fenosa

GAS NATURAL FENOSA may declare the Contract/Order to be immediately terminated prematurely in the event of the SUPPLIER seriously breaching his contractual obligations, or for other reasons attributable to the SUPPLIER. To be precise, the following shall be reasons for terminating the contract:

- a) Finding out that the documents and data that have to be furnished by virtue of these General Terms & Conditions and the applicable Specifications, are inaccurate, have not been provided or that certain facts have been hidden.
- b) Suspension or stoppage of the work or the supplies, except when this is due to accredited force majeure.
- c) Non-compliance with the obligations arising from the assessment and approval procedure for suppliers, the specifications, the quality levels or the delivery deadlines; this includes the serious non-compliances with the approval requirements or those that were not rectified within the established period.
- d) Non-compliance with the regulations in matters concerning occupational risk prevention.
- e) Ignoring or contravening the orders issued by GAS NATURAL FENOSA in relation to the carrying out of work, or not using due diligence in the development and monitoring of work.
- f) Improper use of the procedures, technical or commercial technology owned by GAS NATURAL FENOSA.
- g) If the SUPPLIER ceases to perform the activity.
- h) Transferring or subrogating the contractual obligations and rights, without having received express, prior and written consent to do so from GAS NATURAL FENOSA.
- i) Being involved in any legal transaction, regardless of the way it is 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 SUPPLIER's shareholding or stockholding or any change in the SUPPLIER's effective

control, direct or indirect, or that of the companies on which the SUPPLIER depends or those that the SUPPLIER controls.

- j) Any other non-compliance by the SUPPLIER that could prevent the Contract from being successfully fulfilled or the Order successfully delivered.
- k) Any non-compliance with or violation of the ethical code of GAS NATURAL FENOSA.

GAS NATURAL FENOSA may grant a period for the non-compliance to be rectified, before going ahead with the termination of the contract, after which the Contract/Order may be terminated if the non-compliance has not been rectified, by means of a communication in writing indicating what has happened and the reasons for the termination, together with the date on which the contractual relationship will effectively come to an end. The SUPPLIER shall give an order to stop the works or the services as from the date that the contract is terminated.

If the contract is terminated for reasons attributable to the SUPPLIER, this will entitle GAS NATURAL FENOSA to enforce the non-compensatory contractual penalties, as well as to receive the compensation for damages which, if applicable, are due as a result of the termination, after they have been accredited, which may either be compensated for or reimbursed from any amounts that might be due for payment to the SUPPLIER, or from the Economic Guarantee and, if these amounts are not sufficient, from the Supplier's own estate or assets.

Even if none of the causes envisaged in the preceding paragraph apply, GAS NATURAL FENOSA may also terminate the contractual relationship prematurely, for the latter's own convenience. However, in this case GAS NATURAL FENOSA must issue the letter informing about the termination and giving advance notice that, unless specified to the contrary in the Specific Terms & Conditions, will be at least one (1) month before the effective termination date.

As soon as the contractual relationship is terminated, GAS NATURAL FENOSA will be empowered to purchase, totally or partially, any materials that the SUPPLIER might have stockpiled at the works site, at the price agreed upon in the Contract/Order or, if no price was agreed upon, at the price established by mutual agreement or, if it is not possible to reach such an agreement, at the price established by expert valuation.

After the termination, GAS NATURAL FENOSA will certify the amounts owed to the SUPPLIER for the work done or delivered satisfactorily until the termination date. The penalties or compensations due according to the rules established above will then be deducted from those amounts, together with the amount for the stockpiled materials that, when in order, GAS NATURAL FENOSA has purchased. Any amount that might be left over will be paid to the SUPPLIER in the form of a final settlement for the Contract/Order.

Furthermore, as soon as the contractual relationship has terminated, the SUPPLIER shall return the works or the service to GAS NATURAL FENOSA in the way that is established in the Specific Terms & Conditions.

15.2 Terminating at the request of the SUPPLIER

The SUPPLIER may terminate the Contract/Order after giving advance notice of sixty (60) calendar days, unless specified to the contrary in the Specific Terms & Conditions on the basis of the specific nature of the purpose of the Contract/Order.

The termination of the Contract by the SUPPLIER will be formalised in a written communication addressed to GAS NATURAL FENOSA explaining why the SUPPLIER has decided to terminate the Contract, indicating what his decision is based upon and the reasons for doing so.

GAS NATURAL FENOSA reserves the right to request any compensation for any damage that the premature termination might cause, unless this has been done for a good reason, based upon prior, serious and culpable non-compliance by GAS NATURAL FENOSA.

16. FORCE MAJEURE

If either of the Parties were to definitively and unrectifiably fail to fulfil its basic contractual obligations as a result of force majeure, the other Party would be empowered to terminate the Contract/Order concerned, but would not be empowered to demand liability for non-compliance from the Party affected by the force majeure. The causes of force majeure will be assessed in light of the applicable legislation and jurisprudence, in accordance with the jurisdiction with powers in the matter. However, force majeure shall never be cited for meteorological reasons that could reasonably have been foreseen, delays or faults committed by suppliers or subcontractors, or as a result of strikes or industrial disputes involving the SUPPLIER's personnel (unless the strike or dispute occurs on a national or sectoral nature).

In strike or industrial dispute situations affecting the SUPPLIER, the latter shall draw up a minimum-service plan to cover the Service and/or Works for the part that is considered essential and do his utmost to collaborate so that this plan can be approved by the empowered authority.

The Party affected by the Force Majeure situation, shall write to the other Party as soon as possible, indicating the event that caused the force majeure situation, its nature, the circumstances in which it took place, how long the situation is expected to last and the measures that he intends to take to reduce its effects on his contractual obligations, if it is possible to do so.

The Party affected by the Force Majeure shall do his utmost to prevent or reduce the effects of the force majeure situation, trying to ensure that the contractual relationship remains as normal as possible, to the extent that this is possible.

17. CONFIDENTIALITY

All the discoveries, concepts, ideas, knowledge, techniques, designs, drawings, drafts, diagrams, models, samples, databases of any kind, as well as any other information of a technical, industrial, financial or commercial nature that the SUPPLIER becomes aware of through GAS NATURAL FENOSA during the course of their business relationship shall be regarded as confidential, secret and classified.

All the papers, books, accounts, recordings, lists of clients and/or members, computer programs, procedures, documents of all types or technology that were supplied as confidential information shall also be regarded as confidential, secret and classified, regardless of the medium used to conserve them.

The following information will not be regarded as confidential: i) information is public knowledge at the time it is supplied to the SUPPLIER or that once the supply is produced becomes public knowledge, without the SUPPLIER having violated the contents of this clause; or ii) information that was made known en masse without any restrictions by GAS NATURAL FENOSA.

The SUPPLIER shall keep and safeguard the confidential information and not use it for his own ends. Neither shall he disclose it, partly or in its entirety, to third parties without having received express, prior and written consent to do so from GAS NATURAL FENOSA. Such consent will not be necessary when the obligation to supply or disclose the confidential information is imposed by law or a court order/injunction.

The SUPPLIER may make the confidential information known to his employees and external advisors, without this affecting the fact that he shall take whatever measures might be necessary to strictly and exactly comply with the provisions contained in this clause on all occasions. Furthermore, it is necessary to inform not only his employees but also his external advisors about the confidential, secret and classified nature of the information that he is making known and about the fact that it is forbidden to use it for their own ends or to disclose it.

Furthermore, the SUPPLIER shall give to his employees and external advisors whatever guidelines and instructions he considers suitable or advisable in order to keep the confidential information confidential, secret and classified and to guarantee that it is not used for their own ends or purposes other than the object of the Contract/Order.

Without this affecting the above, GAS NATURAL FENOSA may request and obtain from the SUPPLIER, as a prerequisite to furnishing the confidential information, a list of the employees and external advisors who will have access to such information, and GAS NATURAL FENOSA reserves the right to limit the number of persons on that list. Each one of the employees or external advisors who appear on the list shall expressly state that they are aware of this commitment to confidentiality and that they will act in compliance with what is contained therein. The SUPPLIER shall immediately inform about any modification made to the list of the employees and external advisors, containing the points indicated above in this paragraph.

Without this affecting the contents of the preceding paragraphs, both Parties will be responsible not only for the behaviour of their employees and external advisors, but also for any consequences that might arise, in accordance with what is envisaged in this clause.

The SUPPLIER will be responsible for safeguarding his own information and however many copies there might be, and for seeing that it is processed as confidential, secret and classified. Therefore, he shall return his own information and all copies thereof to GAS NATURAL FENOSA

when their business relationship comes to an end, or before that, if the latter were to require such information from the former.

Non-compliance with the confidentiality obligations brought together in this clause will be sufficient cause for demanding compensation for the damage done using whatever legal channel is in order.

18. COPYRIGHT

All the databases, images and photographs, patents, utility and industrial models, drawings, graphs, text files, audio, video and software that GAS NATURAL FENOSA furnishes to the SUPPLIER, to execute the Contract/Order belong to GAS NATURAL FENOSA, or third party suppliers. In the latter case, they have been the subject of licence or transfer, by them, and are protected by the national or international copyright or patent ownership legislation, so they cannot be subsequently modified, copied, altered, transformed, reproduced adapted or translated by the SUPPLIER or third parties without express authorisation to do so from the holders of those rights.

Making available to the SUPPLIER, databases, images and photographs, patents, utility and industrial models, drawings, graphs, text files, audio, video and software that is owned by GAS NATURAL FENOSA or by the latter's suppliers, is under no circumstances to be interpreted as meaning the transfer of ownership or the granting of any patent rights to the SUPPLIER.

It is absolutely prohibited to use any of the rights mentioned in the preceding paragraphs for any purpose other than those stipulated in the Contract/Order, without the authorisation of GAS NATURAL FENOSA; this prohibition includes exploitation, reproduction, diffusion, transformation, distribution, transferring by any means, subsequently publishing, exhibiting, publicly communicating or totally or partially representing. Should any of the aforementioned take place, this would be regarded as an infringement of GAS NATURAL FENOSA's patent rights and penalised by the legislation currently in force.

All the copyrights and patent rights generated or that might be generated from the documentation and information furnished by GAS NATURAL FENOSA to the SUPPLIER, or as a result of carrying out the services in fulfilment of the Contract/Order, including the technologies or methodologies resulting from its implementation, belong unreservedly to GAS NATURAL FENOSA. The SUPPLIER undertakes to return all the printed data and/or data on computer hardware or software or any other information medium supplied by GAS NATURAL FENOSA, immediately after the SUPPLIER has completed the work for which information was necessary.

The data, images and photographs, patents, utility and industrial models, drawings, graphs, text files, audio, video and software that were owned by the SUPPLIER before the execution of the Contract/Order will continue to belong to the SUPPLIER.

19. PROTECTION OF PERSONAL DATA

In the event of the SUPPLIER having to access personal data concerning individuals that is possessed by GAS NATURAL FENOSA to enable the SUPPLIER to carry out the work or to provide the services, the SUPPLIER will only have access to the data that GAS NATURAL FENOSA considers necessary to carry out the contracted work.

Both the SUPPLIER and GAS NATURAL FENOSA undertake to comply with the applicable legislation in matters concerning the protection and processing of personal data, as well as complying with what is stipulated in each one of the country appendices in terms of legislation in these matters applicable to the Contract/Order.

20. HUMAN RIGHTS POLICY AND CODE OF ETHICS

The SUPPLIER undertakes to adhere to the principles contained in the International Bill of Human Rights and to promote compliance therewith in his own supply chain. With a view to this, the SUPPLIER undertakes to draw up and implement his own human rights policy, or in its absence, to implement the human rights policy of GAS NATURAL FENOSA.

The SUPPLIER shall comply with the legislation in force in matters concerning non-discrimination. Furthermore, he shall offer all persons fair and equal opportunities for accessing jobs. GAS NATURAL FENOSA may ask for documentation that accredits non-discrimination.

Furthermore, the SUPPLIER undertakes to make available and/or to promote ethical practices that are consistent with the behaviour guidelines included in GAS NATURAL FENOSA's code of ethics, as well as to align himself with the social policies, values and principles that are promoted by GAS NATURAL FENOSA.

The aforementioned documents can be accessed at the website: www.gasnaturalfenosa.com Reputation and Corporate Responsibility, Policies and Governance.

GAS NATURAL FENOSA will also offer its contractors, suppliers and collaborating companies the possibility of confidentially contacting, in good faith and without fear of reprisals, the GAS NATURAL FENOSA Code of Ethics Commission, to make queries or to inform about the non-compliance with the human rights policy or the code of ethics, as well as to obtain any other associated information, via the following e-mail address: codigoetico@gasnaturalfenosa.com.

21. MODIFICATIONS

These Terms and Conditions may only be modified by a written document signed by the Parties.

22. RENUNCIATION

The fact that at any given time neither of the Parties request compliance with any of the stipulations in these General Terms & Conditions, shall in no way affect that Party's right to request compliance on subsequent occasions. No renunciation of any term or condition by the Parties is to be interpreted as meaning a permanent or subsequent renunciation of that term or condition or any other terms or conditions.

23. INVALIDITY

If one or more of the clauses in the Contract/Order were to be declared partially or totally invalid or ineffective as a result of a legal ruling or one of any other nature, this invalidity or ineffectiveness would not apply to the rest of the clauses contained herein, all of which would remain valid.

The Parties agree to replace any clause that becomes invalid or ineffective with another valid clause, the effect of which is as similar as possible.

24. APPLICABLE LEGISLATION AND JURISDICTION

The applicable legislation and jurisdiction in force shall be those relevant to the Country Appendix in which the GAS NATURAL FENOSA company that has signed the Contract/Order has its registered address.

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1. INFORMATION AND DOCUMENTATION ABOUT THE SUPPLIER

The SUPPLIER shall deliver to the CONTRACTOR all the information requested in the **initial assessment** and in the **periodical annual assessment**, using the electronic means and systems specified by the CONTRACTOR. Furthermore, for the services, activities and material supplies, where applicable, he shall deliver the additional documentation as requested during the supplier **approval** process. The SUPPLIER shall keep this information and documentation **updated and valid and make it available to the CONTRACTOR at all times while this Contract is in force**. The SUPPLIER shall furnish the information and documentation requested by the CONTRACTOR, and shall do so within the deadlines set and using the means established. When required by the CONTRACTOR, the SUPPLIER shall provide technical support for the processes defined in items 3 and 4 of these conditions.

2. INITIAL AND PERIODICAL ASSESSMENT OF THE SUPPLIER

Before starting to supply the services, goods and/or materials that are the subject of this Contract, the SUPPLIER must be qualified through GAS NATURAL FENOSA's assessment process as being suitable. Furthermore, the SUPPLIER shall invariably apply the terms and conditions approved in that initial assessment while the Contract is in force and, with a view to this, he undertakes to provide the CONTRACTOR with the updated information and documentation as requested during the **annual periodical assessment conducted**, in accordance with the criteria established by GAS NATURAL FENOSA. The **basic criteria** used to carry out the initial and periodical assessment of the SUPPLIER are listed in Appendix 1 "Basic criteria for the initial and periodical assessment of the SUPPLIER".

3. APPROVAL OF SUPPLIER AND PRODUCTS

For the supply of certain services, goods and/or materials, the SUPPLIER is required to be additionally approved by GAS NATURAL FENOSA before the orders are awarded and while the Contract is in force. The SUPPLIER will be informed about the approval requirements in the **specific terms & conditions**.

In order to obtain and maintain his approved status, the SUPPLIER shall furnish the **documentary proof** required by the CONTRACTOR, corresponding to **general requirements** (quality, environment and occupational risk prevention management systems) and to the requirements of the **specific terms & conditions** (human resources, technical and product requirements).

As far as the specific human resource requirements are concerned, the SUPPLIER is responsible for employing personnel (his own or subcontracted) trained for and capable of carrying out each activity and task, before commencing to perform his obligations to the CONTRACTOR and during the full validity of the Contract. It is the exclusive responsibility of the SUPPLIER to train and prepare the employees, and to ensure that they comply with the laws, regulations and any applicable standards and specific requirements inherent to the activities and tasks that are the subject of the Contract. The SUPPLIER shall safeguard and keep updated the documentation,

proof and records of his employees' training and preparation, in order to show that they are qualified (specific training, officially recognised diplomas, aptitude certificates, authorisations, accreditations, etc.).

Pursuant to the specific requirements concerning technical resources, the SUPPLIER shall have available and/or use facilities and machinery that are in a perfect state of repair for performing the activities and products that are the subject of the Contract. In this regard, the machinery and equipment used by the SUPPLIER shall comply with the applicable legislation, and standards in force, especially where quality, safety and the environment are concerned. The SUPPLIER shall have identified all the machinery and equipment that concerns the quality and the safety of the product or activity, and he shall likewise inspect, calibrate or adjust the machinery and equipment periodically at the intervals specified or before their use, and shall also safeguard the documentation, proof and records (list of machinery and equipment, control records for the machinery and measuring equipment).

The SUPPLIER shall maintain the standards required in the approval. With regard to products, the SUPPLIER shall undertake to ensure that the supplies of those products are consistent with the approved models.

The SUPPLIER will be responsible for all expenses arising from the approval process (stockpiling of resources, certificates, tests, accreditations, etc.). In the specific case of materials and/or products, the approval may be extended to the manufacturer, production centres and distributors. If the CONTRACTOR so requires, the SUPPLIER shall provide training and instructions concerning the correct use and maintenance of his products.

For the purpose of checking the data, documents and information provided by the SUPPLIER, the CONTRACTOR reserves the right to conduct the audits and inspections that he deems necessary in accordance with what is indicated in Section 4.

If any non-compliances or rejections should arise, resulting from the approval process, the SUPPLIER will be informed about them and they shall be dealt with in the way specified in Section 5.

4. AUDITS AND INSPECTIONS

The SUPPLIER shall carry out the quality, process and/or product controls established in the standards and other contractually applicable documentation. The results of the controls and tests shall be suitably recorded, in compliance with the specifications, quality plans and inspection point plans applicable or agreed to; they shall be properly filed and held at the disposal of the CONTRACTOR for a minimum of five (5) years, unless other arrangements are made in the aforementioned regulations or in the specific terms and conditions.

The SUPPLIER shall, under his own responsibility and at his own cost, verify the products and services supplied. The SUPPLIER is responsible for any defect or fault affecting quality that is attributable to him, as well as for the damage that these defective products might cause to the CONTRACTOR and/or to third parties.

In order to check the suitability of the processes, qualities and the state of the supplies of services and/or goods, the CONTRACTOR and his appointed representatives will have the right to conduct **audits and inspections** of the production centres, product batches, premises and facilities of the SUPPLIER or its subsuppliers / subcontractors, technical and human resources, before, during or after the work, when the work is completed. Audits and inspections conducted by the CONTRACTOR and his representatives will not in any way serve to waive the responsibilities and duties of the SUPPLIER, or exempt the latter from any such controls, responsibilities and obligations.

The CONTRACTOR will inform the SUPPLIER about the audit and inspection schedules. The inspection level applied by the CONTRACTOR to the goods and products will be consistent with one of the categories established in Appendix 2 "Inspection levels and quality agreement" and the SUPPLIER will be informed about this by the CONTRACTOR. The SUPPLIER shall **appoint a person responsible** who shall act as a link and spokesperson. Furthermore, the SUPPLIER undertakes, if asked to do so, to inform the CONTRACTOR sufficiently well in advance, about the work /manufacturing / test schedules and their status, with a view to making it easier to prepare and conduct the **audits and inspections**.

If the audits and/or inspections reveal any non-compliances or rejections, the SUPPLIER will be informed about this fact in order to find solution as stipulated in Point 5.

The CONTRACTOR may request further tests to clarify aspects that require further clarification.

5. PROCESSING OF REJECTIONS

Any failure to comply with the contractual obligations that is detected in the assessment, approval, auditing or inspection processes, in the implementation of a service, of a process or during the operation or poor state of repair of a product, will be regarded as a rejection.

The CONTRACTOR will notify the SUPPLIER, through the usual channels (e-mail, fax, mail), about any rejections detected, so that he is aware of the fact and can appropriately deal with them.

The SUPPLIER undertakes to correct such rejections and successfully deal with them within the deadlines and under the terms and conditions indicated by the CONTRACTOR. The CONTRACTOR reserves the right to request and accept or reject the corrective measures plans. If the rejections are not successfully dealt with within the deadlines and under the term and conditions established by the CONTRACTOR, the latter will have the right to require compliance therewith or terminate the Contract. Whichever the case might be, the CONTRACTOR will require compensation or damages that could be in order.

Whenever any defect is detected that could amount to a non-fulfilment of the specific requirements or ability to use the supplied product, the SUPPLIER is required to replace the defective units. Furthermore, the CONTRACTOR may partially or totally reject the production batch to which the defective product belongs, returning to the SUPPLIER all the unused units from that batch so that they can be replaced by other new ones without defects, in which case the SUPPLIER shall pay all the expenses caused by the product returning process.

If one or more of the units in this batch are considered unacceptable or are already installed, the SUPPLIER would not only have to replace those units with other new ones, but would also have to pay the CONTRACTOR the amounts due for the works involved in replacing them.

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1. IDENTIFICATION DATA

- Name or Registered Name
- Tax Identification Number
- Legal / Business address (town / city, province / state / region, country, etc.)
- Contact person and post or position (e-mail, telephone, fax, website, etc.)
- Tax address (if different from the legal / business address)
- Bank data (bank / branch / account no. / holder, etc.)
- Shareholders who hold more than 10% of the capital stock
- Year the company was established
- Employees on the payroll at the end of the last financial year (average number of employees on the payroll, percentage of payroll with permanent contract out of all employees)
- Associated companies (*include as associated companies the shareholders that are corporations*)

2. ECONOMIC & FINANCIAL, LEGAL AND INSURANCE INFORMATION

Economic summary for the last two years (in Euros):

- Annual turnover (billing)
- Annual turnover (billing) with GNF
- Profit / Loss before tax
- Total assets
- Shareholders' equity

Situation and/or proof of payments (only for service providers)

- Social Security or equivalent (*successful bidding supplier shall provide the certificate*)
- Public Treasury or equivalent (*successful bidding supplier shall provide the certificate*)
- Civil Liability Policy (*successful bidding supplier shall provide the certificate*), or if it is works or services, the amount insured per claim (in Euros)
- Register of accredited companies (*depending on legislation in each country*)

3. INFORMATION ABOUT EQUIPMENT, MATERIALS, WORKS AND SERVICES SUPPLIED

- Product / Service
- Manufacturer / Store Manager / Agent (*in the case of products*)
- Geographical area of activity.

4. OTHER IMPORTANT COMPANY INFORMATION**ENVIRONMENTAL MANAGEMENT & QUALITY**

State whether the company has:

Quality system:

- Quality system certified by a third party (standard, scope and expiry date).
- In the event of an uncertified quality system, the following must be indicated:
 - The personnel that carry out the work are properly trained and are aware of the procedures involved in the activities that they perform (Yes / No)
 - Is suitable maintenance carried out on the machinery and equipment that require it? (Yes / No / Not Applicable)
 - Do they check or test the quality of the work / products that they make? (Yes / No)
 - In the event of rejections, defects and non-fulfilments, are corrective and preventive measures taken into account to deal with them and prevent them from occurring? (Yes / No).

Additional: If manufacturer:

- If he is a manufacturer: Does he have a procedure for dealing with defective material in procurement, manufacturing and finished product? (Yes / No)
- If he is a manufacturer and/or distributor: Does he have a procedure for dealing with defective material in after-sales situations? (Yes / No).

Environmental system:

- Environmental management system certified by a third party (standard, scope and expiry date)
- In the event of the environmental system not being certified, the following must be indicated:

- Are the environmental legislation and regulations that apply to the work and the activities performed in each country where it operates known and complied with? (Yes / No / Not Applicable)
- Are the personnel at your company trained in and informed about the environmental aspects associated with the work and the activities they carry out? (Yes / No / Not Applicable)
- Penalties or fines for non-compliance in matters concerning the environment in last year.

PREVENTION OF OCCUPATIONAL RISKS AND INDUSTRIAL SAFETY

- Occupational risk prevention management system certified by a third party (standard, scope and expiry date)
- In the event of NOT having a certified occupational risk prevention management system, answer the following questions:
 - Do you have risk assessment, both initial and periodical? (YES / NO)
 - Do you take measures or carry out activities to eliminate or reduce risks? (YES / NO)
 - Do you give information and training to the workers about occupational risk prevention and are they able to participate? (YES / NO)
 - Do you carry out activities to control the risks that affect your work? (YES / NO)
 - Do you monitor your workers' health? (YES / NO)
 - Do you take into account the actions to be taken to deal with foreseeable events (emergencies, serious and imminent risks? (YES / NO)
 - Do you have a preventive measures and activities plan? (YES / NO)
- Occupational risk prevention organisation mode (in compliance with the legislation in each country)
 - Own prevention service.
 - Joint prevention service (a service that is shared between companies that simultaneously carry out activities in one single work centre, building or shopping centre, or between those companies that belong to the same production sector or group of companies, or that carry out their activities on an industrial estate or limited geographical area)
 - External prevention service

- Designated workers
- Taken on personally by the employer
- Undefined
- Accident rate for the last year (*depending on the legislation in each country: Frequency rate, No. of days off-work due to occupational accident, No. of days off-work due to occupational disease , No. of accidents leading to off-work situations, etc.*)
- Penalties or fines for non-compliance with occupational legislation and industrial safety in the past year.

CORPORATE RESPONSIBILITY

- Specific policies associated with sustainability
- Commitment to the United Nations Global Pact
- Availability of human rights policy (for suppliers that are successful bidders there must be acknowledgement of receipt and/or signing of the human rights policy of Gas Natural Fenosa)
- Implementation of ethical practice consistent with the conduct guidelines included in the code of ethics of Gas Natural Fenosa (suppliers that are successful bidders must *acknowledge receipt and commit to promote conduct guidelines consistent with those in the GNF code of ethics*)
- Occupational health & safety obligation (suppliers that are successful bidders must sign GNF Occupational Health & Safety commitment)
- Specific policies or company practice to encourage and promote the occupational integration of the disabled (*depending on legislation in each country*)
- Percentage of disabled persons on your payroll (*depending on legislation in each country*)
- Sentences pending or penalties and fines for non-compliance with ethical requirements (bribery, corruption, tax fraud) and human rights (non-fulfilment of occupational legislation, discriminatory practices, child labour, etc.) in the past year (*depending on legislation in each country*).

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1. OBJECT

To describe the inspection levels that the CONTRACTOR can apply to the supply of goods and products in accordance with the “Conditions for Assessment and Approval of Supplier and Product”.

2. DEFINITIONS

In order to facilitate the understanding of this document, the following concepts are defined:

Inspection: verifying that a product batch and/or associated processes applied to one or more of the following aspects comply with the requirements:

- Controls and tests on the product.
- Controls on the production process.
- Measurement, inspection and testing equipment.
- Characteristics of the product to be supplied (dimensions, finish, etc.).
- Storage, packaging and labelling.
- Identification and traceability of the products, documentation, quality records, product quality certificates, quality certificates for raw materials, as well as records concerning quality controls carried out in compliance with the material specifications and/or the quality plan and inspection points. Validity of the company records or product quality mark.

Types of supply inspection: A distinction is made between the following types:

- **Inspection of documentary records:** Verification of technical and quality records.
- **Source inspection:** Inspection of the SUPPLIER’s products, and/or his production / quality systems and quality records, which is carried out at the SUPPLIER’s facilities or those of his representatives or distributors, before they are delivered to the CONTRACTOR.
 - **Manufacturing Inspection:** Inspecting the SUPPLIER’s production process, whether on production to be sent to the CONTRACTOR or, in its absence, to another client.
 - **Technical reception and inspection of products:** Inspecting the finished product, which includes conducting tests and/or trials on the final product.
 - **Technical verification of products:** An inspection verifying that the supply complies with the requirements in terms of the construction features, dimensions and labelling.

Inspector: Personnel employed by the CONTRACTOR or his representative who carry out the inspection functions

Inspection points programme: The document issued by the SUPPLIER and approved by the CONTRACTOR that describes the quality control points, the measurement frequencies and the values allowed for the processes, tests/trials, or examinations to be carried out by the SUPPLIER.

3. LEVELS OF INSPECTION ON THE SUPPLY

The table shown below defines six (6) potential inspection levels:

Levels of control and inspection of the supply for SUPPLIERS of materials	
Level	Description of the level
1	<p>The CONTRACTOR will subject all the SUPPLIER's supplies to a source inspection before they are delivered to the CONTRACTOR.</p> <p>For this purpose:</p> <ol style="list-style-type: none"> 1. The SUPPLIER shall inform the CONTRACTOR, at least fifteen (15) days in advance of the scheduled date, about his programme for manufacturing, testing, trials, the status of the materials and the availability of the deliveries to be dispatched to the CONTRACTOR. 2. The SUPPLIER shall retain 100% of the product at his facilities so that they can be inspected by the CONTRACTOR. The sampling plan concerned will be applied. 3. The CONTRACTOR or his representative will reach an agreement with the SUPPLIER about the date and the type of source inspection (at the SUPPLIER's facilities) that the CONTRACTOR will conduct. 4. The CONTRACTOR <u>will send an inspector</u> to the SUPPLIER's facilities. The inspector will carry out the agreed inspection (inspection of finished product, or inspection of finished product and tests, or inspection of the manufacturing process), in accordance with the applicable specifications, and/or with the quality plan and inspection points agreed to with the SUPPLIER. 5. The SUPPLIER may deliver the supply as soon as he has been given authorisation as a result of the inspection. The CONTRACTOR shall not accept the delivery of materials which do not have this authorisation.

2	<p>A part of every supply from the SUPPLIER will be retained at the latter's facilities, before it is delivered to the CONTRACTOR, so that the CONTRACTOR can carry out the source inspection.</p> <p>For this purpose:</p> <ol style="list-style-type: none"> 1. The SUPPLIER shall inform the CONTRACTOR, at least fifteen (15) days in advance of the scheduled date, about the status of the materials and the availability of the deliveries to be dispatched to the CONTRACTOR. Furthermore, he shall include as part of that information, the product quality records and certificates in accordance with the applicable specifications. 2. The CONTRACTOR, in accordance with the criteria defined for the inspection of materials, shall inform the SUPPLIER about the quantity or percentage of material that the latter must retain at his facilities so that the CONTRACTOR can subject it to the finished product inspection and tests. 3. The CONTRACTOR or his representative will reach an agreement with the SUPPLIER about the date and the type of source inspection (at the SUPPLIER's facilities) that the CONTRACTOR will be performing. 4. The CONTRACTOR <u>will send an inspector</u> to the SUPPLIER's facilities. The inspector will carry out the agreed inspection (inspection of finished product, or inspection of finished product and tests, or inspection of the manufacturing process), in accordance with the applicable specifications, and/or with the quality plan and inspection points agreed to with the SUPPLIER.
	<p>The SUPPLIER shall inform the CONTRACTOR about the manufacturing plan and/or the status of the supplies before they are delivered, pending authorisation from the CONTRACTOR.</p> <p>For this purpose:</p> <ol style="list-style-type: none"> 1. The SUPPLIER shall inform the CONTRACTOR about his manufacturing plan for the materials to be sent to the CONTRACTOR, at least fifteen (15) days in advance. 2. The SUPPLIER shall retain 100% of the product at his facilities pending authorisation from the CONTRACTOR, who will decide in each particular case whether or not to send an inspector to the SUPPLIER's facilities (an arrangement will be made either to inspect the finished product, or to inspect the finished product and tests, or to inspect the manufacturing

3	<p>process), or whether to request quality records and documentation only or to release the batch directly (I).</p> <p>3. Every year, the CONTRACTOR may carry out an inspection in the distributor's stores and/or at the manufacturing plant.</p> <p>This inspection may be conducted as an audit to verify that the SUPPLIER's quality system is being adhered to, when it affects the processes and the products that are the subject of the supply to the CONTRACTOR.</p> <p>NOTE (I):</p> <p><i>- If he sends an inspector to the SUPPLIER's facilities, Points 2 to 5 at Level 1 will be followed.</i></p> <p><i>- If quality documentation is requested for approval, Points 1 and 2 at Level 4 will be followed.</i></p>
4	<p>Documentary verification of the quality records for supplies before delivery to the CONTRACTOR.</p> <p>For this purpose:</p> <ol style="list-style-type: none"> 1. Before delivering the material, the SUPPLIER shall send in electronic format, the product quality certificates and the quality control records that have been performed on the materials to be delivered, in accordance with the specifications for the material and/or the quality plan and inspection points agreed to with the CONTRACTOR. 2. The SUPPLIER shall retain 100% of the product at his facilities awaiting dispatching authorisation from the CONTRACTOR; which will be notified after approval has been given to the quality records and documentation sent by the SUPPLIER. 3. Every year, the CONTRACTOR may carry out an inspection in the distributor's stores and/or at the manufacturing plant. This inspection may be conducted as an audit to verify that the SUPPLIER's quality system is being adhered to, when it affects the processes and the products that are the subject of the supply to the CONTRACTOR.
	<p>Before supplying the materials to be sent to the CONTRACTOR's stores / facilities, the SUPPLIER does not require any <u>authorisation</u> to do the same.</p> <p>For this purpose:</p> <ol style="list-style-type: none"> 1. The SUPPLIER may supply the materials to the CONTRACTOR's facilities

5a	<p>without any batch release being required.</p> <ol style="list-style-type: none"> 2. <u>The SUPPLIER shall deliver on a 6-monthly basis</u>, in electronic format, copies of the product quality certificates and the quality control records that have been performed on the materials to be delivered, in accordance with the specifications for the material and/or the quality plan and inspection points agreed to with the CONTRACTOR. 3. Every year, the CONTRACTOR may carry out an inspection in the distributor's stores and/or at the manufacturing plant (to inspect the finished product, or to inspect the finished product and tests, or to inspect the manufacturing process). This inspection may be conducted as an audit to verify that the SUPPLIER's quality system is being adhered to, when it affects the processes and the products that are the subject of the supply to the CONTRACTOR.
5b	<p>Before supplying the materials to be sent to the CONTRACTOR's stores / facilities, the SUPPLIER does not require any <u>authorisation</u> to do the same.</p> <p>For this purpose:</p> <ol style="list-style-type: none"> 1. The SUPPLIER may supply the materials to the CONTRACTOR's facilities without any batch release being required. 2. <u>The SUPPLIER shall deliver when the CONTRACTOR so requires</u>, in electronic format, copies of the product quality certificates and the quality control records that have been registered for the materials to be delivered, that he has carried out in accordance with the specifications for the material and/or the quality plan and inspection points agreed to with the CONTRACTOR. 3. Every year, the CONTRACTOR may carry out an inspection in the distributor's stores and/or at the manufacturing plant (to inspect the finished product, or to inspect the finished product and tests, or to inspect the manufacturing process). This inspection may be conducted as an audit to verify that the SUPPLIER's quality system is being adhered to, when it affects the processes and the products that are the subject of the supply to the CONTRACTOR

Clarifications concerning the levels of inspection. Summary table for the types of inspection and their scope:

	Scope					Inspection Location
Type of Inspection	Records & quality certificates	Storage, packaging & labelling.	Construction features, dimensions & marking.	Conducting tests & trials. Equipment used.	Production process controls.	
Documentary verification	X					At the CONTRACTOR's offices.
Finished product	X	X	X			At the distributor's stores or manufacturer's plant
Finished product and tests	X	X	X	X		At the manufacturer's facilities
Inspection at manufacturing plant	X	X	X	X	X	At the manufacturer's facilities

4. RESULTS OF THE INSPECTION

The results of the inspection will establish if authorisation will be given to deliver the supply.
The potential results of the inspection are:

Accepted: The result of the inspection is correct, without defects or incidents.

Conditionally accepted: The result of the inspection is that defects or incidents have been detected, but these do not adversely affect the assembly / mounting, the operation, safety conditions or the working life of the material.

It will be necessary to have the CONTRACTOR's authorisation to deliver the supply in these conditions, and the SUPPLIER may be required to take corrective measures to prevent them from being repeated.

Rejected: The result of the inspection is that non-conformities, defects or incidents that are not acceptable have been detected and the supply has therefore been rejected. In general, the detection of significant non-conformities in a part of the batch will be a reason for rejecting the whole batch. However, when they affect part of the supply, if the correct part has been identified and separated from the incorrect part, the CONTRACTOR may decide to authorise the delivery of the correct part and reject the incorrect part (**partial rejection**).