



GENERAL CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. SCOPE

1.1 These General Conditions apply to purchases of goods and services made by the entities controlled by the ENGIE Group in Portugal ("**ENGIE**"), from any third party (the "**Supplier**") and regulate the rights and obligations of each of the Parties within the scope of the corresponding contractual relationship.

1.2 These General Conditions prevail over any non-mandatory uses, commercial practices or legal provisions.

1.3 The services to which these General Conditions apply must be (i) provided by the Supplier outside ENGIE's premises, when ENGIE is the final recipient of the services; or
(ii) provided outside ENGIE's customers' premises.

1.4. The Supplier recognises that it is fully aware of these General Terms and Conditions and that it is fully bound by them.

1.5. Any derogation or alteration, in whole or in part, to the provisions of these General Conditions must be set out in a specific written document or in special conditions to these General Conditions, which must be formalised in writing and signed by the legal representatives of both Parties; if they exist, these specific contractual documents shall take precedence over these General Conditions.

1.6. If a written Contract is signed to specifically regulate a contractual relationship between ENGIE and the Supplier, the clauses of said Contract shall prevail over the provisions of these General Conditions in the event of any discrepancy. The provisions of these General Terms and Conditions shall apply to anything not regulated by said Contract.

1.7. The documents referred to in the preceding paragraphs shall constitute, together with these General Conditions, and insofar as they are not overridden by the above-mentioned rules of precedence, the Contractual Documents governing the contractual relationship between ENGIE and the Supplier (Contract).

1.8. Any conditions or specifications that the Supplier may include in documentation of any kind, including, but not limited to, in its proposal or in general conditions that it uses in the supply of its goods or in the provision of its services, which contradict ENGIE's, shall be ineffective in relation to ENGIE.

which contradict the provisions of the Contract Documents and which have not been expressly accepted by ENGIE through the signature of its legal representative.

2. PURCHASE ORDER

2.1. A Purchase Order formalises ENGIE's intention to acquire the goods and/or services referred to therein from the Supplier, in the exact terms set out therein and in the Contractual Documents applicable to it pursuant to the preceding clause. The Purchase Order shall identify the ENGIE Group entity responsible for the procurement.

2.2. Acceptance of a Purchase Order by the Supplier implies full knowledge and agreement without reservation or limitation to its content and the content of the other applicable Contractual Documents, and the Contract between the parties shall be deemed to have been concluded on that date, unless another date appears in the Contractual Documents.

2.3. The Supplier must confirm acceptance of a Purchase Order in writing to ENGIE within the period indicated on the Purchase Order itself, or if no period is expressly indicated, within five days of receipt, it being understood that even if the Supplier does not confirm acceptance of the Purchase Order in writing to ENGIE within the established period, it shall be deemed to have been accepted.

3. SCOPE OF THE CONTRACT

3.1. The scope of the Contract shall include the development of all activities and operations that are ancillary and/or complementary to the execution of the Contract (such as transport, loading, unloading, testing, assembly and commissioning of goods or services), provided that they are necessary for the full fulfilment of the purpose of the Contract.

3.2. Also included are all materials, documents and other elements that are necessary for the correct functioning, operation and/or maintenance of the goods to be supplied, even if not expressly mentioned or fully specified in the Contract Documents.

4. GENERAL OBLIGATIONS OF THE SUPPLIER

4.1. The Supplier undertakes to:

- a) Comply with all legal and regulatory standards applicable to the activity it carries out and, in particular, to the supply of the contracted goods and/or services;
- b) Obtain and maintain in force throughout the contractual term all authorisations, certifications, licences and other formalities necessary for the exercise of its activity in general and those applicable to the performance of the supply of goods and/or services.

applicable to the execution of the supply of services or products, namely administrative licences or authorisations;

- c) Maintain and demonstrate, whenever required by ENGIE, that it is in good standing with the social security and tax authorities;
- d) If you are expressly authorised by ENGIE to use the ENGIE Group's trademarks, logos or other distinctive signs, you shall do so for the sole purpose of complying with the Contract and shall comply with all instructions and rules relating to such use that may be communicated to you by ENGIE, undertaking to cease such use immediately if requested to do so by ENGIE.

5. INDUSTRIAL AND INTELLECTUAL PROPERTY

5.1. Any material and documentation delivered by ENGIE to the Supplier for the purposes of fulfilling the Contract may only be used by the Supplier for this exclusive purpose, with respect for the intellectual and industrial property rights pertaining thereto, which must be returned to ENGIE upon request.

5.2. The Supplier shall demonstrate that it is the owner of all the industrial and intellectual property rights necessary for the performance of this Contract, or shall obtain in its favour or in favour of ENGIE, as the case may be, all the licences or authorisations enabling ENGIE to make full and regular use of the goods and services purchased from the Supplier.

5.3. In particular, the Supplier guarantees that the performance of the Contract will not infringe the industrial and intellectual property rights of third parties, and undertakes to indemnify ENGIE in full in the event that ENGIE incurs any loss or liability as a result of the improper use of materials, documents and information due to the infringement of the intellectual and/or industrial property rights of third parties.

5.4. Unless otherwise agreed in writing in the Contract Documents, all designs, drawings, software, studies, reports and other original creations prepared by the Supplier in execution of the supply shall be the property of ENGIE.

6. CONFIDENTIALITY

6.1. The Supplier undertakes to keep in strict confidence all information which it has or becomes aware of by virtue of or in connection with the execution of these General Conditions, including all information received prior to their conclusion (namely information containing organisational, technical, commercial, financial or other data, including *know-how*, suppliers, materials, solutions and equipment, product lists, studies, software or any other information relating to ENGIE's activity).

6.2. The Supplier undertakes to ensure that its employees and subcontractors respect the confidentiality of the information to which they may have access, and shall be liable for any breach of the duty of confidentiality by them.

6.3. The obligation of confidentiality shall remain in force after the termination of the contractual relationship between the Parties, for whatever reason.

6.4. Any public disclosure of confidential information relating to the relationship established between the Parties shall be subject to ENGIE's prior written approval.

6.5. The Supplier shall immediately inform ENGIE if it becomes aware or has a well-founded fear that confidential information has been or will be disclosed to a third party.

6.6. The Supplier shall also destroy all documents, records and files containing confidential information, in original or copy, whatever their medium, as soon as the reason for their being made available by ENGIE ceases and, in any event, after the contractual relationship between the Parties has ended.

6.7. The Supplier is liable for all damages resulting from failure to fulfil the obligations of confidentiality of information.

7. PERSONAL DATA

7.1. Each of the Parties shall process, solely and exclusively, the personal data of the signatories and the respective interlocutors of the other Party that are necessary for the purposes of the signature process and administrative management of these General Conditions and the contractual relationship established, such data being processed on the basis of the execution of the contractual relationship and the legitimate interest of the Parties, and with the Parties acting as data controllers, under the terms of the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data - "GDPR"), Law no.º 58/2019, of 8 August and other applicable legislation on the protection of personal data (jointly referred to as the "Data Protection Regime").

7.2. The personal data of the signatories and interlocutors of the other Party will be kept for the duration of the contractual relationship between the Parties and/or for such additional period as may be necessary for the purpose of complying with legal obligations or for the declaration, exercise or defence of a right in legal proceedings.

7.3. This data will be made available directly by the Parties, each Party being responsible for ensuring compliance with the applicable legal obligations in this regard. Both Parties shall ensure that data subjects have the right to access, rectify, delete or restrict the processing of their data, portability of data or object to the processing of their data, in accordance with the law,

rectification, erasure or restriction of processing, data portability or objection to processing, by means of a written request addressed to the Party acting as data controller. Requests addressed to ENGIE should be sent to the following address: protecao.dados@engie.com . Without prejudice to any other administrative or judicial remedy, data subjects also have the right to lodge a complaint with the CNPD or other competent supervisory authority under the terms of the law, if they believe that the processing of their data violates the legal regime in force.

7.4. Without prejudice to the preceding paragraphs, if the Supplier processes personal data on behalf of ENGIE as a subcontractor, the obligations set out in the Data Protection Regime and in the Contractual Documents or in the Personal Data Processing Agreement to be concluded between the Parties shall apply. In any event, the Supplier must fulfil the obligations set out in the following paragraphs:

7.4.1. comply with and enforce compliance with the applicable legal and regulatory rules on privacy and personal data protection for as long as these General Conditions are in force and even after their execution or termination in any way;

7.4.2. process personal data in a lawful manner, with respect for the principle of good faith and to the extent necessary for the specific purpose for which the supply of goods and/or the provision of services is carried out and always only on ENGIE's documented instructions, including with regard to international data transfers, unless it is obliged to do so by virtue of mandatory law, in which case it must inform ENGIE in writing of this obligation, the rules imposing it and the personal data concerned, prior to processing;

7.4.3. ensure the confidentiality of personal data processed in connection with the supply of products/services and guarantee that only those employees under its authority who are bound by confidentiality obligations, who follow ENGIE's documented instructions and whose processing is strictly necessary for the performance of the obligations set out in these General Conditions shall have access to such data;

7.4.4. implement appropriate technical and organisational measures to protect personal data against accidental or unlawful destruction, accidental loss, alteration, unauthorised disclosure or access, and against any other form of unlawful processing, always with a level of security appropriate to the risks that the processing entails for the data subjects, taking into account the most advanced techniques, the costs of implementation and the nature, scope, context and purposes of the processing, as well as the risks, of varying likelihood and severity, to the rights and freedoms of natural persons;

7.4.5. assist ENGIE to enable it to fulfil its obligation to respond to requests and exercise the rights of data subjects;

7.4.6. provide assistance to ENGIE to specifically ensure compliance with its legal obligations relating to the security of processing, reporting a personal data breach, carrying out data protection impact assessments and prior consultation, or any other obligations relating to the security of processing.

personal data, carrying out data protection impact assessments and prior consultation, or any other obligations incumbent on ENGIE with regard to data protection, taking into account the nature of the processing and the information available to the Supplier;

7.4.7. to provide ENGIE immediately and without delay with all the information necessary to demonstrate compliance with legal obligations regarding personal data, as well as to facilitate and contribute to audits, including inspections, conducted by ENGIE or by another third party authorised by it;

7.4.8. not copy, reproduce, modify, adapt, delete, destroy, disseminate, transmit, publicise or otherwise make available to third parties personal data to which they have access or which are transmitted to them by ENGIE, without having been instructed to do so in writing by ENGIE;

7.4.9. subcontract to other entities (sub-subcontractors) only with ENGIE's specific, prior and written authorisation. Even if ENGIE authorises subcontracting, the Supplier shall be fully liable to ENGIE for the subcontractor's compliance with its obligations;

7.4.10. as soon as the relationship between the Parties is terminated, for whatever reason, and at ENGIE's discretion, delete or return all personal data to which it has access in the context of the provision of the services and delete all copies in its possession, within a maximum period of 30 (thirty) days, unless it is obliged to retain them by virtue of mandatory law, in which case it must inform ENGIE in writing of this obligation, specifying the data covered and the rules imposing their retention;

7.4.11. notify ENGIE in writing, as soon as possible and no later than 24 (twenty-four) hours, of any breach of security of which it becomes aware and which accidentally or unlawfully results in the destruction, loss, alteration, unauthorised disclosure of or access to personal data processed under subcontracting arrangements.

8. HUMAN RESOURCES

8.1. It is the Supplier's sole responsibility to recruit and select the human resources to be assigned to the execution of the Contract and to comply with all legal and contractual obligations towards its workers, particularly of a labour and tax nature, as well as to exercise management and disciplinary powers over them.

8.2. The Supplier must ensure that the workers and collaborators who participate in the execution of the Contract have the appropriate technical qualifications and moral suitability for this purpose.

8.3. The Supplier is responsible for all work or activities carried out, regardless of the person carrying them out, and is liable for all acts and/or omissions.

and for contractual breaches arising from the conduct of the workers and service providers it uses for the purposes of executing the Contract.

8.4 The Supplier's human resources shall carry out their activities with full autonomy, so that under no circumstances may it be implied that there is an employment relationship between them and ENGIE, and, when so requested, the Supplier shall submit an up-to-date statement attesting that the designated and identified workers have their employment situation legalised.

8.5. The Supplier guarantees that the hiring of the human resources who will carry out the activities covered by the Contract will be carried out in accordance with the applicable legislation, with respect for workers' rights and human rights in general.

8.6. The Supplier is obliged to comply with all legal and regulatory standards, whether national or international, relating to human rights, the environment and Occupational Health and Safety (OHS), adopting the best occupational health and safety practices, and is responsible for bearing all related costs and charges.

8.7. The Supplier guarantees and is obliged to ensure that its suppliers and, in the event of subcontracting, its subcontractors and any third parties involved in the performance of the Contract, comply with all the standards referred to in this Clause.

8.8. The Supplier declares and guarantees that, in the 6 years prior to the conclusion of the Contract, it has complied with all national and international laws and regulations relating to OHS.

8.9. The Supplier undertakes to keep all its personnel insured against accidents at work and to provide ENGIE with copies of the policies taken out on request, and the same applies to subcontractors.

9. INFORMATION, SUPERVISION AND AUDITING DUTIES

9.1. In situations in which the execution of the Contract involves carrying out activities, in whole or in part, on ENGIE's premises or on premises for which ENGIE is responsible, the Supplier undertakes to provide all the appropriate information to comply with its obligations under labour legislation and the promotion of occupational health and safety.

9.2. The Supplier's compliance with its labour, social security and occupational health and safety obligations may be monitored and audited by ENGIE, which shall take all reasonable steps to this end.

9.3. For the purposes of complying with the provisions of the previous paragraph, the Supplier shall appoint an employee with management and coordination functions, who shall in all cases be responsible for

for establishing and maintaining contact with ENGIE and for supervising and supervising the workers who will carry out their activities within the scope of the Contract.

9.4. The workers assigned by the Supplier to the performance of the Contract shall not be under ENGIE's control and shall remain subject to the Supplier's management and disciplinary powers. The performance of the rights and duties arising from the Contract, as well as the Supplier's exercise of its rights to information, supervision and auditing aimed at the fulfilment of the obligations legally required under the terms of the labour legislation and the promotion of occupational health and safety in force, may not be considered as evidence of the existence of an employment relationship with ENGIE.

10. COMPETITION

10.1. In case of doubt, the provisions of the Contract shall be interpreted in accordance with the applicable national and international legislation on Competition Law, in particular Articles 101 and 102 of the Treaty on the Functioning of the European Union and Law no. 19/2012 of 8 May.

10.2. The parties undertake to execute the Contract in strict compliance with the legislation referred to in the previous paragraph, refraining from adopting any and all practices that restrict competition.

10.3. The Supplier also guarantees compliance with the rules referred to in paragraph 1 by its own suppliers, subcontractors and any third parties involved in the performance of the Contract.

10.4. The Supplier declares and guarantees that, in the 6 years prior to the conclusion of the Contract, it has complied with all applicable national and international legislation on Competition Law.

11. ETHICS

11.1. The Supplier recognises that it has read and adheres to ENGIE's ethical and sustainable development commitments, as stipulated in ENGIE's reference documentation, available at www.engie.pt, including the Code of Ethical Conduct and its Monitoring Plan.

11.2. The Supplier represents and warrants that it is aware of and observes the laws applicable to the Contract and its activities, in particular anti-corruption legislation such as Decree-Law 109-E/2021 of 9 December, the UK Bribery Act and the Foreign Corrupt Practices Act ("FCPA") of the United States of America,), and French law n° 2016-1691 of 9/12/2016 ("Loi Sapin II"), or any other Law applicable to the Parties and their Affiliates in their respective countries of incorporation and/or their nationality and/or residence ("Anti-Corruption Laws"), as well as on the purpose of such Anti-Corruption Laws.

11.3. The Supplier represents and warrants to ENGIE that in carrying out the subject matter of this Contract it has not, directly or through subcontractors or suppliers, violated the Anti-Corruption Laws.

11.4. The Supplier represents and warrants to ENGIE that it will comply (and has complied for six years prior to the signing of the Contract) with the rules of international law and national law applicable to the Contract (including any amendments during the term of said order or contract) relating to:

- (a) fundamental human rights, in particular the prohibition (i) on the use of child labour or any other form of forced or compulsory labour; (ii) on all forms of discrimination within its company and in relation to its suppliers and subcontractors;
- a) Embargo, arms and drug trafficking and terrorism;
- b) Trade, import and export licences and customs;
- c) The health and safety of employees and third parties;
- d) Employment, immigration, the prohibition of illegal labour;
- e) Environmental protection;
- f) Economic offences, including bribery, fraud, influence peddling (or equivalent offence under applicable national law), embezzlement, theft, forgery and use of fraudulent documents, and any related offences
- g) Money laundering;
- h) Competition law.

11.5. During the performance of the Contract, the Supplier agrees to act, within the scope of the Contract and in the conduct of its activities, at all times in an ethical manner, avoiding any illegal, coercive or fraudulent commercial practices, and undertaking to: (i) not promise, offer, give or receive, directly or indirectly, any financial or non-financial advantages, gifts, agreements, payments, donations, political contributions, fees, gratuities, commissions or any other undue remuneration(s) or benefits of any kind, especially to Government Officials, employees or candidates for political office, including for the purpose of influencing an official decision or action, for any purpose; (ii) not forge, defraud, manipulate or omit facts or documents; (iii) ensure that all its directors, employees, subcontractors, suppliers, agents, affiliates, shareholders and related parties comply with the aforementioned obligations.

11.6. The Supplier guarantees that it keeps and will keep its books, records, accounts and supporting accounting documents organised and accurate, ensuring that no transactions are kept off its books and that all transactions are duly recorded and documented from the outset.

11.7. The Supplier shall notify ENGIE within 15 (fifteen) days if it becomes aware that it, or any of its subsidiaries, or any of their respective shareholders/partners, administrators, employees, agents, representatives, related parties, as well as suppliers, contractors or subcontractors related to the Contract are involved in an investigation, enquiry, action, procedure and/or judicial or administrative proceeding, conducted by a national or foreign administrative or judicial authority, relating to the practice of harmful acts or crimes against the economic or tax order, the financial system, the capital market or the public administration, national or foreign, of "laundering" or concealment of goods and capital, rights and values, terrorism or financing of terrorism, provided for in the applicable national and/or foreign law, as long as they are not under secrecy or secrecy of justice.

11.8. In the event of the above Clause, the Supplier shall, upon request, provide a copy of any decisions handed down and any judicial or extrajudicial agreements signed within the scope of the aforementioned proceedings, as well as detailed information on the measures adopted in response to such proceedings.

11.9. If ENGIE becomes aware that there has been a breach of any of the obligations assumed in this Clause 11, (i) it shall have the right, but not the obligation, to request that the Supplier provide proof that it has taken the necessary measures to ensure that the commitments assumed under this Clause have been complied with; and (b) it shall have the right, but not the obligation, to request an audit, the costs of which shall be borne by the Supplier, the Supplier undertaking to give access to its facilities and to provide the information and documents that may be requested for the purposes of the audit.

11.10. Any breach by the Supplier of the provisions of this Ethics and Sustainable Development Clause constitutes a serious breach of contract which authorises ENGIE to suspend and/or terminate the Contract at its sole discretion, without the Supplier being entitled to any reimbursement of costs or compensation.

12. SUSTAINABLE DEVELOPMENT POLICIES

12.1. The Supplier must comply with ENGIE's Environmental, Safety and Occupational Health Policies, available at: <https://engie.pt/>, which it declares it is aware of and undertakes to make known to its employees, subcontractors and relevant third parties.

12.2. At ENGIE's written request, the Supplier shall, at its own expense, assess its performance in environmental and ethical terms, in particular with regard to sustainable purchasing and compliance with human rights standards. This assessment shall be carried out by a third party appointed by ENGIE.

12.3. Failure by the appointed third party to carry out the assessment within the period referred to in the previous paragraph shall be deemed to be a breach of the Contract, and ENGIE shall be entitled to suspend and/or terminate the order or the contract under the terms and conditions laid down.

12.4. The Supplier also undertakes to actively co-operate with ENGIE and to act in such a way as to enable ENGIE to fulfil its obligations, in particular by undertaking to implement the measures set out in the Surveillance Plan and to immediately notify ENGIE of any circumstance that constitutes or is likely to constitute a serious infringement.

13. INSPECTIONS AND NON-COMPLIANCE WITH COMPANY POLICIES

13.1. ENGIE may, at any time, demand proof from the Supplier that it has fulfilled its contractual obligations, as well as carry out or have carried out, at its own expense, audits, subject to prior notice.

13.2. In the course of the audits referred to in the preceding paragraph, ENGIE shall be entitled to take all appropriate steps to this end, and the Supplier undertakes to grant ENGIE's employees access to its premises and any information and/or documentation requested of them for this purpose.

13.3. Any breach by the Supplier of the provisions relating to OHS, competition, integrity and the prevention of corruption and ethics and sustainable development policies shall be deemed to be a serious breach of contract, and ENGIE shall be entitled to immediately suspend performance of the Contract and/or terminate the order or the contract, at its sole discretion, in accordance with the terms and conditions laid down, without the Supplier being granted any right to reimbursement of costs or compensation.

14. PERFORMANCE OF THE SUPPLY

14.1. The Supplier undertakes to carry out the supply of the goods or services under this Contract in compliance with all the technical requirements and conditions, in the agreed quantities and within the contracted deadlines.

14.2. The Supplier shall notify ENGIE in good time of any circumstance that may hinder or condition the full and timely fulfilment of the supply of goods or services.

14.3. The Supplier undertakes to inform ENGIE of any deviation in the specifications, characteristics and requirements of the goods and services to be supplied, proposing any changes it deems necessary for the fulfilment of the Contract.

14.4. Any changes to the specifications, characteristics and requirements of the goods and services to be supplied, as well as to the execution or completion deadline, must be approved in advance in writing by ENGIE.

15. QUALITY CONTROL

15.1. The Supplier shall be responsible for the quality of the goods and services to be supplied to ENGIE.

15.2. ENGIE shall have the right, at any time and even after delivery, to carry out such inspections, audits, surveys and tests of materials and processes as may be appropriate to control the quality of the goods and services, and may visit the Supplier's premises for this purpose whenever it so wishes, subject to reasonable notice of no less than three days.

15.3. Inspections and audits in no way affect the Supplier's responsibility for the quality of the goods and services.

15.4. If during the inspection and audit ENGIE detects any non-conformities with the established contractual conditions, the costs of the actions in question shall be borne by the Supplier, without prejudice to any other rights that ENGIE may have under the terms of the Contract and applicable legislation, namely the right to refuse the non-conforming goods.

16. PACKAGING, STORAGE AND TRANSPORT

16.1. The goods to be supplied must be duly packaged and wrapped in such a way as to preserve their state of conservation in accordance with their usual form of storage.

16.2. All costs relating to the packaging and transport of the goods, including any insurance, shall be borne by the Supplier and are deemed to be included in the price.

16.3. Unless expressly authorised in writing by ENGIE or agreed otherwise, the Supplier may not pack goods corresponding to different orders or requests together.

17. DELIVERY

17.1. The deadlines and place of delivery of the goods or completion of the services to be supplied are those agreed in the contractual documents and constitute an essential condition of the Contract.

17.2. Where applicable, all supplies must be accompanied by a delivery note or equivalent document containing the legal information required for this purpose and identification of the corresponding Purchase Order, as well as the technical documentation to be delivered to ENGIE.

17.6. Acceptance of goods supplied and/or services rendered after the delivery deadlines does not imply, in any way whatsoever, that ENGIE waives the aforementioned rights.

17.7. If the Supplier delivers the Goods before the agreed date, ENGIE shall have the right, at its option, to return them to the Supplier or to store them, with the costs of return or storage, as the case may be, being borne by the Supplier.

17.8. The risk of the Goods perishing or deteriorating shall be borne by the Supplier until they are delivered to ENGIE, whereupon the Supplier shall be responsible for their safekeeping and conservation until such time.

18. ACCEPTANCE OF GOODS AND SERVICES

18.1. The goods and services supplied shall only be deemed to have been accepted once ENGIE has verified that they fulfil the contractually agreed requirements and conditions.

18.2. The Supplier shall carry out all the tests, trials and commissioning actions for which it is responsible, under ENGIE's monitoring and supervision.

18.3. The transfer of risk and ownership of the goods or services takes place upon receipt and acceptance by ENGIE.

18.4. When the goods or services to be supplied do not correspond, in whole or in part, to the requirements and conditions established in the Contract Documents, ENGIE shall have the right to reject them, with the Supplier being obliged to repair or replace them, as well as to bear all the costs inherent in their return, repair and/or replacement.

18.5. Alternatively, ENGIE may choose to accept the goods and services supplied, in which case a document proving receipt shall be drawn up, specifying all the non-conformities detected and establishing the deadlines for resolving these non-conformities, with the Supplier being obliged to eliminate them at its sole expense, under the agreed terms.

18.6. ENGIE's rights set out in the preceding paragraphs are without prejudice to the right to terminate the contract under the terms set out below.

19. PRICES

19.1. The prices include all costs and expenses inherent in the execution of the supply, namely packaging, loading, dispatch, transport, unloading and insurance.

19.2. Unless the Contract Documents contain a mechanism for reviewing or updating prices, prices shall be fixed and shall not be subject to adjustment.

19.3. Prices also include all taxes, levies and duties in force at any given time, as well as all costs, expenses and charges related to the transport, import and export of the same.

19.4. The risk of variations in the rules governing the incidence and amounts of the taxes, levies and charges referred to in the preceding paragraphs shall be borne by the Supplier, who shall not be entitled to any price adjustment as a result of such changes.

20. PAYMENT TERMS

20.1. The prices of goods and services shall be invoiced upon delivery or completion, unless otherwise agreed in writing.

20.2. Unless otherwise agreed in writing, invoices are due within 60 days of receipt by ENGIE.

20.3. Payments will be made by bank transfer to the bank account indicated by the Supplier when registering, and proof of transfer will serve as full discharge of ENGIE's payment obligation.

20.4 Payment will only be made after the invoice has been analysed for compliance.

20.5 If the invoice is found to be incorrect, ENGIE may withhold the part of the price to which it has objections and pay the remainder.

21. INVOICES

21.1. Invoices must clearly state the Purchase Order number and include the other elements required by the legislation in force, and must be sent electronically in certified PDF format - invoice with electronic signature to the invoicing address set out in the Purchase Order.

21.2. Where applicable, all invoices must be issued in such a way as to give ENGIE the right to deduct, withhold or pay any taxes or duties that it has or may deduct, withhold or pay under the terms of the applicable legislation.

21.3. Invoices may be returned if they do not comply with the applicable provisions, if the amounts or quantities invoiced are incorrect or if the goods or services supplied do not comply with the applicable provisions.

In the event of a return, the payment period will begin to run from the date of receipt of the new, duly corrected invoices.

21.4. Invoices must be submitted in the contractual currency, which, unless otherwise agreed in writing, shall be the currency that is legal tender in the place of ENGIE's registered office.

22. GUARANTEE

22.1 Unless a legal provision provides for a longer period or a written agreement to the contrary, the warranty period for the goods and services supplied shall be at least two years from the date of acceptance.

22.2. ENGIE shall notify the Supplier of any defects detected.

22.3. The Supplier shall be obliged to remedy all defects relating to the goods and services covered by the Contract at its own expense, within the time limits set by ENGIE for this purpose and under conditions deemed satisfactory by ENGIE.

22.4. If the Supplier fails to remove defects in accordance with the terms of the preceding paragraph, or in urgent cases where such immediate removal is necessary to prevent major risks or damage, ENGIE shall have the right, at the Supplier's expense, to remove the defects detected itself or have them removed by a third party appointed by it, and the Supplier shall reimburse ENGIE for all costs incurred.

22.5 Components and materials incorporated into the goods under warranty shall enjoy a new warranty period of at least two years from the date of incorporation.

23. SUBCONTRACTING AND ASSIGNMENT OF THE CONTRACTUAL POSITION

23.1 Without ENGIE's prior written agreement, the Supplier may not subcontract the supply to third parties, in whole or in part.

23.2 In the event of subcontracting authorised by ENGIE, in whole or in part, the Supplier shall remain solely responsible to ENGIE for compliance with the Contract.

23.3 The Supplier may not assign, in whole or in part, its contractual position in the Contract, or any rights arising therefrom, without ENGIE's prior written consent.

23.4 ENGIE may freely assign its contractual position in the Contract to any ENGIE Group company without notifying the Supplier.

24. UNFORESEEABLE CIRCUMSTANCES OR FORCE MAJEURE

24.1 In the event of unforeseeable objective circumstances beyond the control of the parties which prevent the fulfilment of their respective obligations, neither party may be held liable for the non-fulfilment of such obligations under the terms of the applicable law.

24.2 The Supplier shall notify ENGIE in writing as soon as possible, and in any event no later than two days from the date on which it becomes aware of them, of the cause, beginning and foreseeable end of the force majeure situation. Only those obligations that are demonstrably impeded by the force majeure situation shall be suspended for the duration of the impediment, without either Party being entitled to reimbursement of expenses incurred as a result of the force majeure situation.

24.3 The following circumstances shall not be considered acts of God or force majeure:

- a) Lack of labour and/or materials;
- b) Delay or non-fulfilment by subcontractors;
- c) Strikes, lock-outs and other measures to resolve labour disputes;
- d) Pandemic situation associated with Covid-19.

24.4 If the force majeure situation continues for a period whose duration makes it unsustainable for ENGIE to maintain the contractual relationship, the Supplier recognises and accepts that ENGIE may, by means of a reasoned decision, terminate the Contract, upon payment corresponding to the goods and services that have been accepted and not yet paid for.

25. INSURANCE

25.1 The Supplier shall take out, at its own expense, and keep in force, for the duration of the Contract and with insurance companies of proven solvency, all the insurances required by law, as well as any others required of it in the Contract Documents.

25.2 The Supplier shall also ensure, if applicable, that an Environmental Liability Financial Guarantee is set up whenever the activities under its responsibility under the Contract fall within the scope of Annex III of Decree-Law no. 147/2008, of 29 July, and it shall be fully responsible for repairing any environmental damage that may arise from the tasks under its responsibility or those of subcontractors, in the event of subcontracting, under the Contract.

25.3 If requested, the Supplier shall provide ENGIE with proof that it has taken out and maintained in force at all times each of the insurances required in the Contract Documents, with the cover provided for therein, as well as proof of payment of the respective premiums.

25.4 During the performance of the Contract, the Supplier must inform ENGIE of any incidents affecting the validity and conditions of the insurances taken out. In the event of subcontracting, the Supplier undertakes to ensure that subcontractors take out and keep in force the aforementioned insurances.

26. LIABILITY

26.1. Each party undertakes to fulfil its obligations under the Contract on time and shall be liable to the other party for any losses arising directly from the party's failure to do so

26.2. The Supplier shall be solely responsible for the supply of the goods and services, and shall therefore assume responsibility for the tasks carried out by its employees involved in their execution, as well as for the activities carried out by any subcontractors.

26.3. The Supplier shall be liable for any charges, costs or compensation arising from damage caused to ENGIE or third parties as a result of defects in the goods and services supplied to ENGIE, even if these have not been detected through the inspections and surveys carried out by ENGIE.

26.4. The Supplier shall assume full non-contractual liability for any and all damages, both pecuniary and non-pecuniary, caused by itself, its collaborators and its subcontractors to ENGIE, its collaborators or employees and/or any third parties.

27. RESOLUTION

27.1. ENGIE shall have the right to terminate the Contract, in whole or in part, in the following cases:

- a) Supplier's insolvency failure to fulfil its obligations;
- b) A breach of contract by the Supplier which, being remediable in ENGIE's opinion, is not remedied by the Supplier within the reasonable period set by ENGIE for this purpose;
- c) Dissolution or liquidation, whether voluntary or administrative, as well as the initiation of any judicial or extrajudicial proceedings to establish the Supplier's liabilities, in particular insolvency or administrative proceedings for agreement with creditors;
- d) Cessation, for whatever reason, of the Supplier's activity or aba;
- e) Non-fulfilment by the Supplier of another contract to which an Engie Group company is a party;
- f) Corporate change or objective modification of the Supplier's structure that demonstrably has a negative impact on the performance of the Contract;
- g) A case of force majeure that makes it definitively impossible to fulfil all or part of the Contract;

h) The occurrence of any other grounds for cancellation provided for in the Contract or in law.

27.2. Termination shall always be communicated to the Supplier by registered letter with acknowledgement of receipt, with effect from the date of receipt.

27.3. In the event of total or partial cancellation, ENGIE shall pay the Supplier the part of the price corresponding to the goods and services that have been accepted and not yet paid for, and the Supplier shall reimburse ENGIE for the surplus it has received, as the case may be, without prejudice to any penalties or indemnities that may be due as a result of the breach.

28. PENALTIES

28.1. Failure to comply with interim contractual deadlines or delivery/completion deadlines, when attributable to the Supplier, entitles ENGIE to demand from the Supplier, as a penalty clause, an amount of one per cent of the total agreed price, for each week of delay or fraction thereof, up to a maximum of twenty per cent of that price, unless the Contract Documents state a different amount or percentage. The application of penalties for delay shall be without prejudice to the Supplier's obligation to fulfil the supply or compensation for damages arising from its delay, which shall remain in full. Irrespective of the application of penalties for delay, ENGIE may terminate the Contract in the event of the Supplier's delay, pursuant to clause 27.

28.2. Failure by the Supplier to comply with contractual obligations for which there is no other specific penalty clause in the Contract entitles ENGIE to demand from the Supplier, as a penalty clause, an amount of one per cent of the total value of the Contract for each failure to comply, unless the Contract Documents state a different amount or percentage. If the Supplier fails to remedy the breach within five days of its occurrence, ENGIE may additionally demand one per cent of the total value of the Contract per day until the breach is remedied.

28.3. Under no circumstances do these penalties exclude the Supplier from having to remedy the non-conformity in question. In the event of more than one non-compliance, even if simultaneous, the Supplier is subject to the application of the penalties provided for in the Contract cumulatively, according to the non-compliances that occur.

28.4. The penalties imposed under the terms of this Agreement shall be considered as liquid and enforceable credits, ENGIE being authorised to offset such credits against any debts it may have towards the Supplier, as well as to deduct their value from the guarantees offered.

28.5. The amount of the fines provided for in this Agreement shall be updated in accordance with the adjustments to the Agreement.

28.6. In the event of early termination by the Supplier, the Supplier shall be subject to a penalty of five per cent of the price of the goods or services in question, without prejudice to other penalties provided for in the Contract.

28.7. The payment of penalties under the terms of this Contract shall not prejudice ENGIE's right to claim compensation for excess damages or to terminate the Contract.

29. NOTICES

Unless otherwise specified by ENGIE, notices required to be given under the Contract shall be given in writing by registered letter with acknowledgement of receipt where this is the form required by the Contract Documents or, failing this, by any other means of communication accepted by the parties to the addresses indicated in the Purchase Order and in the Acceptance of the Purchase Order or to other addresses communicated in writing between the parties for these purposes.

30. APPLICABLE LAW AND JURISDICTION

30.1. Unless otherwise expressly agreed in the Contract Documents, the Contract is governed by Portuguese law.

30.2. All disputes arising from the Contract shall be settled by the Judicial Court of the District of Lisbon.

31. GENERAL PROVISIONS

31.1. The invalidity of any provision of the Contract shall not affect the validity of the remaining provisions.

31.2. The Contract does not imply the existence of any link of solidarity between the Supplier and ENGIE, each of them being responsible for the obligations arising from their respective activities, of whatever nature, the parties declaring that there is no corporate, labour, tax or social security link between them.

31.3. Tolerance by either party of any breach of the provisions of the Contract shall not in any case constitute novation or waiver of any right.

31.4. The Supplier declares that it is aware and agrees that after the conclusion of the Contract ENGIE will carry out an evaluation of its performance, taking into account the quality of the execution of the object, compliance with health and safety requirements, environmental requirements, among others, and the result of said evaluation may be taken into account by ENGIE in the evaluation of proposals that may

be submitted by the Supplier for future contracting scopes. The qualification process is unilateral and confidential. ENGIE may make available to the Supplier the classification obtained in the evaluation actions at the Supplier's formal (written) request.

32. MANDATORY PROVISIONS

32.1 Whenever any provision of the Contract contravenes a mandatory legal provision applicable to it, the parties shall replace the affected provision with another that complies with the law and achieves an economic result as close as possible to that which would result from the application of the replaced provision.