



GENERAL TERMS OF PURCHASE OF GOODS AND SERVICES

1. SCOPE OF APPLICATION

1.1 These General Terms apply to purchases of goods and services made by entities controlled by the ENGIE Group in Portugal (“**ENGIE**”) from any third-party entity (the “**Supplier**”) and they regulate the rights and obligations of each Party within the scope of the attendant contractual relationship.

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

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

1.4. The Supplier acknowledges that these General Terms are fully known to it and that it is fully bound thereby.

1.5. Any derogation or alteration, total or partial, of the provisions of these General Terms must be contained in a specific written document or in specific conditions of these General Terms, which must be set down in writing and signed by the legal representatives of both Parties; if they exist, said specific contractual documents will prevail over these General Terms.

1.6. If a written Contract is entered into to specifically regulate a contractual relationship between ENGIE and the Supplier, the clauses of said contract will prevail over those established in these General Terms in the event of any discrepancy. As regards everything not regulated by said Contract, the provisions of these General Terms shall apply.

1.7. The documents referred to in the previous paragraphs will constitute, along with these General Terms, and to the extent that they are not excluded by the rules of prevalence referred to above, the Contractual Documents to which the contractual relationship between ENGIE and the Supplier (Contract) will be subject.

1.8. Any terms or specifications that the Supplier may insert in documentation of whatsoever nature - including, but not limited to, in its proposal or in general terms that it uses in the supply of its goods or in the rendering of its services - which are contradictory to the provisions of the Contractual Documents and which have not been specifically accepted by ENGIE through a signature by its legal representative - shall be null and void.

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, under the precise terms contained therein and in the Contractual Documents applicable thereunto under the terms of the previous clause. The Purchase Order will contain the identification of the ENGIE Group entity responsible for the contract.

2.2. Acceptance of a Purchase Order by the Supplier implies full knowledge and agreement without reservations or limitations to the respective content and the content of the remaining applicable Contractual Documents, deeming the Contract to have been entered into between the parties on said date, unless some other date derives from the Contractual Documents.

2.3. The Supplier must confirm in writing to ENGIE the Acceptance of a Purchase Order within the period indicated in the Purchase Order itself, or in the absence of a specific indication of the period, within five days calculated as from its receipt, with it being the case that even if the Supplier fails to confirm in writing to ENGIE acceptance of the Purchase Order within the established period, it will be deemed to have been accepted.

3. SCOPE OF THE CONTRACT

3.1. The carrying out of all activities and operations ancillary and/or complementary to the performance of the Contract (such as transportation, loading, unloading, testing, carrying out of trials, assembly and commissioning of goods or services) is deemed to be included within the scope of the Contract, provided that they are necessary in order to fully comply with the purpose of the Contract.

3.2. All materials, documents and other elements that are necessary for the correct functioning, operation and/or maintenance of the goods to be supplied are also deemed to have been included, even if not specifically mentioned or wholly specified in the Contractual 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 carried out and, in particular, to the supply of the goods and/or services contracted;
- b) Obtain and maintain in force throughout the contractual term all authorisations, certifications, licenses and other formalities necessary for the carrying out of its activity in general and those applicable to the provision of services or products, namely licenses or administrative authorisations;

- c) Maintain and demonstrate, whenever required by ENGIE, that its situation with the social security and the tax authority is in order;
- d) If it has been specifically authorised by ENGIE to use the brands, logos or other distinctive signs of the ENGIE Group, it undertakes to make said use for the exclusive purpose of performing the Contract and to comply with all instructions and rules relating to said use that may be communicated to it by ENGIE, undertaking to immediately cease use thereof if requested by ENGIE.

5. INDUSTRIAL AND INTELLECTUAL PROPERTY

5.1. Any and all materials and documentation delivered by ENGIE to the Supplier for the purposes of performing the Contract may only be used by the Supplier for this exclusive purpose, with respect for the intellectual and industrial property rights that apply thereunto and they must be returned to ENGIE as soon as this has been requested.

5.2. The Supplier must demonstrate that it is the holder of all industrial and intellectual property rights necessary to carry out compliance with this Contract or it must obtain in its name or in the name of ENGIE, as applicable, any licenses or authorisations that allow ENGIE to fully use the goods and services purchased from the Supplier in a regular manner.

5.3. In particular, the Supplier guarantees that performance of the Contract will not violate the industrial and intellectual property rights of third parties, undertaking to fully compensate ENGIE should it incur any loss or liability by dint of the improper use of materials, documents and information owing to an infringement of third-party intellectual and/or industrial property rights.

5.4. Unless otherwise agreed in writing in the Contractual Documents, all designs, drawings, software, studies, reports and other original creations prepared by the Supplier to carry out the supply will belong to ENGIE.

6. CONFIDENTIALITY

6.1. The Supplier undertakes to keep absolutely and strictly confidential any information which it has or which it learns of as a result of the performance of these General Terms, or in connection therewith, including all information received before their implementation (namely, information that contains data of an organisational, technical, commercial, financial or other nature, 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 they access, being responsible for any breach of the duty of non-disclosure by them.

6.3. The confidentiality obligation will remain in force after the termination of the contractual relationship between the Parties, regardless of the reason why this occurs.

6.4. Any public disclosure of confidential information relating to the relationship entered into between the Parties must be subject to the prior written approval of ENGIE.

6.5. The Supplier must inform ENGIE forthwith if it becomes aware of, or has reasonable fears, that confidential information has been or will be disclosed to a third party.

6.6. The Supplier must also destroy all documents, records and files containing confidential information, both the originals or copies, whatever the respective media, as soon as the reason for their being made available by ENGIE ceases and, in any case, after the termination of the contractual relationship between the Parties.

6.7. The Supplier is responsible for any losses deriving from the failure to comply with confidentiality obligations.

7. PERSONAL DATA

7.1. Each Party will process, solely and exclusively, the personal data of the signatories and their respective interlocutors of the other Party which are necessary for the purposes of the signing process and administrative management of these General Terms and the contractual relationship entered into, with said data being processed on the basis of the performance of the contractual relationship and in the legitimate interest of the Parties, with the Parties assuming the capacity of data controllers, under the terms provided for in the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, regarding the protection of natural persons with regard to the processing of personal data and the free movement of such data – “GDPR”), in Law no. 58/2019 of 8 August and any other applicable legislation on the protection of personal data (referred to jointly as the “Data Protection Regime”).

7.2. The personal data of the signatories and interlocutors of the other Party will be kept for as long as the contractual relationship between the Parties continues and/or for any additional period that is necessary for the purposes of complying with legal obligations or for the declaration, exercising or defence of a right in a judicial proceeding.

7.3. These data will be made available directly by the Parties, with each Party being responsible for ensuring compliance with applicable legal obligations in this regard. Both Parties will guarantee to data subjects, under the legally stipulated terms, their rights of access, rectification, erasure or limitation of processing, data portability or opposition to processing, upon a written request addressed to the Party which is acting as the data controller. Any requests to ENGIE should be sent to the following address: protecao.dados@engie.com. Without prejudice to any other means of administrative or judicial recourse, data subjects are also entitled to submit a complaint to the CNPD

(*Portuguese National Data Protection Commission*) or other competent supervisory authority under the law, if they believe that the processing of their data violates the legal regime in force.

7.4. Without prejudice to the previous paragraphs, if the Supplier processes personal data on behalf of ENGIE as a processor, the obligations set out in the Data Protection Regime and in the Contractual Documents or in the Personal Data Processing Agreement to be entered into between the Parties will apply. In any case, the Supplier must comply with the obligations set out in the following numbers:

7.4.1. comply with and enforce any applicable legal and regulatory standards regarding the privacy and protection of personal data for as long as these General Terms are in force and even after their performance or termination in any way;

7.4.2. Process personal data lawfully, 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 provision of services relates and always only upon documented instructions from ENGIE, including, with regard to international data transfers, unless it is obliged to do so by force of mandatory law, in which case it must inform ENGIE in writing of this obligation, of the rules that so require and the personal data covered, before processing;

7.4.3. ensure the confidentiality of personal data processed within the scope of the provision of products/services and ensure that only employees under its authority who are bound by non-disclosure obligations, who follow ENGIE's documented instructions and whose processing is strictly necessary for performance, will have access to this data for the performance of the obligations contained in these General Terms;

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

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

7.4.6. provide assistance to ENGIE in order to specifically ensure compliance with its legal obligations relating to the security of processing, the reporting of a breach of personal data, carrying out impact assessments on data protection and prior consultation, or any other obligations that pertain to ENGIE with regard to data protection, taking into account the nature of the processing and the information available to the Supplier;

7.4.7. make available, forthwith and without delay, to ENGIE, all the information necessary to demonstrate compliance with legal obligations regarding personal data, as well as to facilitate and

contribute to any audits, including inspections, conducted by ENGIE or any other third party mandated by the latter;

7.4.8. not copy, reproduce, modify, adapt, erase, destroy, disseminate, transmit, disclose or otherwise make available to third parties the personal data to which it has access or which are transmitted to it by ENGIE, without having been instructed to do so, in writing, by ENGIE;

7.4.9. outsource to other entities (sub-processors) only with specific, prior authorisation in writing from ENGIE. Even if ENGIE authorises the sub-processing, the Supplier will be fully responsible vis-à-vis ENGIE for the fulfilment of the sub-processor's obligations;

7.4.10. as soon as the relationship between the Parties ends, regardless of the reason why this may have occurred, and at the discretion of ENGIE, delete or return all personal data to which it has access in the context of the provision of services and delete all copies it has in its possession, within a maximum period of 30 (thirty) days, unless it is obliged to keep them by dint of mandatory law, in which case it must inform ENGIE in writing of this obligation, specifying the data covered and the rules that impose said retention;

7.4.11. notify ENGIE in writing, as soon as possible and within a maximum period of 24 (twenty-four) hours, about any security breach it becomes aware of and which causes, accidentally or unlawfully, the unauthorised destruction, loss, alteration, disclosure or access to personal data processed under sub-processing arrangements.

8. HUMAN RESOURCES

8.1 The Supplier is exclusively responsible for the recruitment and selection of human resources to be used for the performance of the Contract and the fulfilment of all legal and contractual obligations vis-à-vis its employees, particularly of a labour and tax nature, as well as the exercising of management and disciplinary authority over them.

8.2. The Supplier must ensure that the workers and employees who participate in the performance of the Contract have the appropriate technical qualifications and moral integrity to this end.

8.3. The Supplier is responsible for all work or activities carried out, regardless of who carries them out, being responsible for all acts and/or omissions thereof and for any contractual breaches arising from the conduct of workers and service providers that it uses for the purposes of performing the Contract.

8.4 The Supplier's human resources will carry out their activity with full autonomy, meaning that under no circumstances may it be implied that there is an employment relationship between them and ENGIE, and, when so requested, the Supplier will provide an updated statement, attesting that the workers designated and identified have their employment status in due legal order.

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

8.6. The Supplier is obliged to comply with all legal and regulatory standards, national or international, regarding human rights, environment and Occupational Safety and Health (OSH), adopting the best safety and health practices at work, being responsible for bearing all respective costs and charges.

8.7. The Supplier guarantees and is obliged to ensure that its suppliers and, in the case of outsourcing, 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 legal and regulatory standards, national or international, relating to OSH.

8.9. The Supplier undertakes to keep all its staff insured against occupational accidents and to submit copies of the policies taken out to ENGIE when requested, with the same applying in relation to outsourced entities.

9. INFORMATION, SUPERVISION AND AUDIT DUTIES

9.1. In situations where the performance of the Contract involves carrying out activities, in whole or in part, at ENGIE's facilities or at facilities for which it is responsible, the Supplier undertakes to provide all information appropriate for compliance with the obligations incumbent upon the former within the scope of employment legislation and the promotion of health and safety at work.

9.2. Compliance with employment, social security and occupational health and safety obligations by the Supplier may be monitored and audited by ENGIE, using all measures that can reasonably be considered appropriate for this purpose.

9.3. For the purposes of complying with the provisions of the previous paragraph, the Supplier must appoint a worker with management and coordination functions who will, in all cases, be responsible for establishing and maintaining contact with ENGIE and for supervising and managing the workers who duly provide their activity within the scope of Contract performance.

9.4. The workers that the Supplier assigns to the performance of the Contract are not dependent on ENGIE and they are subject to the Supplier's management and disciplinary authority. The exercising of any rights and duties deriving from the Contract cannot be considered as evidence of the existence of an employment relationship with ENGIE, nor can the exercising by the latter of the rights to information, inspection and audit intended to comply with legally required obligations under the terms of employment legislation and the promotion of health and safety at work in force.

10. COMPETITION

10.1. In the event of any doubt, the provisions of the Contract must be interpreted in accordance with applicable national and international legislation on Competition Law, namely articles 101 and 102 of the Treaty on the Functioning of the European Union and Act no. 19/2012 of 8 May.

10.2. The parties undertake to perform 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 standards referred to in 10.1 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 in the field of Competition Law.

11. ETHICS

11.1. The Supplier acknowledges 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 Vigilance Plan.

11.2. The Supplier declares and guarantees 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 no. 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 of their nationality and/or residence ("Anti-Corruption Laws"), as well as with regard to the purpose of said Anti-Corruption Laws.

11.3. The Supplier declares and guarantees to ENGIE that in carrying out the purpose of this Contract, it did not violate, directly or through subcontractors or suppliers, any Anti-Corruption Laws.

11.4. The Supplier declares and guarantees 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 changes during the term of said order or contract), relating to:

- a) Fundamental human rights, in particular the prohibition (i) from using child labour or any other form of forced or compulsory labour; (ii) 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 licenses and customs;
- c) The health and safety of employees and third parties;
- d) Employment, immigration, the prohibition of illegal work;
- e) Environmental protection;
- f) Economic crimes, including bribery, fraud, influence peddling (or equivalent offences 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 always act, within the scope of the Contract and in the conducting of its activities, in an ethical manner, avoiding any illegal, coercive or fraudulent commercial practices, and undertaking: (i) not to promise, offer, give or receive, directly or indirectly, any financial or non-financial advantages, offers, agreements, payments, donations, political contributions, fees, gratuities, commissions or any other remuneration(s)) undue benefits or benefits of any nature, especially to Government Authorities, employees or candidates for political office, including for the purpose of influencing an official decision or action, for any purpose; (ii) not to forge, defraud, manipulate or omit facts or documents; (iii) to 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 maintains and will maintain 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 properly recorded and documented from the outset.

11.7. The Supplier must notify ENGIE within 15 (fifteen) days if it becomes aware that it, or any of its controlled companies, or also, any of its respective shareholders/partners, directors, employees, agents, representatives, related parties, as well as suppliers, contractors or subcontractors related with the Contract are involved in any investigation, inquiry, action, procedure and/or process, judicial or administrative, conducted by a national or foreign administrative or judicial authority, relating to the practice of harmful acts or economic or tax crimes, crimes against the financial system, the capital market or public administration, national or foreign, "laundering" or the concealment of assets and capital, rights and securities, terrorism or the financing of terrorism, provided for in applicable national and/or foreign law , as long as they are not subject to judicial secrecy.

11.8. In the case of the Clause above, the Supplier must, upon request, provide a copy of any decisions rendered and any judicial or extrajudicial agreements signed within the scope of the aforementioned procedures, as well as detailed information on the measures adopted in response to said procedures.

11.9. If ENGIE becomes aware that a breach of any of the obligations assumed in this Clause 11 has occurred, (i) it will have the right, but not the obligation, to ask the Supplier to provide evidence that it has taken the necessary measures to ensure that the commitments assumed vis-à-vis this Clause have been complied with; and (b) it will have the right, but not the obligation, to request an audit, whose costs will be borne by the Supplier, with the Supplier undertaking to provide access to its facilities and to provide any 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, authorising ENGIE to suspend and/or terminate the Contract, at its sole discretion, without the Supplier being granted the right to any reimbursement of costs, indemnification or termination fee.

12. SUSTAINABLE DEVELOPMENT POLICIES

12.1. The Supplier must comply with ENGIE's Environmental and Occupational Health and Safety Policies, available at: <https://engie.pt/>, which declares to be familiar with the latter and it undertakes to inform its employees, subcontractors and relevant third parties.

12.2. Upon a written request from ENGIE, the Supplier must, at its own expense, evaluate its performance in environmental and ethical terms, particularly with regard to sustainable purchasing and compliance with human rights standards. This assessment must be carried out by a third party appointed by ENGIE.

12.3. The lack of any assessment to be carried out by the designated third party, within the period referred to in the previous paragraph, is regarded as a breach of the Contract, entitling ENGIE to suspend and/or terminate the order or contract, under the terms and conditions laid down.

12.4. The Supplier also undertakes to actively cooperate with ENGIE and to act in a way that allows it to fulfil its obligations, undertaking, in particular, to implement the measures set out in the Surveillance Plan and to immediately communicate to ENGIE any circumstance that constitutes or is likely to constitute a serious infringement.

13. INSPECTIONS AND NON-COMPLIANCE WITH ENGIE'S POLICIES

13.1. ENGIE may, at any time, demand from the Supplier proof of compliance with contractual obligations, as well as carrying out or arranging for audits to be carried out at its own expense, giving prior notice thereof.

13.2. During the audits referred to in the previous paragraph above, ENGIE is entitled to employ all appropriate measures to this end, with the Supplier undertaking to grant ENGIE employees access to its facilities and any information and/or documentation requested from them for that purpose.

13.3. Any breach by the Supplier of the provisions relating to OHS, competition, integrity and prevention of corruption and ethics and sustainable development policies is regarded as a serious contractual breach, with ENGIE having the right to immediately suspend the performance of the Contract and/or to terminate the order or contract, at its sole discretion, in accordance with the established terms and conditions, without the Supplier being granted any right to reimbursement of costs, indemnification or termination fee.

14. PERFORMANCE OF SUPPLY

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

14.2. The Supplier will communicate to ENGIE in a timely manner any circumstance that may hinder or place constraints on the full, timely fulfilment of the supply of goods or services.

14.3. The Supplier undertakes to inform ENGIE of any deviation found in the specifications, characteristics and requirements of the goods and services to be provided, immediately proposing the changes it deems necessary to comply with the Contract.

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

15. QUALITY CONTROL

15.1. The Supplier will be responsible for the quality of the goods and services to be provided to ENGIE.

15.2. ENGIE will have the right, at any time and even after delivery, to carry out any inspections, audits, surveys and tests of materials and processes that prove appropriate to control the quality of goods and services and it may visit the Supplier's facilities for this purpose whenever it so wishes, giving reasonable notice thereof which shall never be less than three days.

15.3. Inspection and audit actions in no way affect the Supplier's responsibility for the quality of goods and services.

15.4. If, during the inspection and audit actions, ENGIE detects any non-compliance with the established contractual conditions, the expenses for the actions in question will be borne by the Supplier, without prejudice to any other rights that may lie with ENGIE under the terms of the Contract and applicable legislation, namely the right to refuse non-compliant goods.

16. PACKAGING, STORAGE AND TRANSPORT

16.1. The goods to be supplied must be properly packaged and stored in such a way as to preserve their condition in accordance with their usual form of storage.

16.2. Any expenses related with the packaging and transportation of the goods, including any insurance, will be borne by the Supplier and they are deemed to be included in the price.

16.3. Unless specifically authorised in writing by ENGIE or otherwise agreed, the Supplier may not package goods together which pertain to different orders or requests.

17. DELIVERY

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

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

17.3. Acceptance of goods supplied and/or services provided outside delivery deadlines does not imply, for any reason whatsoever, that ENGIE waives the rights referred to above.

17.4. If the Supplier delivers the goods on a date earlier than the agreed date, ENGIE will be entitled, at its discretion, to return them to the Supplier or store them, with the costs of return or storage, as the case may be, being borne by the Supplier.

17.5. The risk of the goods perishing or deteriorating will be borne by the Supplier until such time as they are delivered to ENGIE, and the Supplier will thus be responsible for their safekeeping and storage up to that juncture.

18. ACCEPTANCE OF GOODS AND SERVICES

18.1. The goods and services provided are only deemed to have been accepted after verification by ENGIE that they comply with the contractually agreed requirements and conditions.

18.2. The Supplier will carry out all tests, trials and commissioning actions that are its responsibility, under the monitoring and supervision of ENGIE.

18.3. The risk and ownership of goods or services shall be transferred upon their receipt and acceptance by ENGIE.

18.4. When the goods or services to be supplied fail to meet, wholly or partially, the requirements and conditions laid down in the Contractual Documents, ENGIE will be entitled to reject them, with the Supplier being obliged to repair or replace them, as well as to bear any costs associated with their return, repair and/or replacement.

18.5 Alternatively, ENGIE may choose to accept the goods and services supplied, in which case documentary proof of receipt will be drawn up which shall specify any non-conformities detected and the deadlines for resolving these non-conformities will be established, with the Supplier being obliged to deal with them at its sole expense, under the terms agreed.

18.6 ENGIE's rights established in the previous numbers above do not affect the right to terminate the contract under the terms established below.

19. PRICES

19.1. Prices include all costs and expenses inherent in the carrying out of the supply, namely packaging, loading, shipping, transport, unloading and insurance.

19.2. Unless a price review or update mechanism is included in the Contractual Documents, prices will be fixed and will not be subject to adjustment.

19.3. Prices also include all taxes, contributions and fees in force at any time, as well as any costs, expenses and charges related with their transportation, import and export.

19.4. The risk of variations in the rules on the incidence and amounts of taxes, fees and charges referred to in the previous numbers is borne by the Supplier and the latter is not entitled to any price adjustment due to the aforementioned changes.

20. PAYMENT

20.1. Prices for goods and services will be billed upon delivery or completion, unless otherwise agreed in writing.

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

20.3. Payments will be made by bank transfer to the bank account indicated by the Supplier when registering, with the proof of transfer serving to fully discharge ENGIE's payment obligation.

20.4 Payment will only be made after ascertaining that the invoice is in order.

20.5 If any inaccuracies are detected in the invoice, ENGIE may retain that part of the price to which it has objections, duly paying the balance.

21. INVOICES

21.1. Invoices must clearly mention the Purchase Order number and include any other elements required by current legislation and an invoice with electronic signature must be sent electronically in certified PDF format to the billing address contained 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 the taxes or fees that it has or may deduct, withhold or pay under the terms of applicable legislation.

21.3. Failure to comply with applicable provisions, incorrect amounts or quantities billed or the non-conformity of the goods or services provided all constitute grounds for returning the invoices; in the event of any such return, the payment period will start as from the date of receipt of the new, duly rectified and correct invoices.

21.4. Invoices must be presented in the contractual currency, which, unless otherwise agreed in writing, will be the currency with legal tender at the place of ENGIE's registered office.

22. WARRANTY

22.1 Unless there is a legal provision that provides for a longer period or an agreement in writing otherwise, the warranty period for the goods and services provided will be at least two years as from the date of acceptance.

22.2. ENGIE will inform the Supplier of any defects detected.

22.3. The Supplier will be obliged to eliminate, at its own expense, any defects relating to the goods and services which are the object of the Contract, within the deadlines set by ENGIE to this end and under such terms as ENGIE deems satisfactory.

22.4. If the Supplier fails to carry out the actions to eliminate defects under the terms of the previous number, as well as in urgent cases in which said immediate elimination is necessary to prevent greater risks or damages, ENGIE will be entitled, at the Supplier's expense, to eliminate them itself, or to have the defects detected eliminated by a third party of its choice, with the Supplier having to reimburse ENGIE for any costs incurred.

22.5 The components and materials incorporated into the goods in performance of the warranty will enjoy a new warranty period of at least two years, calculated as from the date of their incorporation.

23. SUBCONTRACTING AND ASSIGNMENT

23.1 Unless previously agreed in writing by ENGIE, the Supplier may not subcontract the scope of the contract 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 will continue to be solely liable vis-à-vis 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 ensuing rights, without the prior written consent of ENGIE.

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

24. FORCE MAJEURE

24.1 If objective unforeseeable circumstances occur that are beyond the control of the parties and that prevent the fulfilment of their respective obligations, neither party may be held responsible for non-compliance with said obligations, in accordance with applicable law.

24.2 The Supplier must communicate in writing to ENGIE, as soon as possible, and in any case, within a period never exceeding two days as from the date on which it becomes aware thereof, the reason for, start and foreseeable end of the force majeure situation. Only obligations that remain demonstrably prevented by the force majeure situation will be suspended whilst the impediment persists, without either Party having the right to reimbursement of expenses deriving from the force majeure situation.

24.3 The following circumstances will not be regarded as unforeseeable circumstances or force majeure:

- a) Lack of labour and/or materials;
- b) Delay or non-compliance by subcontractors;
- c) Strike, lock-out and other measures to settle 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 acknowledges and accepts that ENGIE may, based on a reasoned decision, terminate the Contract, upon payment pertaining to the goods and services that have been accepted and have not yet been paid for.

25. INSURANCE POLICIES

25.1 The Supplier will take out, at its own expense, and maintain in force, during the term of the Contract and with insurance companies with proven solvency, any insurance policies required by law, as well as any other required in the Contractual Documents.

25.2. The Supplier will also ensure, where applicable, the formation of a Financial Guarantee of Environmental Responsibility, whenever the activities under its responsibility which are the object of the Contract are included in Annex III of Decree-Law no. It is its sole responsibility to repair any environmental damage that may arise from the tasks under its responsibility or that of subcontractors, in the event of outsourcing, within the scope of the Contract.

25.3 The Supplier must provide ENGIE, if requested, with proof of the taking out and maintenance in force, at any time, of each of the insurances required in the Contractual Documents, with the coverages provided therein, as well s proof of payment of the respective premiums.

25.4. During the performance of the Contract, the Supplier must inform ENGIE about any incident that affects the validity and conditions of the insurance taken out. In the event of outsourcing, the Supplier is obliged to ensure that the subcontractors take out and maintain the aforementioned insurance policies.

26. LIABILITY

26.1. Each party undertakes to promptly comply with the obligations arising from the Contract and it will be liable vis-à-vis the other party for any losses that directly derive from the non-compliance of the party in question.

26.2. The Supplier will be solely liable for the supply of goods and services and it will thus assume responsibility for the tasks carried out by its employees involved in the respective performance, as well as for the activities carried out by any subcontractors.

26.3. The Supplier will be liable for any charges, costs or compensation arising from damages caused to ENGIE or third parties due to defects in the goods and services supplied to ENGIE, even if they were not detected by way of inspections and checks carried out by ENGIE.

26.4. The Supplier will assume full non-contractual liability for any and all losses, material and non-material, caused by it, its employees and its subcontractors to ENGIE, its employees or workers and/or to any third parties.

27. TERMINATION

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

- a) The Supplier's irremediable non-compliance with obligations;
- b) Contractual breach by the Supplier which, although remediable in the opinion of ENGIE, is not remedied by the Supplier within the reasonable period set by ENGIE to this end;
- c) Dissolution or liquidation, voluntary or administrative, as well as initiation of any judicial or extrajudicial process to determine the Supplier's liabilities, namely insolvency or administrative procedures in agreement with creditors;
- d) Termination, for whatsoever reason, of the activity of the Supplier;
- e) Failure by the Supplier to comply with another contract to which an ENGIE Group company is a party;
- f) Corporate alteration or objective modification of the Supplier's structure that has proven to have a negative impact on the performance of the Contract;
- g) Case of force majeure that creates the definitive impossibility of full or partial fulfilment of the Contract;
- h) Occurrence of any other grounds for termination provided for in the Contract or by law.

27.2. The termination will always be communicated to the Supplier by recorded delivery with acknowledgment of receipt, taking effect as from the date of receipt.

27.3. In the event of termination, whether total or partial, ENGIE will pay the Supplier that part of the price pertaining to the goods and services which have been accepted but have not yet been paid for and the Supplier will reimburse ENGIE for any surplus it has received, as the case may be, without prejudice to any penalties or compensation that may be due owing to non-compliance.

28. PENALTIES

28.1. Failure to comply with interim contractual or delivery/completion deadlines, when attributable to the Supplier, entitles ENGIE to demand from the Supplier, as a penalty clause, one percent of the total agreed price for each week's delay or fraction thereof, up to a maximum amount of twenty percent of said price, unless the Contractual Documents stipulate a different amount or percentage. The levying of penalties for delay will be without prejudice to the Supplier's obligation to comply with the supply or compensation for any damages deriving from its delay, which will be maintained in full. Regardless of the application of penalties for delay, ENGIE may terminate the Contract in the event of delay by the Supplier in accordance with clause 27.

28.2. Any failure to comply with contractual obligations by the Supplier for which there is no other specific penalty clause in the Contract shall entitle ENGIE to demand from the Supplier, by way of a penalty clause, one percent of the total value of the Contract for each non-compliance verified, unless the Contractual Documents state a different amount or percentage. If the non-compliance is not remedied by the Supplier within five days thereof, ENGIE may also demand one percent of the total value of the Contract per day until the non-compliance has been remedied.

28.3. Under no circumstances do penalties exclude the Supplier from having to resolve the non-conformity in question. If there is more than one non-compliance, even if simultaneous, the Supplier is subject to the application of the penalties provided for in the Contract on a cumulative basis, according to the non-compliances that may be verified.

28.4. The penalties applied under this Contract will be considered net and enforceable credits, with ENGIE being authorised to offset said credits against any debts it may have with the Supplier, as well as to deduct their amount from the warranties offered.

28.5. The value of the fines provided for in this Contract will be updated in accordance with any adjustments to the latter.

28.6. In the event of early termination brought about by the Supplier, the latter will be subject to a penalty of five percent of the price of the goods or services in question, without prejudice to any other penalties provided for in the Contract.

28.7. The payment of penalties under this Contract will not prejudice ENGIE's right to demand compensation for any excess losses, as well as to terminate the Contract.

29. NOTIFICATIONS

Unless otherwise indicated by ENGIE, communications that must be carried out under the Contract will be made in writing, by recorded delivery with acknowledgment of receipt when this is the form required by the Contractual Documents, or, if not, by any other means of communication accepted by the parties to the addresses indicated in the Purchase Order and Purchase Order Acceptance or to any other addresses that are communicated in writing between the parties for these purposes.

30. APPLICABLE LAW AND JURISDICTION

30.1. Unless specifically agreed otherwise in the Contractual Documents, the Contract is subject to Portuguese legislation.

30.2. Any disputes arising from the Contract will be settled by the Court of the District of Lisbon.

31. GENERAL PROVISIONS

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

31.2. The Contract does not imply the existence of several liability between the Supplier and ENGIE, with each of them being liable for the obligations arising from their respective activities, whatever their nature, and with the parties declaring that there is no type of corporate, employment, tax or social security relationship between them.

31.3. The tolerance of either party regarding any violation of the provisions of the Agreement will not constitute, in any case, the novation or waiver of any right.

31.4. The Supplier declares that it is aware and agrees that after conclusion of the Contract, ENGIE will carry out an assessment of its performance, considering the quality of performance of the object, compliance with health and safety and environmental requirements, inter alia, and the result of said evaluation may be considered by ENGIE in the evaluation of any proposals that may be submitted by the Supplier for future contracting areas. The qualification assessment process is unilateral and confidential. ENGIE may make the classification obtained in the assessment actions available to the Supplier upon formal (written) request from the Supplier.

32. IMPERATIVE PROVISIONS

32.1. Whenever any provision of the Contract contradicts the mandatory legal provision applicable thereunto, the parties must replace the provision concerned with another in accordance with the law that allows an economic result to be achieved as close as possible to that which would derive from the application of the provision replaced.