

GENERAL TERMS AND CONDITIONS FOR CONTRACTING OF BAHIA DE BIZKAIA GAS (BBG) (MARCH 2020)

GLOSSARY OF DEFINITIONS

- **BBG:** Bahía de Bizkaia Gas. The contracting Party.
- **Particular Clauses of the Contract:** the group of clauses that make up the Contract and regulate the contractual relationship between the Parties on a detailed level.
- **Contractor:** the physical or legal person who enters into and signs the Contract (the term "Contractor" shall extend to physical persons as relevant).
- **Contract:** the document to be entered by BBG and the Contractor, together with any annexes thereto, in which the content of the work to be done by the Contractor and the obligations beholden upon each Party are specified.
- **Equipment:** machinery, apparatuses, vehicles and objects of any kind required for the implementation and maintenance of the Tasks covered by the Contract, excluding those which form part of the work, installation or construction carried out.
- **Technical Specifications:** the set of technical documents that define the scope of supply and are incorporated into the Contract and into any amendment thereof as a part of same.
- **Report:** a written document drawn up by the Contractor that includes information reflecting the outcome of the Tasks covered by the Contract.
- **Law:** all provisions classed as laws or regulations that apply to the Contract and/or to the services envisaged therein as a result of the Place of Implementation of the Tasks.
- **Month:** a calendar month.
- **Quote:** a document drawn up by the Contractor that contains the terms for the implementation of the Tasks that determine the Scope of the Contract.

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- **Order for Change:** an order approved by BBG the content and scope of which are as detailed in Clause 8.
 - **Parties:** BBG, the Contractor and their representatives.
 - **Order:** a document drawn up by BBG and sent to the Contractor as a formal acceptance of a Quote submitted.
 - **Warranty Period/Term:** the period for which the Contractor shall be answerable to BBG on the terms set out in Clause 14.
 - **Price:** the monetary consideration arising from the Contract that is to be received by the Contractor and paid by BBG.
 - **Project:** the document or documents that describe the nature and Technical Specifications of the work or installations to be carried out by the Contractor, including a descriptive report, drawings, technical terms and conditions, calculations, cost estimates and a health and safety study, signed by competent technical personnel and approved by the corresponding professional institute.
 - **Procedure:** a document that sets out actions or operations to be carried out in the same way, so that the same outcome is obtained under the same circumstances. This extends to all areas of activity and is to be understood in the broadest sense, covering not only Procedures *per se* but also rules and instructions.
 - **Provisional Acceptance:** a formal approval by which BBG gives its agreement to the terms on which the matter of the Contract has been carried out as per Clause 13.2, thus marking the start of the Warranty Period.
 - **Final Acceptance:** a formal approval by which BBG gives its agreement to the terms of which the matter of the Contract has been carried out, as per Clause 13.3, once the Warranty Period has ended, thus marking the end of the liabilities of the Contractor.
 - **Risk Prevention Officer:** an employee with the necessary and enough training as per Article 32bis of Act 31/1995 on Occupational Risks who is designated by the employer to be present at the Place of the Tasks to carry out functions allocated to him/her.

- **Subcontractor:** any person or company hired by the Contractor or a subcontractor thereof with the prior approval of BBG but with no employment relationship with BBG, to carry out part of the Tasks.
- **Tasks:** the work or services described under the heading Scope of the Contract, which the Contractor is to carry out as a result of the Contract, along with any other operations related thereto.

1. SCOPE OF APPLICATION & LEGAL FRAMEWORK

- 1.1 Scope of application. The General Terms and Conditions contained in this document shall apply to contracts entered into by BBG in the framework of its operations, including but not limited to those for the implementation of work and construction of installations, the preparation of reports, studies for projects, the provision of maintenance services for its installations and the provision of advisory services, hereinafter referred to in general as the work/services/installations.
- 1.2 Contract law. In general, contracts included under the framework of this document shall be governed in terms of their preparation, effects and cancellation by the General Terms and Conditions for Contracting of BBG, by the Particular Clauses of the Contract and by such rules of private law as may apply.
- 1.3 For purposes of formalization, the Contract shall be signed within no more than ten (10) working days as from notice of its awarding, and the Contractor shall within that time present such documentation as may be required of it.

The following shall be considered as contract documents:

- Technical Specifications
- Quotes and any amendments thereto
- The Order
- The Particular Clauses of the Contract
- The General Terms and Conditions for Contracting

2. ACCEPTANCE OF TERMS AND CONDITIONS

- 2.1 The Contractor shall expressly accept the terms and conditions set herein by so indicating in its Quote but shall in any event be considered to have accepted same once it signs the relevant Contract.

Should it not accept the said terms and conditions, the Contractor shall clearly indicate in its Quote or proposal for Amendment of the Contract any exceptions to the points specified by BBG.

2.2 BBG shall not accept any reservation on the part of the Contractor that is not set out in the aforesaid documents, expressly accepted by BBG and included to that end in the Contract. Any reservations expressed at the time of formalizing the Contract shall be rejected by BBG and may be grounds for cancelling the awarding of the Tasks.

3. IMPLEMENTATION OF THE CONTRACT

3.1 The Contract shall be in accordance with the provisions of the Particular Clauses and of the documents that form part of it.

3.2 The Contract is entered into at the risk and liability of the Contractor and under the direction, inspection and control of BBG, or of such person or company as the latter may designate for that purpose, who/which may give such instructions as may be suitable for the proper fulfilment of the Contract, or may adopt specific measures to achieve or re-establish proper order in the implementation of the points agreed.

3.3 The Contractor shall be liable for the technical quality of the Tasks carried out, for the services provided and for any consequences for BBG or for third parties of omissions, errors, unsuitable methods or incorrect conclusions in the course of the implementation of the Contract.

The Contractor undertakes to provide such supplementary information and technical assistance as may be necessary for the proper use of the outcome of the Contract.

3.4 Meeting of deadlines: The Contractor is under obligation to fulfil the Contract within the overall period set for the implementation of same in the Particular Clauses of the Contract.

3.5 Contract Price: The Price of the contract shall be true and shall be expressed in euros. In all cases the amount payable in VAT shall be indicated as a separate item.

Should any tasks not included in the scope of the Contract need to be performed, the Parties shall negotiate in good faith concerning the content and prices of same.

- 3.6 Invoicing: The Contractor shall invoice BBG for the relevant amounts in such form as may be established in the Particular Clauses of the Contract and within the period established in the legislation in force.

Invoices for operations contracted may be issued via a BBG suppliers' portal, in which case the Contractor authorizes BBG to handle the sending of invoices via that system, pursuant to the provisions of Article 5 of Royal Decree 1619/2012 of 30 November or any other regulation that may supersede same in the future.

- 3.7 Payment of Price: The Contractor is entitled to payment of the monetary considerations agreed as per the prices and payment periods set according to current legislation.

Payment shall be made to the account whose IBAN is specified in the Contract. Any change of account shall be reported via a written notification signed by a duly authorized representative of the Contractor.

At least one original copy of each invoice, compliant with all current fiscal and mercantile requirements, shall be issued.

4. DUTIES OF THE CONTRACTOR

- 4.1 The Contractor undertakes to implement the Contract with the utmost diligence, acting professionally and carefully, in line with best practices and in compliance with the provisions of current legislation and the internal regulations of BBG, more specifically with BBG policy and with anti-corruption regulation DG-NO-0001-12.
- 4.2 The Contractor undertakes to perform for BBG the Tasks specified in the Contract, to request all necessary cooperation from BBG personnel when required during the implementation of the said Tasks and in all cases to follow the instructions of BBG.
- 4.3 The Contractor shall undertake the Tasks as specifically provided for in the Quote, to which end it may carry out actions further to or other than those indicated if expressly required in writing to do so by BBG, in which case the corresponding cost shall be passed on to BBG. Any substantial modifications must be expressly approved by BBG.
- 4.4 The Contractor shall at all times allow BBG to inspect the progress of the Tasks, and the latter may at any time request delivery of the outcome thereof, which shall then become the property of BBG, especially if BBG decides to terminate the Contract as per the provisions of Clause 15 below.

- 4.5 Should the Tasks to be performed affect areas that contain sensitive equipment and materials, the personnel of the Contractor shall take all due precautions to avoid causing any direct or indirect damage thereto.
- 4.6 The Contractor undertakes to adopt appropriate physical and software-related security measures to safeguard the availability, integrity and confidentiality of information belonging to BBG to which it may have access or which may be derived from the Tasks undertaken, in accordance with the provisions of current legislation and the internal regulations of BBG on such matters.
- 4.7 Should the Tasks to be performed affect process areas then all elements, materials, equipment, personal protective equipment and working clothes used by the Contractor and all procedures for the performance of the Tasks shall comply with the specific regulations applicable to the areas in question, and with the internal Procedures of BBG.
- 4.8 The Contractor undertakes to provide BBG with manufacturing certificates for the materials that it is to supply, to conduct such tests and trials as may be necessary to assure quality in the supply and installation of such elements as may be covered by the Contract and to deliver the relevant records/certificates to BBG.
- 4.9 The Contractor shall, when relevant, provide BBG with the safety data sheet for the products/substances to be supplied prior to supplying same or, as a last resort, together with the delivery of the product/substance itself, and BBG may reject the supply if the said data sheet is not provided. Moreover, the Contractor shall inform BBG of any changes that may be made in the relevant safety data sheets within one year at the latest as from the delivery of the product/substance in question.
- 4.10 The Contractor shall comply with the environmental and waste management rules established by the applicable regulations and by the internal rules of the owner, shall take responsibility for waste produced in the course of the operations involved in its activities at the facilities of BBG, and shall be liable for the removal of waste and refuse produced in the course of its Tasks and for the proper management thereof.
- Furthermore, it shall hand over to BBG within three days a copy of the document(s) attesting to acceptance of the waste by the relevant waste manager (DA).
- 4.11 The Contractor shall, if required to do so by BBG, provide documentary proof that its employees have appropriate levels of competence and training in environmental best practices.

5. DUTIES OF BBG

- 5.1 BBG shall pay the Contractor the amounts specified in the Particular Clauses of the Contract for the Tasks covered by the Contract and shall do so within the periods established in the legislation in force.
- 5.2 BBG shall provide the Contractor with all necessary cooperation for the proper implementation of the activities contracted, to which end a calendar for the performance of the Tasks shall be drawn up by mutual accord of the Parties.
- 5.3 BBG shall be responsible for obtaining all necessary permits for the performance of the Tasks, though it shall ask the Contractor to provide the documentation necessary for obtaining such permits and for further cooperation if necessary.

6. PERSONNEL

- 6.1 The Contractor shall allocate properly qualified personnel with enough experience for the provision of the work/services/installations covered by the Contract. At the request of BBG, the Contractor shall replace the persons so allocated by others with similar qualifications and experience and shall do so within the shortest time possible.
- 6.2 The Contractor shall comply with the principles and obligations set out in Act /2005 of 18 February of the Basque Parliament on Equality between Men and Women, in Public General Act (*Ley Orgánica*) 3/2007 of 22 March on Equality between Men and Women, and any subsequent regulation supplementing, implementing or superseding same.
- 6.3 In its links with BBG, the Contractor shall avoid all images discriminatory towards women and all sexist stereotypes, and the documents, advertising and images or materials used in providing its services shall employ non-sexist language.
- 6.4 Provided that its organization has the necessary resources, the Contractor shall foster gender balance, diversity, joint-responsibility and plurality of roles in the personnel allocated to BBG.

7. OCCUPATIONAL HEALTH & SAFETY

- 7.1 BBG shall make available to those Contractors that so wish a building equipped with changing rooms, showers, toilet facilities, common rooms (dining room, meeting rooms, cafeteria, etc.) and washing facilities. If the Contractor wishes to use the said facilities it shall pay the sum set for their use and upkeep accordingly. The internal rules of BBG governing the use of such facilities shall be provided to the Contractor together with the relevant copy of the Contract. Should enough room not be available, the parties shall seek the best possible conditions for covering actual needs in compliance with the regulations in force.
- 7.2 Should the performance of the Tasks require the presence of employees of the Contractor at the facilities of BBG, the Contractor shall provide suitable personal protective equipment for the persons so allocated, to the extent deemed necessary and sufficient for the implementation of the Tasks, and shall furthermore be responsible for complying with the regulations in force in regard to the suitability, checking and maintenance of such equipment.
- 7.3 The Contractor shall provide all personnel allocated to the implementation of the Tasks with such equipment and tools as may be necessary for their work, which equipment must meet the applicable regulations, including those governing maintenance and checking.
- 7.4 The Contractor and any suppliers of same that may work at the current facilities of BBG shall strictly observe the terms and conditions of work in force at BBG.
- 7.5 Whenever the regulations in force concerning the prevention of occupational risks so require, the Contractor shall designate as many Risk Prevention Officers as may be necessary and enough to maintain a continuous, physical presence at the Place of the Tasks throughout their duration.

The person or persons so designated by the Contractor shall hold the necessary expertise, qualifications and experience as per Article 32 bis of Act 31/1995 on the Prevention of Occupational Risks and shall be properly trained in risk prevention at least to the basic training level required.

Should the type of work to be carried out make it necessary under Law to provide a Health and Safety Coordinator or any other person responsible for safety, the Contractor undertakes to provide such persons, and this requirement and the obligations arising therefrom shall be set out in the Contract signed by the Parties. To that end, BBG shall designate a Health and Safety Coordinator to carry out the functions indicated in Royal Decree 1627/1997 of 24 October.

In any event, the Contractor shall comply with the internal regulations of BBG on this matter.

- 7.6 The Contracting Firm shall, acting under its own liability, comply with and ensure that all its own personnel and the supplier firms through which it provides its services and performs its Tasks at the premises of BBG comply with the instructions set out in the current Occupational Risk Prevention Act [*Ley de Prevención de Riesgos Laborales*], the legal and regulatory provisions concerning health and safety and all other provisions of Law that may be applicable or may be introduced by the Labour Inspectorate or by any other body, along with the internal rules and regulations of BBG. Any expenses arising from the foregoing shall be for the account of the Contractor, including expenses arising from denial of access to the work site as a result of serious and/or recurrent breaches of general and specific health, safety and environmental regulations of BBG.

It further accepts full responsibility for providing training and information on matters of occupational risk prevention for the personnel answerable to it, and full liability for any work-related accidents that may occur, whatever their level of seriousness, cause or reason, including harm to BBG or third parties.

BBG may at any time require the Contractor to provide proof of compliance with the foregoing points.

- 7.7 The Contractor expressly agrees that before the commencement of the Tasks all workers who have access to the facilities of BBG shall be given an information course (induction talk) by BBG at its facilities. This talk shall deal basically with general risks at BBG and with preventive, environmental and emergency measures. To that end, a date for the said course shall be agreed with the SSMAQ Department of BBG with one week's prior notice. Failure to attend this course or to pass the subsequent test shall be grounds for barring the relevant persons from working at the facilities of BBG.

The Contractor must be up to date with payments of social security contributions for its personnel and in compliance with all other regulatory requirements corresponding to its production and employment activities. It shall, throughout the term of the Contract and for all its personnel, comply with all relevant obligations imposed upon it as an employer under current labour legislation, in particular the requirements of social security in regard to membership of and payment of contributions to social welfare insurance schemes, workers' mutual funds and work-related accident insurance, etc. The Contractor shall hold sole liability in any claim that may be filed by or with labour-related organizations. It shall also comply with the internal regulations of BBG, particularly as regards completion of and compliance with the file for the exchange of documentation.

7.8 Prior to the commencement of the Tasks covered by the Contract, BBG may require the Contractor to provide a certificate attesting that it is up to date with payment of contributions payable to the Social Security system and labour-related accident insurance schemes. If requested to do so by BBG, it shall also provide copies of forms TC1 and TC2 for its workers and a certificate attesting to membership of a mutual fund for labour-related accidents. The Contractor shall also sign a contract of access to the REPRO platform by ACHILLES for those cases in which BBG informs it that its operations make this necessary.

7.9 When the performance of the Tasks requires that personnel of the Contractor be present at the facilities of BBG, the Contractor shall be provided with the latest revisions of the following documents by BBG prior to the commencement of the Tasks:

- BBG general risks file;
- safety regulations for Contracting Companies;
- environmental regulations for Contracting Companies;
- the documentation exchange file, which must be duly completed and submitted at least three days prior to the commencement of the Tasks indicated in the scope of the Contract.

Work on the Tasks may not commence until the documentation required has been provided and approved by BBG.

This clause shall not apply to cases in which personnel from the Contractor are present for purposes of administrative activities in regard to advisory, consultancy, auditing or engineering work.

7.10 The Contractor shall take all reasonable precautions to prevent disorderly conduct by or among its employees, and to maintain order and protect its own people and property and those of others. However, should such conduct take place the liability for same shall lie with the Contractor.

7.11 BBG may require the Contractor to designate a Representative to act as an interlocutor and take on the role of organizing, planning and managing the personnel allocated by the Contractor to provide services at BBG.

7.12 The implementation of this Contract shall not give rise to any employment relationship between the personnel of the Contractor and BBG.

8. MODIFICATIONS AND ORDERS FOR CHANGES

8.1 BBG reserves the right to approve any modification or variation that may entail delays in the work/services/installations, may increase the Price or may lead to changes in the quality specified.

8.2 The Contractor may propose variations in the Tasks, in line with the provisions of this clause.

8.3 Substantial modifications shall give rise to an Order for Changes. Such orders shall contain the following information: a description of the change proposed (indicating any points added to and/or removed from the initial project), a detailed calendar for its implementation, a list of the drawings affected by the change, an indication of its effects on the price of the Tasks and, if relevant, an explanation of the system selected for payment in line with in the Order for Changes (unit prices, auxiliary prices, conflicting prices, lump sums, administration prices).

8.4 The Order for Changes shall be considered as completed and firm once it has been approved by BBG.

Such orders shall be considered as contractual documents and shall be subject to all the clauses and terms and conditions of the Contract except those specifically replaced as a result of them.

8.5 The Contractor shall perform all the Tasks and provide all the labour and materials required for the implementation of Orders for Changes.

9. ASSIGNMENT AND SUBCONTRACTING

- 9.1 In no case may the Contractor subcontract the services contracted without the express written consent of BBG.
- 9.2 Subcontracting carried out by the Contractor as permitted under Subsection 9.1 shall not give rise to any contractual relationship between BBG and the companies subcontracted except in regard to the rights established in favour of BBG in Subsection 9.7 below.
- 9.3 BBG reserves the right to veto any subcontracted firms that it may before or during the performance of the Tasks deem to be unsuitable as firms to be hired or maintained as subcontractors.
- 9.4 Subcontracting shall not exonerate the Contractor from any of its contractual obligations or liabilities, and the Contractor shall be liable to BBG for actions, omissions and any negligence on the part of its subcontracted firms and their agents and employees.
- 9.5 No employment relationship shall be established between BBG and the employees, agents or firms subcontracted by the Contractor for the implementation of this Contract.
- 9.6 BBG shall not be liable to any subcontracted company nor to any employee of such firms for any claims. Accordingly, the Contractor shall compensate BBG and hold the latter harmless, without limitation, in any claims filed by subcontracted companies and any claims that may arise from nonfulfillment of applicable legislation on the part of subcontracted companies.
- 9.7 Should subcontracting be authorized, the companies subcontracted shall be subject to the same obligations set out in this document in regard to the Contractor, insofar as may be compatible, and the Contractor and its subcontractors shall be jointly and severally liable to BBG for the fulfilment of their obligations.

In any event, the Contractor shall be solely liable to BBG for implementing the Tasks as and when agreed, and for complying with all provisions set out in Law, in this Contract and in the internal regulations of BBG. The Contractor shall require its subcontractors to comply with the aforesaid provisions.

10. GUARANTEES

- 10.1 Prior to the commencement of the Tasks, BBG may require the Contractor to provide a bank guarantee as surety for the proper implementation of the Tasks contracted and the liabilities arising from this contractual relationship, for such value as may be determined in the Particular Clauses of the Contract. Any such bank guarantee shall be incorporated into the Contract as an annex thereto.
- 10.2 The said bank guarantee may be used to refund amounts accrued as compensation for delays and for any liability incurred by the Contractor for damage suffered by BBG as a result of failure to comply with the obligations undertaken in the Contract.
- 10.3 Should the amount of the bond or guarantee provided by the Contractor decrease during the term of the Contract with the warranty period due to its use in answering for any liability, the Contractor shall top up the bond or guarantee to the extent of the sum used, within 15 days as from its being required to do so by BBG. Failure to meet any such requirement made by BBG shall be grounds for termination of the Contract by BBG.
- 10.4 The guarantee shall be held in favour of BBG for so long as the Particular Clauses of the Contract may determine.
- 10.5 In exceptional circumstances the guarantee may be replaced by withholdings on each invoice issued for a percentage similar to that envisaged for the guarantee, so that full payment is made with the last invoice provided that there is full approval of the work/services/installations provided.

11. COMPLETION PERIOD

The completion period shall be as specified in the Particular Clauses of the Contract.

12. DELAYS IN IMPLEMENTATION

Should the Contractor fail to meet the deadlines set for completion of the scope of the Contract for reasons not attributable to BBG, BBG may apply the system of penalties envisaged for that purpose in the Particular Clauses of the Contract.

13. PROVISIONAL AND FINAL ACCEPTANCE

13.1 Should the purpose of the Contract be the provision by the Contractor of work, constructions or installations, acknowledgement that the Tasks have been performed in accordance with the Contract and its annexes shall take the form of a formal, provisional acceptance document and subsequent final acceptance.

13.2 Provisional Acceptance

13.2.1 Once the work, construction or installation is completed in the judgement of BBG and the outcome has proved satisfactory, the Contractor shall complete the following tasks and shall then make a written request for Provisional Approval:

- Removal from the work site of all material not used in the implementation of the Tasks, of all equipment and temporary structures and of any waste and refuse that may have been accumulated;
- Cleaning and preparation for use of the installations themselves and the space intended for their use.

Once BBG receives the said request, a date shall be agreed with the Contractor for a joint inspection of the site within no more than 30 days as from the receipt of the request.

Should the joint inspection of the work, construction or installation result in any discrepancy concerning its proper completion, or should BBG consider that it has not been completed in accordance with the Contract, a document shall be drawn up that lists the discrepancies with the Contract and/or the defects detected, and a deadline shall be set for their correction, which deadline shall not be more than 30 days after the date of the inspection.

Once the said period has elapsed, a second joint inspection shall take place to check that the required modifications have been made and the discrepancies corrected.

13.2.2 Once the joint inspection is completed and there is full agreement concerning the work, construction or installation provided, including any Orders for Changes, a Provisional Acceptance Certificate shall be drawn up within 30 days as from the date of inspection. The said certificate shall be drawn up in duplicate and shall be signed by both parties.

13.2.3 Should a second inspection prove necessary as per subsection 13.2.1:

13.2.3. (a) if the outcome is satisfactory, subsection 13.2.2 shall apply;

13.2.3. (b) if the outcome is not satisfactory, BBG shall be entitled to subcontract the work required for proper implementation, and to pass on all direct and indirect expenses arising therefrom to the Contractor by deducting same from any amounts for which payment is pending.

13.2.4 BBG may provide a Partial Provisional Acceptance certificate for the work, construction or installation provided that a substantial proportion of the work has been completed to the satisfaction of BBG, and may if necessary include a list of minor finishing points to be completed within a period set for that purpose, in which case the provisions of Subsection 13.2.3 (b) shall apply to the said minor finishing points.

13.2.5 With Provisional Acceptance, BBG may require the Contractor to hand over a complete, updated set of all the documents concerned with the Tasks, including reports, working and/or operation manuals, lists of spare parts and suppliers, as-built drawings, certificates for the materials supplied by the Contractor, documentary records of quality control checks carried out and any further information that BBG may require in order to use the installation.

13.3 Final Acceptance

13.3.1 Once the Warranty Period on the outcome of the work has come to an end, the Contractor shall request that BBG provide a Final Acceptance certificate.

On receipt of that request, a date shall be set for a joint inspection similar to that provided for in Subsection 13.2.1.

Should any discrepancies be found as regards the proper implementation of the Tasks, the provisions established for the provisional acceptance shall apply.

The Final Acceptance certificate is the only valid documentary proof of the acceptance by BBG of the work performed. It shall be drawn up in duplicate within 30 days as from the end of the Warranty Period, and in any event within 30 days as from a satisfactory joint inspection.

13.3.2 Should there be any partial Provisional Acceptances for which there are minor finishing points outstanding, or any discrepancies concerning the proper completion of work, all necessary corrections must be made before BBG can be asked to issue the Final Acceptance certificate.

13.4 When the purpose of the Contract is the preparation of a study, report or project, the Contractor shall hand over to BBG the document that contains the outcome of the services contracted on completion of the Tasks.

BBG shall review the document and make any remarks or corrections that it may deem appropriate or shall accept same if it finds that the Tasks have been completed satisfactorily.

Upon acceptance of the Tasks, BBG may require the Contractor to hand over a complete, updated set of all the documents concerned with the Tasks in electronic form and in hard copy.

13.5 Moreover, should BBG deem that the duration, scope or specific circumstances of the Tasks to provide the work/service/installation do not require Provisional Acceptance, it may proceed directly to Final Acceptance on the terms established in Subsection 13.3.

14. WARRANTY PERIOD

14.1 When the purpose of the Contract is the provision by the Contractor of work, constructions or installations, the Contractor shall guarantee that the work, constructions or installations provided are free from defects in regard to their implementation and to the materials used. A warranty against such defects shall be provided for a period to be determined in the Particular Clauses of the Contract, which period shall begin to elapse once provisional acceptance is given by BBG.

14.2 During the Warranty Period indicated, the Contractor shall be responsible for correcting any failures or defects detected provided that they are not due to improper use of the work, constructions or installations by BBG. Should the Contractor be unable to meet this requirement, corrections shall be made by BBG for the account of the Contractor, to which any expenses incurred may be passed on.

15. TERMINATION OF THE CONTRACT

15.1 Failure on the part of either Party to the Contract to meet any of its obligations shall be grounds for termination of the Contract as provided for in the Civil Code.

15.2 BBG may, for good reason, terminate the Contract by giving the Contractor 15 days' written notice prior to the effective termination date, in which case all work already done by that date shall be paid for at the prices agreed. The Contract may be terminated in circumstances including but not limited to the following:

- The implementation of the Tasks in a manner not in accordance with the stipulations of the Contract and its annexes, or frequent errors or defects in implementation, or clear negligence in the implementation of the Tasks.
- Failure to implement any undertaking made in accordance with the Contract and its annexes.
- Delays in implementing the Contract over and above any limit established in the Particular Clauses of the Contract.
- Breach of any provisions of Law and/or regulations in force, including employers' obligations as laid down in current legislation.
- Unacceptably slow implementation of the Tasks, regardless of whether there is a shortage of resources, leading to delays in the completion date of the Contract, without prejudice to any liabilities for delay that may exist.

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- Winding up, bankruptcy, insolvency, receivership, attachment of assets and other reasons affecting financial solvency.
 - Failure by the Contractor to meet any obligation undertaken in the Contract.
 - Serious or recurrent carelessness or breaches of instructions given by BBG concerning the obligations set out in the Contract, including those regarding safety, risk prevention, health and the environment, without prejudice to the provisions of Subsection 7.6.

Should BBG terminate the contract, it shall pay only for the work done up to the date of termination, as per a joint valuation drawn up for that purpose but shall apply any penalties that may be relevant.

15.3 Should either Party suspend the Contract for a period in excess of that which is set out in the Particular Clauses of the Contract, the other Party shall be entitled to terminate the Contract, except in the circumstances envisaged in Clause 17 and in case of force majeure. Useful services which have been partially implemented shall be paid for in proportion to the Tasks performed (in accordance with a joint valuation).

16. FORCE MAJEURE

16.1 Neither Party shall be held liable for failure to fulfil any of its obligations should the implementation of those obligations be delayed or rendered impossible as a result of force majeure.

16.2 For the purposes of this document, force measure is understood to mean natural phenomena, unavoidable accidents, fires, disturbances or rioting, acts of war, circumstances imposed by orders, instructions or acts of any government or government agency (at state, autonomous region or local level) or of any other competent authority, and any other circumstance of a similarly unpredictable nature or which, even though it may be predictable, is inevitable, irresistible, independent of the will of the Parties and beyond their control. Force majeure may not be alleged in cases of suspension of the Tasks for causes attributable to the personnel of the Contractor or its subcontractors.

- 16.3 The Party affected by force measure shall notify the other Party forthwith, providing a detailed description of the force majeure circumstances alleged and indicating the expected duration of same.
- 16.4 Fulfilment of obligations affected by force majeure shall be suspended for so long as the relevant circumstances may last. Once the force majeure ceases to prevail, the Parties shall agree upon an appropriate period for the implementation of the Contract, and BBG may modify the terms and conditions initially agreed, including the monetary consideration agreed and the completion times.
- 16.5 Should the force majeure persist for more than 60 days, BBG may file for termination of the Contract, in which case it shall pay for the work partially implemented.
- 16.6 In any event, the Parties shall take all steps available to them to ensure that the implementation of the obligations incumbent upon each of them is renewed under the best possible conditions and with the shortest possible delay upon the cessation of the circumstances of force majeure.

17. HALTING OF THE TASKS

- 17.1 Should safety reasons in regard to installations or to the personnel located therein make it necessary to do so, BBG may order a halt to the Tasks, and the Contractor shall cease work forthwith. The decision as to when such circumstances exist lies with BBG.
- 17.2 Such halting of the Tasks shall entail the suspension of the completion period set in the Particular Clauses of the Contract. Once the reasons for halting work cease to prevail the completion period for the Contract shall resume. No entitlement to financial compensation shall arise for the Contractor for this reason.

18. LIABILITIES AND INSURANCE

The Contractor shall be answerable to BBG for any damage caused and/or deriving from all manner of actions and omissions directly or indirectly attributable to employees of the Contractor or its subcontractors, as the case may be.

BBG may require the Contractor to contract and maintain at its own expense an insurance policy for an amount and term to be set in the Particular Clauses of the Contract.

19. TAXES

The Contractor and BBG shall each pay the taxes for which they are liable in accordance with the law.

20. CONFIDENTIALITY AND DATA PROTECTION LEGISLATION

Each Party assumes the obligations corresponding to it under the legislation in force on the protection of personal data.

The data included in the files of BBG are its exclusive property, as is any processing done for BBG by the Contractor. Data are confidential and are subject to the strictest trade secrecy. The duty of confidentiality shall remain in place even after the business relationship between the Parties has ended.

The Contractor undertakes as follows in regard to data:

20.1 To provide the resources necessary to prevent its employees from accessing the files of BBG, and to inform them of their obligations under the Spanish Data Protection Act [*Ley Orgánica de Protección de Datos*].

20.2 To comply with and to ensure that its employees comply with the aforesaid duties of confidentiality and secrecy.

20.3 To hold BBG harmless in any claim that may be filed (including any sanctioning procedure that may be brought by the Data Protection Agency) for any breach by employees of the Contractor of the regulations in force concerning data protection, the right of honour, privacy and image rights and the obligations contained herein. The Contractor agrees to pay any sum in relation thereto that BBG may be obliged to pay in the form of sanctions, fines, compensation, damages or interest.

20.4 Should it be necessary for the Contractor to have access to data contained in BBG files in order to fulfil the obligations contracted, the supplier accepts and understands that the provision of data by BBG is not a transfer or assignment of the said data but merely permission to access same to the extent required for the provisions of this Contract.

The data included in the files of BBG are its exclusive property, as is any processing done for BBG by the Contractor. Data are confidential and are subject to the strictest trade secrecy. The duty of confidentiality shall remain in place even after the business relationship between the Parties has ended.

Apart from those listed in subsections 20.1, 20.2 and 20.3, the Contractor is bound by the following obligations:

1. To process data only in fulfilment of the obligations contracted and in accordance with instructions given at any time by BAHÍA DE BIZKAIA GAS.
2. Not to pass data on to any other person, even for purposes of conservation.
3. To safeguard data via technical and organizational security measures that can assure their security, prevent any alteration, loss, deterioration, processing or access without authorization and keep them safe from any risks to which they may be exposed, in line with Royal Decree 1720/2007 of 21 December.
4. To restrict access to data to employees and, as the case maybe, subcontractors on an absolute need to know basis as regards the fulfilment of the obligations contracted.

In these last two cases, subcontractors may only access data with the prior consent in writing of BBG.

5. To destroy data along with any data carriers or documents in which they may be contained or return them to BBG (as instructed by the latter) once the Tasks contracted have been completed, and not to keep any copies of same.

20.5 The Contractor and its representatives are hereby informed that their details will be incorporated into a file controlled by BBG. Any request to exercise their rights of access, correction, cancellation and objection should be addressed by ordinary mail to BAHÍA DE BIZKAIA GAS, S.L., Punta Ceballos nº 2, 48508 Zierbena. The said details will be processed for the purpose of properly managing business dealings.

21. WAIVER AND SEVERABILITY

The failure by either Party to demand the fulfilment of any stipulation of this document, of the Contract signed hereafter by the Parties or of any obligation arising from same shall in no way be construed as a waiver of any rights resulting therefrom, and shall not affect the validity thereof.

The failure by either Party to exercise any right arising from this document or from the Contract signed hereafter by the Parties shall neither prevent nor constrain the exercise of any other right that they may enjoy hereunder.

Should any stipulation or clause of this document or of the Contract subsequently signed by the Parties or its applicability to any specific person or circumstance be declared non-valid:

- a. That non-validity shall not affect any other provision of this document or of the Contract subsequently signed by the Parties that can be fulfilled without the clause declared non-valid.
- b. The Parties shall analyze the spirit of the Contract and agree on an amendment to convey as faithfully as possible the intention of the clause or application declared non-valid.

22. APPLICABLE LEGISLATION

22.1 The Contract shall be governed by Spanish law.

22.2 The Contractor declares itself to be aware of the conditions of the state that holds jurisdiction over the Placer of the Tasks, and the legislation and organization of the various vital sectors of same.

23. ARBITRATION AND JURISDICTION

23.1 The Parties undertake to fulfil the Contract in good faith, and to seek to resolve by negotiation and amicable agreement any dispute that may arise between them concerning the application, implementation, fulfilment, construal and execution of same.

23.2 Any dispute or litigation concerning the Contract, and particularly, with its construal, implementation or non-implementation, that may arise before or after its expiry and which either Party believes the Parties to be unable to resolve by mutual agreement, shall be resolved by arbitration in law of the Bilbao Chamber of Commerce Arbitration Court, in accordance with Act 60/2003 of December 23rd. Both Parties undertake to accept in full the ruling brought in.

23.3 The submitting of disputes between the Parties to arbitration shall not entitle either of them to suspend fulfilment of its obligations under the Contract.

23.4 The Parties submit expressly to the jurisdiction and competency of the courts and tribunals of Bilbao for the any dispute that may not legally be submitted to arbitration.

24. COMMUNICATIONS

All communications between the Parties in regard to the Contract shall be made in writing and addressed to the persons designated there in as the representatives of each Party. Communications shall be understood to have been properly issued if a record exists of their being received personally or by fax at the addresses indicated by each Party in the contract.

Javier López Nieto
Director General
Bahía de Bizkaia Gas, S. L.