



Supplier
AACiS Consulting Group SL
administracion@aaciis.es
C/ Rioja 9 Local 4F
50017 ZARAGOZA
ZARAGOZA
B50671999

Type	Standard Purchase Order
Order No	PC25000016
Order Status	Lanzado
Order Date	27 de febrero de 2025
Order Description	Revisión RBDA
Buyer	SOAAD.AZZAM
Buyer email Adress	Soaad.Azzam@sse.com
VAT Number	B47528310

Ship To:
SSE RENEWABLES SPAIN, S.L.U.
Alameda de Mazarredo 7
Entrepanta
48001 BILBAO

Bill To:
SSE RENEWABLES SPAIN, S.L.U.
Alameda de Mazarredo 7
Entrepanta
48001 BILBAO

Supplier No.	Payment Terms	Código divisa
P00573	30 days	EUR
Requester/Deliver To		
SOAAD.AZZAM		

Descripción	Cantidad	Unidad	Coste unit. directo	% IVA	Importe de línea
Revisión RBDA	1.200		1,00	21	1.200,00
Titularidas (216 unidades)	27.000		1,00	21	27.000,00
Contratación (55 unidades)	21.780		1,00	21	21.780,00
Elaboración factura y gestión con la propiedad (20 und a 25€/und)	500		1,00	21	500,00
Total EUR IVA excl.					50.480,00
Importe IVA					10.600,80
Total EUR IVA incl.					61.080,80



This order is placed under the SSE Conditions of Contract on the subsequent pages of this document, unless otherwise agreed and stated within the Order Description section on page 1 of this order.

Private and Confidential.

By signing and returning this Order, the Supplier acknowledges and affirms that these terms and conditions below shall govern the Order Performance:

73410024G
AURORA
GARCES (R:
B50671999)

Firmado digitalmente por 73410024G AURORA
GARCES (R: B50671999)
Nombre de reconocimiento (DN):
2.5.4.13=Reg-50620 /Nega 2 /18022 /
/RUS:1000109790582 /Fecha:26/01/2025 /
/Inscripción:7, serialNumber=DCES-73410024G,
givenName=AURORA, sn=GARCES CRUZ,
cn=73410024G AURORA GARCES (R: B50671999),
2.5.4.97=VATES-B50671999, o=AACIS CONSULTING
GRUPO SL, c=ES
Fecha: 2026.07.10 13:39:25 +02'00'

..... (signature of authorised signatory)

Print name of authorised signatory:

At Zaragoza..... (place)

On 10 de julio de 2026..... (date)

General Terms and Conditions of Purchase ("T&Cs") Spain

1. DEFINITIONS In the context of this terms and conditions, the following words shall have the following meanings: "Goods" means any goods pursuant to the Order; "Group Company" means the Purchaser or any controlling holding company or any company which is a subsidiary company of the ultimate controlling holding company of the Purchaser where the references to "control" shall have the meaning set out in article 42.1 of the Spanish Commercial Code (<i>Código de Comercio</i>); "Force Majeure" means any cause beyond the affected party's reasonable control preventing or delaying the performance of that party's obligations under the Order but excluding any breakdown of plant or apparatus, strike or lock out or other industrial dispute; "the Order" means the order issued by the Purchaser for the supply of services, goods or works; "the Order Performance" means any services supplied and/or any goods delivered and/or any works performed pursuant to the Order; "the Purchaser" means the SSE Group Company business placing the Order; "Services" means any services pursuant to the Order; "Specification" means the technical description and/or requirements (if any) of the services, goods or works referred to in the Order; "the Supplier" means the person, firm, company or organisation to whom the Order is addressed including any of its employees, agents, permitted sub-contractor's or others acting on the Supplier's behalf; "Works" means any works pursuant to the Order; "the Site" means any site owned or occupied by the Purchaser. 2. APPLICABLE TERMS AND CONDITIONS The Order is made subject to the terms and conditions set out below. This terms and conditions and any special conditions of purchase prescribed in writing by the Purchaser as being applicable to the Order shall prevail over any terms and conditions of the Supplier whether contained in a quotation, catalogue, price list, order acknowledgement or any other document. 3. AUTHORISATION The Purchaser accepts no liability for the Order Performance unless it has been placed by a duly authorised officer of the Purchaser. 4. ALTERATIONS No alterations, modifications or amendment to the Order, the quantities, type, physical structure, specifications or standards are to be accepted or undertaken by the Supplier at the request of any employee of the Purchaser or its agent or representative or any other person unless and until written confirmation is received from a duly authorised representative of the Purchaser. 5. QUALITY 5.1 Without prejudice to the Purchaser's statutory rights or rights under this T&Cs, it is a condition of the Order that it shall: (i) conform to the specification and any quality, standards, description and/or references quoted in the Order and/or to any samples submitted and be to the satisfaction of the Purchaser; (ii) be of the very best materials and workmanship; (iii) be capable of any standard of performance specified in the Order or applicable to the Order; and (iv) where the Supplier has Spanish or European Union accreditation or equivalent thereof conform with applicable quality standards and systems. 5.2 In the event that the Order or any part thereof fails to meet in full the terms of clause 5.1, irrespective of whether this failure amounts to a material breach, the Purchaser (without prejudice to any of its other rights) reserves the right to reject the Order. 5.3 The quantities of any Goods supplied shall be as stated in the Order. No quantity in excess of that stated on the Order will be paid for without the written authority of the Purchaser before delivery. The Purchaser reserves the right to reject incomplete deliveries and to refuse delivery, reject or refuse to pay for and/or (at the Supplier's expense and risk) return any unauthorised and/or unaccepted shortfall or excess. 5.4 Any signature by or on behalf of the Purchaser on any delivery note or order acknowledgement will not signify acceptance of the quality and or quantity of any Goods. 6. TESTING AND INSPECTION OF GOODS 6.1 Prior to delivery the Supplier shall inspect the Goods for compliance with the Order. 6.2 The Purchaser shall be entitled to request the Supplier to supply certified copies of records of such inspection and tests free of charge and the Supplier shall promptly and fully comply with such request. 6.3 Without prejudice to clause 6.2, the Purchaser shall be entitled to inspect, test and/or have a representative attend any test conducted by or on behalf of the Supplier of the Goods at any reasonable time or times during manufacture, processing and/or storage of the Goods. If the Purchaser exercises this right, the Supplier shall grant to the Purchaser or its nominated representative a right of access at all reasonable times and shall afford to the same all such facilities as may be reasonably required for such purposes. 6.4 In the event that the Goods or any part thereof fail inspection and/or testing the Purchaser (without prejudice to any of its other rights) reserves the right to charge the Supplier any cost in respect of travel and accommodation incurred by the Purchaser for subsequent re-inspection and/or testing (if any). 6.5 Any inspections or tests carried out under clauses 6.3 and/or 6.4 above shall not in any way relieve the Supplier from any of its obligations under the Order or from those existing either in law or by statute or any part thereof. 7. DELIVERY 7.1 Time shall be of the essence of the Order. 7.2 The Purchaser reserves the right to extend the date of delivery of the Order. 7.3 In the event of the Order Performance not being met on the date and (if applicable) the time or any of the dates and times specified in the Order, the Purchaser reserves the right to cancel the Order or part thereof. In such circumstances, pursuant to clause 8 the Purchaser may obtain the Order or any part thereof 10. PURCHASER'S PROPERTY 10.1 The Supplier shall ensure that any drawings, data, goods, tools, materials, equipment or any other property provided by, through or on behalf of the Purchaser for use by the Supplier shall at all times be: (a) clearly identified and marked as being the property of the Purchaser; and (b) stored separately from any other property belonging to the Supplier or a third party. 10.2 The Purchaser reserves the right to repossess such property at any time and the Supplier shall grant an irrevocable right and licence to the Purchaser its servants or agents to enter with or without vehicles upon all or any of its premises or any land or premises occupied by the Supplier or wherever such property is located. The right shall continue to subsist notwithstanding the termination of the Order for any reason and is without prejudice to any other rights of the Purchaser under or in respect of the Order or otherwise. 11. PERSONNEL 11.1 The Supplier shall, at all times: (a) to the full and maximum extent set out by law, comply with labour and health and safety applicable regulations (set out by law or collective or private agreements) according to this T&Cs and applicable law; (b) provide to the Purchaser, in form and with regularity determined by the Purchaser, the information and documentation evidencing compliance with Supplier's undertakings in clause 11.1(a) above; and (c) indemnify, keep indemnified and hold the Purchaser (including any Group Company of the Purchaser) harmless against all claims, costs, expenses (including reasonable legal expenses and other professional fees (together with any VAT thereon)), liabilities, damages or losses whatsoever and howsoever arising (including penalties and interest) incurred or suffered by the Purchaser or any Group Company of the Purchaser arising out of or in connection with any breach by the Supplier of the undertakings set out in clauses 11.1(a) and/or 11.1(b) above. For the avoidance of doubt, and notwithstanding any other provision of this T&Cs and/or any Order, there shall be no limitation on the Supplier's liability to the Purchaser or any Group Company of the Purchaser under clause 11.1(c). 11.2 Any breach of clauses 11.1(a) and/or 11.1(b) shall be deemed to be a material breach of the relevant Order or Orders and shall allow the Purchaser to terminate the relevant Order or Orders under clause 8 without further liability to the Supplier. 11.3 Where the Purchaser is seeking to enforce the indemnity under clause 11.1(c) in respect of a third party claim (an "Off-Payroll Claim"), control of such Off-Payroll Claim shall remain with the Purchaser or the relevant Group Company of the Purchaser. The Supplier shall provide the Purchaser or the relevant Group Company of the Purchaser (as applicable) with such assistance as is required by the Purchaser or the relevant Group Company of the Purchaser (in each case, acting reasonably) regarding the Off-Payroll Claim, at the Supplier's own cost. 12. EMPLOYMENT REMUNERATION 12.1 The Supplier agrees to pay all of its personnel who are directly employed by the Supplier in respect of the Goods, Works and/or Services in compliance with applicable Spanish employment laws, including those requiring the payment of a minimum wage and/or minimum rates and conditions for the relevant category of work person according to applicable Spanish employment laws and collective agreements (<i>convenios colectivos</i>) at any time, and ensure all employees of its contractors and subcontractors providing or performing the Goods, Works and/or Services are paid in compliance with applicable employment laws for the term of the Order. 12.2 The Supplier shall demonstrate compliance in accordance with this clause for its direct employees as well as employees of its contractors and subcontractors. The Supplier shall also cooperate in good faith with all reasonable requests made by the Purchaser for information purposed to confirm the Supplier's compliance with its obligations under this clause 12. The Supplier shall make available to the Purchaser all information necessary, and allow for and contribute to audits and inspections conducted by the Purchaser or the Purchaser's mandated auditor, to demonstrate the Supplier's compliance with its obligations under this clause 12. The audit rights under this clause 12.2 are in addition to and without prejudice to any further audit or inspection obligations of the Supplier or rights of the Purchaser agreed elsewhere in this T&Cs and each may be exercised separately. Audits or inspections carried out in accordance with this clause 12.2 shall be at the Purchaser's expense unless the audit or inspection identifies a material breach of the Supplier's obligations under this clause 12 in which case the Supplier shall reimburse the Purchaser for all its reasonable costs incurred in the course of the audit or inspection. 12.3 In the event of non-compliance with this clause by the Supplier, the Supplier shall act to resolve any non-compliance and will resolve in accordance with the Purchaser's instructions, where these are issued, to resolve any non-compliance, which shall include backdating any applicable payments to the applicable date. The backdating of payments shall be undertaken entirely at the cost of the Supplier, and the Supplier shall have no right to recover such costs of non-compliance or the costs of resolving non-compliance from the Purchaser. In the event the Supplier has not resolved the non-compliance within a reasonable time, the Purchaser shall be entitled to withhold such payment as may be due for the Goods, Works and/or Services until such time as the Supplier has acted to resolve the non-compliance or the Purchaser shall be entitled to rescind the Order. 13. PRICE AND PAYMENT 13.1 Prices shall remain as stated in the Order and shall not be subject to variations, unless agreed in writing by the Purchaser. 13.2 The Supplier shall send to the Purchaser as soon as reasonably practicable after the Order Performance a Value Added Tax invoice. 13.3 Prices quoted shall be exclusive of Value Added Tax and shall be deemed to be inclusive of any other form of purchase tax 14.6 The Supplier shall conform and ensure that its employees and sub-contractors conform with all statutes, statutory rules, orders, directives or regulations in force at the time in respect of employment of the Supplier's personnel for the execution of the Order. In particular the Supplier shall, in relation to the work and the Supplier's employees and subcontractors employed thereon, observe the applicable labour, social security and health and safety at work provisions (including, without limitation, Spanish Prevention of Labour Risks Law (<i>Ley 31/1995, de 8 de noviembre, de prevención de Riesgos Laborales</i>) and Spanish Regulation of Prevention Services (<i>Real Decreto 39/1997, de 17 de enero, por el que se aprueba el Reglamento de los Servicios de Prevención</i>)). To the maximum extent permitted by law, the Purchaser shall not be liable before any sub-contractor or sub-contractors' employees for any claim directly or indirectly related to the Order and, consequently, the Supplier undertakes to carry out any action under its control to avoid such claims. If applicable according to the scope of the Order, the Supplier shall comply with the provisions of Spanish Royal Decree 1627/1997 on minimum health and safety requirements in construction works (<i>Real Decreto 1627/1997, de 24 de octubre, por el que se establecen disposiciones mínimas de seguridad y de salud en las obras de construcción</i>). 14.7 The Supplier warrants that it is and shall for the duration of the performance of the works remain fully compliant with all applicable rules and regulations in force relating to security whether imposed by the Purchaser or by statute or regulation. 15. WARRANTY 15.1 Without prejudice to any other rights and remedies of the Purchaser, the Supplier warrants that the design, supply, use and quality of the Order will comply in all respects with (a) any statute, statutory rule, order, directive or statutory licence, consent or permits which may be in force at any time; (b) the Order Performance and all supporting literature and documentation comply with all trade descriptions; and (c) the technical specifications agreed by the parties to this agreement. 15.2 Where applicable and unless otherwise agreed in writing by the Purchaser, the Supplier warrants to have all necessary licences and comply with all relevant government regulations. 15.3 The Supplier shall indemnify the Purchaser against all claims, proceedings, damages, losses, expenses or liabilities the Purchaser may suffer or incur by reason of any breach or alleged breach of the warranties contained in this clause. 16. DEFECTS LIABILITY 16.1 If within twelve months of: (i) the Service having being supplied (if any); and (ii) the Works having been completed (if any); and (iii) the Goods having been put into service (if any); any defect relating to the Order shall be discovered or arise under normal use attributable to faulty design, materials or workmanship the Supplier shall without prejudice to any other rights or remedies of the Purchaser promptly replace, repair, re-work or remedy the defect to the Purchaser's satisfaction or replacement without charge to the Purchaser. 16.2 Where the parties agree a guarantee period in excess of twelve months, clause 16.1 shall be deemed to be amended to provide for such longer periods. 16.3 The provisions of this clause shall apply to any replacement Goods, Works and/or Services as if they were Goods, Works and/or Services but shall not prejudice any of the Purchaser's rights resulting from any defects in the Order. 17. INSURANCE 17.1 The Supplier shall maintain adequate insurance to the full value of the Order. 17.2 The Supplier shall maintain at all times adequate insurance with a reputable insurer acceptable to the Purchaser against the liabilities in clauses 16 and 18. The Supplier shall, at the Purchaser's request, produce for inspection any such policy or policies or such documentary evidence of the same and/or evidence of payment of premium as the Purchaser may require. 18. INDEMNITY 18.1 The Supplier shall indemnify the Purchaser against the following: (a) loss, damage or personal injury including death arising from, or caused by or contributed to the negligent act or omission of the Supplier or its servants, agents, or sub-contractors or arising from any breach of any terms and conditions of the Order or this T&Cs or any alleged fault or defect (howsoever arising) in the materials, workmanship or quality of the services supplied by the Supplier and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto; and (b) loss or damage to property of the Purchaser or third parties and all claims in respect of personal injury (including death) howsoever caused to or by any of the employees, servants, agents or subcontractors of the Supplier in performance of the Order. 19. CONFIDENTIALITY 19.1 The Order and the subject matter thereof shall be treated as confidential between the parties and shall not be disclosed or publicised by the Supplier to any third party for any reason without the Purchaser's prior written consent. 19.2 The Supplier shall not advertise, announce, or otherwise publicise in any form or co-operate or allow to be advertised, announced or otherwise publicised that the Order is to be or has been supplied by it to the Purchaser or otherwise use the Purchaser's name or any other form of identity without the Purchaser's prior written consent. 19.3 The Supplier shall not copy or otherwise make available to any third party any specifications, drawings, patterns, tools, tooling of any kind, written instructions, or other instructions or technical papers supplied by the Purchaser or produced by the Supplier at the Purchaser's cost for the purpose of the Order and the same shall remain the property of the Purchaser and must be returned to the Purchaser on demand free of charge.
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from a third party. Without prejudice to any rights or remedies available to the Purchaser, the Supplier shall pay to the Purchaser any excess expenditure incurred directly or indirectly by the Purchaser as a result of such cancellation. 7.4 All deliveries of Goods will be at the Supplier's own risk and expense. 7.5 The Purchaser shall be under no obligation to accept delivery of the Order before the date(s) specified in the Order. 7.6 The Order Performance shall be made to the address as shown on the Order unless the Supplier is subsequently advised in writing by the Purchaser of a change of address. In the event that the Order Performance is made to the wrong address, the Purchaser reserves the right (at its discretion) to refuse to accept the Order Performance at that address or charge the Supplier for the cost of subsequent transfer. 7.7 Without prejudice to its other rights, the Purchaser shall be entitled to recover from the Supplier the liquidated damages as specified in the Order or the damages suffered, in the event of the Supplier failing the Order Performance to the full satisfaction of the Purchaser by the date specified in the Order. The Purchaser reserves the right to deduct any sums due to it under this clause from any outstanding payments due to the Supplier by the Purchaser or any Group Company. 7.8 The Supplier shall, at the Purchasers discretion, repair or replace free of charge any item(s) damaged or lost whilst in transit. 7.9 All deliveries must be appropriately packed for the mode of delivery and in compliance with all applicable packaging regulations. 8. REJECTION AND RESCISSION If the Goods, Works and/or Services do not comply with the Order or any of the T&Cs are breached or not complied with by the Supplier, or it is evident that the Supplier will be unable to perform its obligations, the Purchaser shall at its discretion be entitled, but not obliged to treat the Order as repudiated or reject and/or rescind the Order (notwithstanding that the property relating to the Order may have passed) by giving written notice to the Supplier and the following conditions shall apply: (i) the Supplier shall repay to the Purchaser any monies paid by the Purchaser in respect of the rejected Order; (ii) the Supplier shall be fully accountable to the Purchaser for any direct or indirect loss the Purchaser may have suffered arising from or out of such repudiation, rejection and/or rescission including but not limited to the reasonable costs incurred by the Purchaser in obtaining replacement Goods, Works and/or Services from a third party; and (iii) any such repudiation, rejection and/or rescission shall be without prejudice to the accrued rights of either party. 9. RISK & TITLE OF GOODS 9.1 Subject to the provisions of clause 5.3, the property and risk in the Goods shall pass to the Purchaser on acceptance by the Purchaser or (in the case of delivery by instalments) on the acceptance by the Purchaser of each instalment. 9.2 If the Supplier postpones delivery at the request of the Purchaser title shall pass to the Purchaser seven days after the date of receipt of notification from the Supplier that the delivery is ready for dispatch however the risk remains with the Supplier until actual delivery has been completed.	and/or import duties applicable from time to time. Value Added Tax at the appropriate rate where chargeable shall only be paid by the Purchaser on receipt of a valid Value Added Tax invoice. Where Incoterms apply, unless otherwise stated, Delivery At Place (DAP) will be applicable. 13.4 Payment shall be made in accordance with the payment terms stated on the Order. If no payment terms are stated on the Order payment shall be net 30 days. 13.5 The period for payment shall begin to run on receipt of the correct and fully detailed invoice. 13.6 The Purchaser reserves the right to deduct from any monies due or becoming due to the Supplier any monies due from the Supplier to the Purchaser whether under the Order or otherwise or any other Group Company in respect of materials supplied or services rendered by the Purchaser or any other Group Company or any other sums due to the Purchaser from the Supplier. 13.7 Invoices are submitted by the Supplier to the Purchaser via e-mail and all invoicing costs shall be borne by the Supplier. Notwithstanding, the Purchaser may alternatively require the Supplier to (and the Supplier shall) submit its invoices through any reasonable electronic invoicing platform which the Purchaser shall specify by providing sufficient notice in writing to the Supplier. 14. SITE WORKS 14.1 Where the Order requires the Supplier to assemble, construct, fit, install or carry out any of the works on the Site, the following terms and conditions shall apply: (i) The Supplier will provide all the necessary plant tools machinery, materials and labour to enable the Supplier to carry out the works specified in the Order. The Supplier shall provide the Purchaser on request with such drawings, reports, specifications, designs or other documents as used by the Supplier in connection with the works; (ii) The Supplier will be required to provide a competent representative on the Site who will report to the Purchaser as the Purchaser may direct and who will liaise with the Purchaser's own Project Manager or such other person nominated by the Purchaser. 14.2 The Supplier will at its own cost replace, repair or reinstate as the Purchaser may require any of the Purchaser's buildings, equipment and/or property which may be lost, damaged or destroyed by the Supplier during the execution of the work. 14.3 During or on completion of the works, no off cuts, waste or other materials remaining will be removed from the Site without the Purchaser's prior consent. 14.4 The Purchaser reserves the right to request the Supplier to remove its employees where in the Purchaser's sole opinion be unsatisfactory or unsuitable for work on the Site. 14.5 All plant, tools, machinery and materials necessary for carrying out the work will be of a standard approved by the Purchaser and the Supplier shall be responsible for all disbursements, costs and charges in providing welfare facilities for the Supplier's personnel including (inter alia) accommodation, subsistence, medical facilities, food, work permits and transport to and from the Site.	20. DATA PROTECTION 20.1 Where, in relation to the Order, the Purchaser will be the controller and the Supplier will be the processor of any personal data, it is hereby agreed that in addition to and notwithstanding any other right or obligation arising under the Order, the Supplier shall: (a) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the potential risks for the rights and freedoms of individuals concerned, take all technical and organisational measures to ensure a level of security appropriate to the risk and as necessary or desirable to ensure that personal data is protected against loss, destruction and damage, and against unauthorised access, use, modification, disclosure or other misuse. Such technical and organisational measures shall include, at a minimum, compliance with the Purchaser's data protection and security policies as provided by the Purchaser from time to time, and may include, as appropriate: (i) the pseudonymisation and encryption of personal data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing; (b) process personal data only on the documented instructions of the Purchaser (including with regard to transfers of personal data outside the European Economic Area or Spain or to an international organisation, unless the Supplier is otherwise required to process personal data by European Union and/or Spanish law to which the Supplier is subject, in which case the Supplier shall immediately inform Purchaser of that legal requirement unless prohibited by that law on important grounds of public interest), and shall not process the personal data for any other purpose; (c) keep a written record of any processing of personal data it carries out on behalf of the Purchaser, containing all information required by applicable data protection legislation, and make this record available on request to any relevant Supervisory Authority; (d) take reasonable steps to ensure that the Supplier's employees which are authorised to process the personal data are subject to binding confidentiality obligations in respect of the personal data; (e) consider all suggestions made by the Purchaser to ensure that the level of protection provided for personal data is in accordance with this clause and to make the changes suggested (at the Supplier's cost) unless the Supplier can prove to the Purchaser's reasonable satisfaction that they are not necessary or desirable to ensure on-going compliance with this clause 20; (f) not disclose personal data to any third party without the written authority of the Purchaser or as provided for in this clause; (g) promptly comply with any request from the Purchaser requiring the Supplier to amend, transfer or delete personal data;
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(h) assist the Purchaser in ensuring compliance with its obligations under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, Spanish Organic Law 3/2018, of 5 December, on the protection of personal data and guarantee of digital rights, Spanish Organic Law 7/2021, of 26 May, on the protection of personal data processed for the purposes of the prevention, detection, investigation and prosecution of criminal offences and the execution of criminal penalties, Spanish Organic Law 15/1999, of 13 December, on the protection of personal data, Spanish Royal Decree 1720/2007, of 21 December, approving the regulations implementing Spanish Organic Law 15/1999, of 13 December, on the protection of personal data (in force on matters not covered by the Spanish Organic Law 3/2018, of 5 December, on the protection of personal data and guarantee of digital rights), Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector, and any other regulation concerning the processing of personal data, as well as any report or document issued by the competent Spanish Authorities, the Data Protection Agency or the European Data Protection Board ("Data Protection Legislation"), and with fulfilling its obligations to respond to requests in respect of data subject rights, taking into account the nature of the processing and the information available to the Supplier; (i) at the Purchaser's election delete or return all personal data and existing copies to the Purchaser at the end of the provision of any Goods, Works and/or Services provided pursuant to the Order; (j) make available to the Purchaser all information necessary, and allow for and contribute to audits and inspections conducted by the Purchaser or the Purchaser's mandated auditor, to demonstrate the Supplier's compliance with its obligations under this clause; (k) not authorise a third party (sub-contractor) to process the personal data without the prior written consent of the Purchaser; (l) process personal data in compliance with all Data Protection Legislation and shall not do or omit to do anything which causes the Purchaser to breach any Data Protection Legislation or contravene the terms of any registration, notification or authorisation under any Data Protection Legislation of the Purchaser; (m) not transfer personal data outside the European Economic Area or Spain without the prior written consent of the Purchaser (such consent may be subject to and given on terms as the Purchaser may in its absolute discretion prescribe); (n) cooperate on request with any relevant Supervisory Authority; (o) on the Purchaser's request, adhere to any applicable code of conduct or certification method approved under Data Protection Legislation; and (p) take any further action and execute any further documents and amendments to this T&CS as may, in the Purchaser's reasonable opinion, be required to comply with Data Protection Legislation. 20.2 The Supplier shall notify the Purchaser immediately if: (a) it receives a request from an individual to access, or to obtain information relating to processing of, their personal data; (b) it receives an objection from an individual or a request from an individual to cease processing, or to rectify, block, restrict, erase or destroy, or for portability of, their personal data; (c) it receives any complaint, notice or communication which relates directly or indirectly to the processing of personal data or to either party's compliance with Data Protection Legislation and/or the data protection principles set out therein; (d) in the Supplier's opinion, any instruction given by the Purchaser to the Supplier infringes Data Protection Legislation; (e) it becomes aware of a breach of this clause 20 or if it becomes aware of any suspected or detected (actual or potential) breach of security, unauthorised or unlawful processing, compromise, loss, destruction, damage or corruption of any personal data; and (f) any advance in technology and methods of working which mean that the Purchaser should revise its security measures. 20.3 Taking into account the nature of the processing, the Supplier shall assist the Purchaser by appropriate technical and organisational measures, insofar as possible, with fulfilling its obligations in respect of data subject rights under Data Protection Legislation, including to respond to requests from data subjects, in order to ensure that the individual's rights under Data Protection Legislation are satisfied. 20.4 The Supplier shall indemnify the Purchaser and Group Companies for (and hold the Purchaser and Group Companies harmless from) all losses, liabilities (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation, and all interest, penalties and legal costs (calculated on an indemnity basis)), costs, damages, expenses (including management time) and charges incurred or suffered by it or any Group Company arising in connection with an act or omission of the Supplier (or its subcontractors) in breach of this clause 20. 21. INFORMATION SECURITY 21.1 For the purpose of this provision: "Affiliate" means in relation to either party each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party or any other business entity from time to time controlling, controlled by, or under common control with, either party. "Competent Authority" means any competent authority that is designated under the NIS Regulations for the territorial jurisdiction	21.3 The Supplier shall indemnify and keep indemnified on demand and hold harmless the Purchaser and its Affiliates from and against all losses suffered or incurred by them arising out of or in connection with a breach by the Supplier of this clause. 21.4 In addition, the Supplier as service provider shall conform to the Information Security requirements as included in the Cyber Risk and Information Security provisions as provided by the Purchaser from time to time. 22. ESG AND SUSTAINABILITY 22.1 The Supplier undertakes that: (a) it shall carry on its business in accordance with its company ESG policies including but not limited to climate change, environment, sustainability, procurement, human rights, whistleblowing, risk management and internal control as they apply to the Order; (b) all of its policies listed in section (a) above align with the following Purchaser policies; Climate change (PO-GRP-001), Environment (PO-GRP-007), Sustainability (PO-GRP-016), Procurement (PO-GRP-013), Human Rights (PO-GRP-009), Whistleblowing (PO-GRP-018), Risk Management and Internal Control (PO-GRP-014) (as provided by the Purchaser from time to time); (c) where the Supplier does not have a company policy in place for any matter listed in section (a) above, it shall adopt and carry on its business in accordance with the corresponding Purchaser policy listed in section (b) above; and (d) it shall comply with all requirements, and take reasonable steps to meet the expectations, outlined within SSE Sustainable Procurement Code provided by the Purchaser from time to time. 22.2 The Supplier shall, where requested by the Purchaser through provision of the associated Sustainability Works Information provided by the Purchaser from time to time, provide within a reasonable period of time a written report summarising all activity, progress and data, including that carried out by subcontractors, relevant to clause 22.1 in a form outlined by the Purchaser within the Sustainability Works Information which will also outline the schedule for reporting against key ESG and Sustainability criteria. Information provided to the Purchaser under this clause shall be accurate and not misleading in any material respect. Reasonable efforts shall be made by the Supplier to reduce actual or expected gaps in its (and its subcontractors) reporting information, with details on the steps taken in respect of such efforts disclosed to the Purchaser upon request. 22.3 The Supplier shall assign a named person who shall be the direct contact of the Purchaser to manage all sustainability related issues relating to the Order. 22.4 The Supplier shall demonstrate compliance with this clause for its direct operations as well as operations of its contractors and sub-contractors. The Supplier shall cooperate in good faith with all reasonable requests made by the Purchaser for information to be provided to confirm the Supplier's compliance with its obligations under this clause 22. The Supplier shall make available to the Purchaser all information necessary and allow for and contribute to audits and inspections conducted by the Purchaser or the Purchaser's mandated auditor, to demonstrate the Supplier's compliance with its obligations under this clause 22. The audit rights under this clause 22 are in addition to and without prejudice to any further audit or inspection obligations of the Supplier or rights of the Purchaser agreed elsewhere in this T&CS, and each may be exercised separately. Audits or inspections carried out in accordance with this clause 22 shall be at the Purchaser's expense unless the audit or inspection identifies a material breach of the Supplier's obligations under this clause 22 in which case the Supplier shall reimburse the Purchaser for all its reasonable costs incurred in the course of the audit or inspection. 22.5 In the event of non-compliance with this clause by the Supplier, the Supplier shall (at its own cost) act to resolve any non-compliance and will resolve in accordance with the Purchaser's instructions, where these are issued, to resolve any non-compliance. In the event the Supplier has not resolved the non-compliance within a reasonable time (as determined by the Purchaser in its sole discretion), the Purchaser shall be entitled to withhold payment[s], for any amount up to 10 percent as may be due for the Goods, Works and/or Services until such time as the Supplier has resolved the non-compliance. 23. STATUTORY REQUIREMENTS 23.1 The Supplier undertakes, warrants, and represents that: (a) neither the Supplier nor any of its officers, employees, agents, contractors, subcontractors, or workers otherwise employed throughout its supply chain has: committed an offence under any applicable human rights related laws, anti-slavery and human trafficking-related laws, statutes, regulations, and codes in force from time to time including, but not limited to Spanish employment laws ("Modern Slavery Regulations"); or (ii) been notified that it is subject to an investigation, inquiry, claim, action, proceeding, or complaint relating to an alleged offence or prosecution under Modern Slavery Regulations; or (iii) become aware of any circumstances within its supply chain that could give rise to an investigation, inquiry, claim, action, proceeding, or complaint relating to an alleged offence or prosecution under Modern Slavery Regulations; (b) it shall comply with Modern Slavery Regulations and aim to reduce the risk of offences under such regulations within its supply chain or otherwise within its business; (c) where any of its officers, employees, agents, contractors, subcontractors, or workers otherwise employed throughout its supply chain will have occasion to work on the Purchaser's premises or at a place of work in any way under the Purchaser's control, all of the aforementioned parties will be informed of and have access to a means for reporting an actual or suspected	24. INTELLECTUAL PROPERTY RIGHTS 24.1 All intellectual property in both tangible and electronic format including drawings, transparencies, prints, photographs, negatives, working notes and books ("Intellectual Property") created for or supplied by the Purchaser shall be the property of the Purchaser. Any originals and all copies shall be returned to the Purchaser on completion of the Order. 24.2 All documents drawings technical know-how, software calculations, computer listings, designs and inventions developed by the Supplier pursuant to the Order whether fully or partially completed shall be the property of the Purchaser and the copyright for the same shall be vested in the Purchaser. 24.3 Each party grants the other party a royalty-free, non-exclusive licence to use any of its Intellectual Property strictly necessary for the purpose of carrying out the Order. The Supplier grants the Purchaser a royalty-free, non-exclusive licence to use any of its Intellectual Property strictly necessary for any purpose in connection with the Goods, Works and/or Services. Neither party may grant any sub-licence to use the other's Intellectual Property except that the Purchaser may allow its Group Companies and any person working for or on behalf of the Purchaser or any Group Company to use the Suppliers' Intellectual Property for the purpose of carrying out the Order and any other purpose in connection with the Goods, Works and/or Services. 24.4 The Purchaser reserves the right to repossess such intellectual property at any time and the Supplier shall grant an irrevocable right and licence to the Purchaser its servants or agents to enter with or without vehicles upon all or any of its premises or any land or premises occupied by the Supplier or wherever such property is located. The right shall continue to subsist notwithstanding the termination of the Order for any reason and is without prejudice to any other rights of the Purchaser under or in respect of the Order or otherwise. 25. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS 25.1 Without prejudice to the other rights and remedies, the Supplier shall fully indemnify and hold harmless the Purchaser against any and all actions, claims, demands, proceedings, damages, costs, charges and expenses (including without limitation legal fees and costs and consequential loss and damage resulting directly or indirectly at any time from the purchase, exploitation, marketing, supply or other use of the Goods, Works and/or Services) in respect of any alleged or actual infringement of any patent, registered design, copyright or other intellectual property right. 25.2 If at any time allegation of infringement of any intellectual property rights is made or in the Purchaser's reasonable opinion is likely to be made, then the Supplier will, at its own cost, either: (a) procure for the Purchaser the right to continue to use the Goods, Works and/or Services without infringing any rights in any or all ways and in and for any or all purposes for which it dealt with or was dealing or intended to deal with the goods, works or services prior to the allegation of its likelihood arising; or (b) replace the Goods, Works and/or Services which do infringe any intellectual property rights to comply with the Specification. 26. DOCUMENTATION, INFORMATION AND TRAINING 26.1 The Supplier will provide for the Purchaser where applicable no later than the date of delivery or installation of the Order: (a) any operator's manuals, instruction manuals, list of recommended spares and other supporting information; (b) sufficient information about the use for which the goods, works or services have been designed and have been tested; and (c) detailed information about any conditions or procedures required to ensure that, when put to use, they will be safe and without risk to health. 26.2 If any Goods are perishable or have a life expectancy of a fixed duration or if there are any circumstances known to the Supplier which could adversely affect the life span of the Goods, then the Supplier shall immediately advise the Purchaser in writing all such necessary and appropriate information relating thereto which information shall upon receipt by the Purchaser but not before form part of the description of the Order (or part thereof). 26.3 If requested, the Supplier will, at no cost, allow the Purchaser the opportunity to attend the Supplier's factory or premises for the purposes of receiving training as may be deemed necessary for the effective use, functioning and maintenance of the Goods. The Supplier will provide at no cost to the Purchaser suitably qualified personnel for the purpose of giving the Purchaser's employees such training. 26.4 The Purchaser, acting reasonably, shall approve the format of the Supplier's application and any subsequent Supplier's invoice. It is a condition precedent to payment that the Supplier's application and any subsequent Supplier's invoice is presented in the form previously approved by the Purchaser. 26.5 The Purchaser, acting reasonably, shall approve the format for submission of the Supplier's quotation for any agreed addition/variation/amendment to the Order. 27. CANCELLATION Without prejudice to its other rights and remedies the Purchaser reserves the right to cancel the Order for any reason and at any time upon giving the Supplier notice in writing. Save in the event of breach of contract by the Supplier a reasonable price will be paid by the Purchaser for all work in progress at the date of cancellation which is subsequently accepted by the Purchaser on cancellation. The Purchaser shall not be liable for any other direct
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and subsector in relation to which SSE provides an Essential Service. “Essential Service” means a service which is essential for the maintenance of critical societal or economic activities, as further defined in Schedule to NIS Regulations. “Incident” means any event having an actual adverse effect on the security of NIS on which SSE relies for its Essential Service. Network and information system (“NIS”) means: (a) an electronic communications network within the meaning of the NIS Regulations; (b) any device or group of interconnected or related devices, one or more of which, pursuant to a program, perform automatic processing of digital data; or (c) digital data stored, processed, retrieved or transmitted by elements covered under paragraph (a) or (b) for the purposes of their operation, use, protection and maintenance; “NIS Regulations” means the Network and Information Systems Directive 2022 (2022/2555 of 14 December 2022) (as amended, revoked or replaced from time to time). As long as the NIS Directive has not been transposed, its reference in the text above shall be read as meaning all the rules of Spanish Royal-Decree Law no. 2018-12 of 7 September 2018 transposing the former RSI Directive 2016/1148. 21.2 The Supplier shall: (a) have in place, and maintain at all times during the term of this agreement, appropriate and proportionate technical and organisational measures to manage risks posed to the security of any NIS(s) on which Purchaser’s Essential Service relies (having regard to the state of the art, and ensuring a level of security of the NIS(s) appropriate to the risk posed); (b) take appropriate and proportionate measures to prevent and minimise the impact of Incidents, with a view to ensuring the continuity of the Essential Service; (c) not do, or omit to do, anything which would (or is likely to) result in the Purchaser being in contravention of, and/or incurring any liability under, the NIS Regulations; (d) comply with: (i) any guidance of any Competent Authority; and/or (ii) any other reasonable instructions of the Purchaser, in each case in relation to the NIS Regulations, and as may be notified by the Purchaser to the Supplier in writing from time to time; (e) notify the Purchaser about any Incident without undue delay and no later than 24 hours after the Supplier becomes aware of the Incident; (f) ensure that any notification provided to the Purchaser pursuant to clause (e) contains the following information: (i) the time the incident occurred; (ii) the duration of the incident; (iii) information concerning the nature and impact of the incident; (iv) information concerning any, or any likely, cross-bored impact of the Incident; and (v) any other information that the Supplier considers acting reasonably, may be useful to, or is otherwise requested by, the Purchaser and/or any Competent Authority, and is in such form as may be reasonable requested by the Purchaser from time to time; and (g) follow any instructions of the Purchaser and/or Competent Authority in relation to such incident.	instance or risk of offences under Modern Slavery Regulations including slavery or human trafficking which bears a connection to the Order in any way whatsoever. The Purchaser reserves the right to speak independently to those aforementioned parties where it has reason to believe that any of the Supplier’s obligations under clause 23 have been breached; and (d) it shall notify the Purchaser immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents, contractors, subcontractors, or workers otherwise employed throughout its supply chain have breached or potentially breached any of the Supplier’s obligations under clause 23. Any notice under this clause 23.1(d) shall set out full details of the circumstances concerning the breach or potential breach of the Supplier’s obligations, remedial action taken, and action to prevent further breaches. 23.2 The Supplier shall comply with all applicable anti-bribery and anti-corruption legislation (“Anti-Bribery Laws”) including the Spanish Criminal Code (Código Penal) and Spanish Law 10/2010, of April 28, on the prevention of money laundering and the financing of terrorism, as may be amended from time to time. 23.3 Throughout the term of the Order the Supplier shall maintain and enforce its own policies and procedures relating to anti-bribery and anti-corruption to ensure compliance with all Anti-Bribery Laws. Whether the Supplier has ‘adequate procedures’ shall be determined by reference to Anti-Bribery Laws and any guidance issued under Anti-Bribery Laws. 23.4 The Supplier shall procure that all persons associated with the Supplier (as defined by Anti-Bribery Laws) including any contractors, subcontractors and suppliers comply with the provisions of this clause 23. 23.5 The Supplier shall permit the Purchaser and its third party representatives, on reasonable notice during normal business hours, to have access to, and take copies of, the Supplier’s records, policies, procedures and any other materials as may reasonably be requested by the Purchaser, and to meet with the Supplier’s personnel in each case in order to audit the Supplier’s compliance with its obligations under this T&CS and allow the Purchaser to meet its own obligations under the Anti-Bribery Laws. 23.6 A person who is not a party to this agreement may not enforce any of its terms. 23.7 The Supplier confirms that it conforms and complies at all times with all relevant legislation. 23.8 Any breach of clause 23 by the Supplier shall be deemed a material breach of the Order and shall entitle the Purchaser to terminate the Order. 23.9 In the event of any breach of clause 23 by the Supplier, the Supplier shall act to resolve such breach in accordance with the Purchaser’s instructions. Without prejudice to the Purchaser’s right to terminate the Order under clause 23.8, where the Supplier has failed to resolve any breach of clause 23 within a reasonable time (as determined by the Purchaser at its sole discretion), the Purchaser shall be entitled to withhold such payment as may be due for the Goods, Works and/or Services until such time as the Supplier has acted to resolve the breach.	or indirect cost or loss to the Supplier including (but not limited to) indirect loss, consequential loss or loss of business or opportunity. 28. AVAILABILITY OF SPARES 28.1 The Supplier will make available to the Purchaser on demand an appropriate quantity and range of spares for the Goods for a minimum period of 10 years from the date of the last delivery. 28.2 Without prejudice to the Purchaser’s other rights and remedies, in the event of the Supplier being unable to comply with the provisions of this clause, the Supplier will provide at no cost sufficient information and technical data to enable the Purchaser to manufacture or obtain such spares. 29. FORCE MAJEURE If the Supplier fails to perform any part of the Order, as a consequence of an event of Force Majeure, the Purchaser may at its discretion suspend or cancel the Order, in whole or in part, without any liability to the Supplier for payment for such suspended or cancelled part. 30. ASSIGNMENT The Supplier will not without the prior written consent of the Purchaser assign, transfer, encumber or subcontractor otherwise deal with the whole or any part of the Order or the benefit thereof or rights thereunder. 31. INSOLVENCY Without prejudice to its other rights the Purchaser will have the right forthwith to cancel the Order by notice in writing to the Supplier in the event that: (a) any person enforces any security or guarantee against the Supplier; or (b) any formal step, or factual situation, in connection the insolvency (<i>concurso de acreedores</i>) or pre-insolvency (<i>comunicación de apertura de negociaciones con los acreedores or solicitud de homologación de un plan de reestructuración</i>) proceeding occurs in respect of the Supplier or any of its assets under Spanish Insolvency Law (<i>Ley Concursal</i>) regarding entities incorporated in Spain, or an analogous event in any other jurisdiction occurs. 32. WAIVER Failure by the Purchaser to exercise or enforce any right conferred by the Order shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise of enforcement thereof or of any other right on any later occasion. 33. LAW AND JURISDICTION The Order and this T&CS shall be governed construed and interpreted in accordance with common laws (<i>derecho común</i>) of Spain. The parties hereby agree to submit to the sole jurisdiction of the courts the City of Madrid in Spain in respect of any dispute arising out of or in connection with the Order or this T&CS. 34. SUPPLIER’S SIGNATURE The Supplier by signing and returning the Order and a copy of these terms and conditions acknowledges and affirms that these terms and conditions shall govern the Order Performance.
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