



GENERAL TERMS AND CONDITIONS OF THE AVANGRID GROUP FOR THE SUPPLY OF EQUIPMENT AND MATERIALS

1. PURPOSE OF THE DOCUMENT

This document sets out the general contracting terms and conditions (these “GTCs”) for a supply of Equipment and Materials and Associated Services, to any company that is part of the Avangrid Group or Iberdrola Group domiciled and incorporated under the laws of United States of America (each such company, “Avangrid”) by any third party entering into Contract for such supply (the “Supplier”). Avangrid and Supplier are sometimes referred to herein as “Party” and collectively “Parties”

2. SCOPE OF THE APPLICATION

2.1 These GTCs shall apply to any and all provision of Equipment and Materials and any Associated Services by Supplier to any Avangrid company, unless otherwise agreed to by the Parties in the Contract. Therefore, contrary terms proposed by Supplier (or that may be viewed as implied in the course of negotiations, or by common use, customs or practices) prior dealings between the Parties are hereby excluded and, for the avoidance of doubt, shall not form part of the Contract.

2.2 These GTCs shall form part of the contractual relationship between the parties in connection with the supply of Equipment and Materials and Associated Services, and shall, together with the other parts of the Contract, set out the reciprocal rights and obligations of the Parties.

2.3 The participation in a tender process organised by Avangrid for the presentation of a bid by the Supplier shall automatically imply the awareness and acceptance by the relevant Supplier of these GTCs in the event of being awarded the bid.

2.4 Any exception to these GTCs by Supplier shall be valid only if accepted in writing by Avangrid. Such exceptions shall apply only to the referenced specific Contract and shall not be effective to any other Contracts

2.5 This document is available on the Avangrid.com website in the section “Suppliers”, “Purchasing Portal”.

3. DEFINITIONS

As used in these GTCs, the following terms shall have the meanings given to them below:

“**Applicable Law**” means all laws (including common law), constitutions, statutes, rules, regulations, ordinances, judgments, orders, decrees, injunctions, settlements and writs of any Governmental Authority having jurisdiction over any Party, Contract, Bid, Supply, Equipment or Material, as applicable.

“**Associated Services**” means those services provided by a Supplier that are related or ancillary to a specific Supply as defined and detailed in the Contract.

“**Availability Notice**” means the document to be issued by the Supplier to inform Avangrid that the Equipment and Materials or a part thereof is available for immediate collection or delivery (as appropriate).

“**Avangrid Group**” means Avangrid and any other entity Controlling, Controlled by, or under common Control with Avangrid. The term “Control” and its derivatives shall mean with regard to any entity, the legal, beneficial, or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights.

“**Bid**” or Tender means the proposal made by a Bidder in response to a Request for Bid, which shall be binding upon the Bidder during the term set forth therein, and which shall not be a binding contract document or give rise to any binding obligation or liability on the part of any Avangrid unless and until a Contract has been constituted in accordance with the terms of these GTCs.

“**Bidder**” is the individual person or legal entity named in the Bid that presents an offer in response to a bid process, including a Request for Tender, initiated by Avangrid.

“**Completion Notice**” means the document to be issued by the Supplier to notify Avangrid that the Equipment or Material or part thereof has been completely finished and is ready for Avangrid to issue the relevant shipment authorization after the verification it considers appropriate is conducted.

“**Condition**” means a condition set out in these GTCs.

“**Confidential Information**” has the meaning given to it in Condition 7.1.

“**Contract**” means an agreement between the Parties that sets forth the terms and conditions for contractual relationship between the Parties related to the Supply. It shall be formed by the following documents:

- a) The document that formalises the agreement, be it as a (i) written contract signed by both parties, or (ii) in the form of an order, which is a binding document issued by Avangrid and accepted by the Supplier.
An order is considered as accepted: (i) beginning the moment the Supplier starts to fulfil obligations set out in the order issued by Avangrid; (ii) through issuing confirmation via any method that faithfully verifies acceptance; or (iii) when the request consists of a framework agreement that is carried out through supply orders once fifteen (15) days have transpired since being issued.
- b) Avangrid's Corporate Responsibility Policies.
- c) Code of ethics for Avangrid Suppliers.
- d) Technical documentation that apply (such as technical specifications, quality plan, schedules, exhibits, etc.).
- e) Specific Conditions, where applicable.
- f) These GTCs.
- g) Bid or Tender.

The Specific Conditions and technical documentation that are issued for each tender shall include the exceptions and variations agreed by and between both parties. In the case of the technical documentation, such exceptions or variations can also be included in an annex thereto.

These documents complement each other so that what is agreed and stipulated in all of them comprises the content of the selected bid, which will be interpreted by the entirety of the documents comprising it.

In the event of a contradiction between any of the Contract documents, that which appears first on the aforementioned list shall prevail.

The Supplier shall make available all of the required documents that comprise the Contract through the Avangrid Group's website or through the method described under each Offer Request. Therefore, the Supplier must be familiar with it, and the existence of

a Contract implies that it has been fully accepted in its totality along with the compliance obligation.

Except for those cases where a different agreement is made, the entry into force of the Contract shall take place upon its formalisation, whether it is through signing the written contract by both parties or the order's acceptance by the Supplier under the terms set out in these GTC.

“**Equipment and/or Materials**” means all goods, equipment, stock, machinery, apparatuses, components, subcomponents, items, elements, materials, reports, data, presentations, documents, software, materials, and any other assets or items (in any format) provided by the Supplier or on its behalf to Avangrid under and/or pursuant to the Contract, including (without limitation) those items detailed in the Technical Specification or in any other part of the Contract.

“**Governmental Authority**” means any governmental department, commission, board, bureau, agency, court or other instrumentality of any country, state, province, county, parish or municipality, jurisdiction, or other political subdivision thereof, and any regulatory body or independent system operator.

“**Iberdrola Group**”: the group of companies formed by Iberdrola, S.A. and its subsidiaries (any company or legal entity in respect of which Iberdrola owns, or has the power to vote or exercise a controlling influence with respect to, more than half of the capital or other ownership interest giving holders the right to (1) elect or dismiss the majority of the board of directors or other governing body of that legal entity or (2) holds the majority of voting rights of that legal entity).

“**Letter of Intent**” means a binding agreement between the Parties setting forth the general understanding and agreement of the Parties with respect to the essential terms of a Supply and that formalizes the intention of the Parties to enter into more specific Contract.

“**Personnel**” means the workers, employees, managers and supervisors of the Supplier that will carry out or be involved in the execution of the Equipment and Materials Supply.

“**Quality Plan**” means the document which details the set of activities, resources and actions that make up the quality management for Equipment or Materials and for a specific organisation.

“Request for Bid” means the invitation issued by Avangrid to a potential Supplier to take part in a Bid that sets forth and specifies the Equipment or Material to be supplied along with the documentation that the Bidder must include and the requirements to fulfil.

“Specific Conditions” is the document that sets forth for each particular case the additional terms and conditions, clarifications and exceptions to these GTC or to any other documents included in the Contract.

“Supplier” has the meaning set forth in Section 1 above.

“Supply” means the Equipment and Materials, and the Associated Services, if any, to be supplied or provided to Avangrid by Supplier pursuant to the Contract.

“Technical Specification” means the document or set of documents normally prepared for a specific Supply, detailing the required specific and particular technical requirements of the relevant Material or Equipment including, where applicable, testing or inspection procedures.

“Time Schedule” means a schedule included as part of a Contract specifying the required delivery and related milestones and deadlines of Supplier with respect to a Supply.

Unless the context otherwise clearly requires: (i) references to the masculine gender shall include the feminine and neuter; (ii) references to the singular number shall include the plural, and vice versa; (iii) where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings; (iv) the words “herein,” “hereunder” and “hereof” refer to the provisions of these GTCs as a whole and not to any particular portion or provision of these GTCs; (v) the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation”; (vi) references to “or” shall be deemed to be disjunctive but not necessarily exclusive (i.e., unless the context dictates otherwise, “or” shall be interpreted to mean “and/or” rather than “either/or”); (vii) references to a “day” shall mean a calendar day, unless the term “business day” is used, which shall mean every day other than a Saturday, Sunday or a day on which banks are permitted or required to remain closed in the State of New York; (viii) references to agreements and other contractual instruments shall be deemed to include all

subsequent amendments, restatements, supplements, extensions and other modifications to such instruments; and (ix) references to the Parties in these GTCs shall be deemed to include references to their successors and permitted assigns.

4. EXECUTION OF THE SUPPLY

4.1 GENERAL

Supplier shall supply the Equipment and Materials in strict compliance with Applicable Law and the Contract. Supplier shall bear the risks of the Supply until such Supply is delivered to Avangrid in accordance with the Contract.

4.1.1 Within the limits set forth by the Contract, the Supplier shall supply the Equipment and Materials in a complete unit capable of carrying out the relevant function, as well as the Associated Services to such unit.

4.1.2 Unless expressly indicated otherwise, the Supplier shall supply new and not pre-owned Equipment and/or Materials.

4.1.3 Should the supply of Equipment and Material include the provision of Associated Services at Avangrid’s location, unless otherwise expressly agreed to, the Supplier shall meet the requirements set forth in the general conditions of the Avangrid Group for the engagement of works and/or services.

If in connection with the Supply Avangrid provides Supplier with any materials, equipment, tools, drawings, specifications, information, or any other items, Supplier shall (i) hold such items in safe custody at its own risk, (ii) maintain them in good condition until returned to Avangrid, (iii) maintain adequate insurance coverage in relation to such items while in Supplier’s possession, and (iv) not dispose of or use such items other than in accordance with the Contract or Avangrid’s express written instructions or authorization.

Supplier shall not do or omit to do anything which may cause Avangrid and/or any Avangrid Group company to lose any permit, License, authority, consent or permission upon which it relies for the purposes of conducting its business, or face any penalty thereunder.

4.1.4 The Supplier hereby warrants and undertakes to Avangrid that:

- a) It has the right, power, capacity, skills, experience and authority to enter into the Contract and to supply the Equipment and Materials and perform the Associated Services;
- b) It shall supply the Equipment and Materials and perform the Associated Services in accordance with all of the terms of the Contract, to the reasonable satisfaction of Avangrid, in accordance with good industry practice and in compliance with all Applicable Laws relevant to the supply of the Equipment and Materials and the provision of the Associated Services;
- c) It shall use Personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- d) All Equipment and Materials and Associated Services shall conform with all descriptions and specifications set out in the Contract, and the Equipment and Materials and the Associated Services shall be of satisfactory quality and shall be fit for any purpose expressly or impliedly made known to the Supplier by Avangrid;
- e) It shall (having regard to the terms of the Technical Specification) use the best available quality goods, materials, standards and techniques, and ensure that the Equipment and Materials, and all goods and materials supplied and used in the Associated Services or transferred to Avangrid, shall be free from defects in workmanship, installation and design;
- f) The use by Avangrid and/or any Avangrid Group Companies of the Equipment and Materials, the Associated Services and/or any other items provided by or on behalf of the Supplier or are otherwise used by the Supplier in connection with the provision of the Supply under and/or pursuant to the Contract shall not infringe the intellectual property rights of any third party;
- g) It has and shall continue to have all licenses, permissions, authorizations, consents and permits required to perform its obligations under the Contract;
- h) It shall implement and observe sound environmental practices and procedures in connection with the supply of the Equipment and Materials and/or the provision of the Associated Services;
- i) It shall observe fair employment practices and policies in relation to any staff that are engaged in the supply of the Equipment and Materials and/or the provision of the Associated Services;
- j) The Supplier (and all staff engaged in the supply of the Equipment and Materials and/or the provision of the Associated Services) shall comply with all rules, policies and procedures (including, without limitation, health and safety practices and anti-corruption practices) notified to the Supplier in connection with the supply of the Equipment and Materials and/or the provision of the Associated Services; and
- k) The Supplier shall afford Avangrid or its duly authorized representatives such access to the Supplier's premises as may be reasonably necessary to enable Avangrid to satisfy itself that the Supplier is complying with its obligations pursuant to the Contract, including in connection with the quality standards required under this Condition 4.1.4.

4.1.5 The Supplier shall neither be relieved of its obligations to provide any of the Equipment and Materials and/or any Associated Services in accordance with the terms of the Contract, nor be entitled to an increase in any of the prices, as the result of or in connection with any change in any Law which impacts on the performance of the Supplier's obligations under the Contract and which comes into force on or after the effective date of the Contract. Any changes to the Contract that are required as a result of any change in Law shall be documented in accordance with Condition 13.3, provided always, for the avoidance of doubt, there shall be no increase to any prices and/or the rates of any of the prices payable by Avangrid under the Contract.

4.2 SUPPLIER'S ORGANIZATION

4.2.1 Supplier shall act as an independent contractor and all Personnel employees by Supplier in connection with the Supply shall be employees of Supplier or its subcontractors and not employees of Avangrid. Supplier is not an agent of Avangrid and shall maintain complete control over its Personnel, including the selection and supervision of its Personnel in connection with the Supply, and exercising management and monitoring authority over the Personnel in accordance with Applicable Law.

4.2.2 When the activities established in the Contract are associated with the supply of electricity, gas and/or other utilities, the Supplier shall ensure that the aforementioned supply complies with all Applicable Laws.

4.2.3 Supplier shall organize its Personnel allocated to the Supply execution so that their responsibilities and lines of action are clearly defined at all times.

4.2.4 All Supply provided by Supplier, its Personnel or Supplier's subcontractors under the Contract shall be performed by qualified persons knowledgeable and proficient in the work practices applicable in accordance with the requirements to the work task assigned in accordance with the Contract.

Supplier shall designate a suitably senior, qualified and experienced representative from its organization to act in its behalf in connection with the Supply and shall advise Avangrid in writing of the name, address, and telephone number of such representative.

4.3 QUALITY MANAGEMENT

4.3.1 Supplier shall use a quality management system in connection with the Supply which shall meet the requirements set forth in the Contract, if any. Upon request of Avangrid, Supplier shall provide a reasonable detailed quality management system plan or other equivalent quality control plan, as applicable, for Avangrid's review and approval.

4.3.2 If Avangrid determines it is applicable, together with the detailed Time Schedule (to be submitted to Avangrid in accordance with clause 5.4.4. below) the Supplier shall submit a detailed Quality Plan. It shall be prepared in accordance with the terms reflected in the aforementioned detailed Time Schedule and with the Quality Plan contained in the Bid.

The detailed Quality Plan, which shall be subject to Avangrid's approval, shall comply with at least the following requirements:

- a) Inclusion of the requirements under Applicable Laws and, in general, all those set forth in the Contract.
- b) Identification of the elements and materials to be used.
- c) Establishment of a manufacturing, inspection and test programme.
- d) Description of the qualification of Personnel and laboratory.

- e) Definition of storage, handling, conservation and transport conditions.

4.3.3 The Supplier shall be responsible for carrying out the required inspections and tests on the Equipment and Materials in accordance with the terms of the Quality Plan, Applicable Law and the Contract.

4.3.4 Avangrid and its representatives shall have access to the Supplier's facilities and those of its suppliers and subcontractors to carry out the relevant quality monitoring activities.

4.3.5 Accordingly, the Supplier shall notify Avangrid in writing, with at least ten (10) days prior notice, of the dates programmed for the tests or manufacturing phases previously defined by Avangrid in the manufacturing, inspection and test programme and which have to be presented by the Supplier to Avangrid as part of the detailed Quality Plan, according to clause 4.3.2 above. The definitive confirmation of the relevant date shall be notified with at least three (3) days prior notice. In addition, the Supplier shall provide the name of the person acting as its contact person.

4.3.6 The Supplier shall supply Avangrid with the examination and test procedures at least forty-five (45) days prior to the date it is scheduled to be done. Such procedures shall be subject to Avangrid's approval.

4.3.7 The Supplier shall provide Avangrid with all the certificates, test reports, non-conformity reports and notices of major repairs in the shortest possible term after the relevant operation has been performed.

4.3.8 Once the manufacture of an item has been completed and prior to each shipment, the Supplier shall issue a certificate of compliance with the applicable specifications, codes and standards. This certificate shall be sent to Avangrid and shall be required for Avangrid issuing the shipment authorization for the relevant item.

4.3.9 Based on the documents drawn up within the scope of the detailed Quality Plan and regardless of the documentation supplied as per previous clauses, the Supplier shall prepare and send to Avangrid a technical report that shall be sent to Avangrid, together with the Equipment and Materials, for its approval and filing.

4.3.10 Once the work Completion Notice has been received, Avangrid shall perform a final inspection of the Equipment or Material or part thereof in order to issue the relevant shipment authorization. In order to perform such final inspection, where applicable, Avangrid and the Supplier shall follow the procedure set forth in clause 5.3.5.

4.3.11 Avangrid may require additional tests or examinations besides those laid out in the Contract. Such additional examinations or tests shall be considered, where applicable, as changes, in accordance with the provisions of clause 12.2.

4.3.12 If, during the tests, any result fails to comply with the provisions contained in the applicable Technical Specifications and/or any other document that is part of the Contract, the Supplier may choose to replace the affected Equipment or Material or repair it, on its own account, as long as such repair is allowed by applicable legislation and standards and the new schedule meets Avangrid's requirements.

4.3.13 Neither the implicit or explicit acceptance or approval nor the omission of the indication of defects in the components of the Equipment and Materials by Avangrid or its representatives shall release the Supplier from any of its responsibilities.

4.4 DELIVERY TERMS AND CONDITIONS.

Supplier shall comply with the delivery terms and conditions for the Supply including the Time Schedule set forth in the Contract and/or those notified at any moment by Avangrid to the Supplier in accordance with the Contract.

In case it would be applicable, any partial deliveries agreed upon shall be made in accordance with the Time Schedule, where Avangrid shall reserve the right of accepting advanced, unscheduled, deliveries when considered appropriate.

The following two sections shall not apply for the supply of Equipment or Materials available in the Supplier's warehouse or terms of delivery below three (3) months.

4.4.1 One month after the Bid acceptance, the Supplier shall provide a detailed Time Schedule in accordance with the Time Schedule submitted in the Bid, comprising at least the following activities and the relevant dates:

- Information and data to be supplied by Avangrid.

- Delivery of plans, calculations, inspection procedures, instruction books and other documents of the Supplier for approval.
- Stock of subcontracted raw materials and parts.
- Workshop manufacturing plan and final tests.
- Transport and deliveries.
- Assembly at site.
- Preliminary tests and provisional reception at site and final acceptance.
- Sending of final dossier.

Some of the above activities may not apply, depending on the scope of the Supply covered by the Contract.

The delivery sequence shall be logically associated with an ordered assembly sequence.

The beginning of the Time Schedule shall be the date agreed in the Letter of Intent or in the Contract and/or the date specified by Avangrid to the Supplier.

4.4.2 On a monthly basis and arising from the issuance of the detailed Time Schedule, the Supplier shall send Avangrid a progress report showing the work carried out during the preceding month and a comparison with the agreed planning.

Such report shall list the components and services included in the scope of the Supply, indicating the anticipated delivery dates.

Avangrid and its representative shall have access to the Supplier's facilities and its respective sub-suppliers' facilities to carry out any monitoring activity they consider necessary to ensure fulfilment with the planning.

4.4.3 The delivery procedures that shall be followed are set out below:

- a) In any event the Supplier shall send to Avangrid the work Completion Notice, indicating the Equipment or Material or part thereof to which the said notice refers.
- b) When the Equipment or Material or part thereof has to be removed by Avangrid from the Supplier's facilities, the Supplier shall issue the Availability Notice, which shall contain the following information:
 - i. Contract reference number of Avangrid.
 - ii. Number of packages available, indicating for each package: Material or Equipment contained, size, weight.
 - iii. Estimated value of the goods with regard to storage and transportation insurance.

- iv. Indications to be considered with regard to transportation due to the specifications of the Materials or Equipment.
 - v. Reference number of the Equipment or Material if provided by Avangrid.
 - vi. Specific address of the place of collection of the goods.
- c) When the Equipment or Material or part thereof is to be delivered by the Supplier to Avangrid's facilities, the Supplier shall issue the shipment notice, indicating the following:
- i. Contract reference number of Avangrid.
 - ii. Number of packages sent, indicating the material contained in each package, as well as the estimated value of the goods for purposes of the storage insurance.
 - iii. Reference number of the material if provided by Avangrid.
- d) The Supplier shall not ship the Equipment or Material or part thereof until it receives the shipment authorization from Avangrid.

This shipment authorization issued by Avangrid shall contain at least the following information:

- i. Contract reference number of Avangrid.
- ii. Name of the Supplier and/or subcontractor, if applicable.
- iii. Authorized Equipment or Materials.
- iv. Signature or signatures of the persons responsible for the acceptance.

In any case, a copy of the shipment authorization shall be attached by the Supplier to the delivery note of each of the items delivered and covered by the aforementioned authorization.

4.4.4 If a Material or Equipment or part thereof cannot be delivered for any reason once it has been finished, the Supplier shall store it in accordance with prudent industrial practices until it can be delivered, and the storage expenses incurred shall be on the account of the Supplier, just as the risks of loss or damages.

4.5 PACKAGING AND MARKING

4.5.1 Supplier shall ensure that the Equipment and Materials packaged and handled in accordance with prudent industry practices, and the applicable terms and conditions of the Contract.

4.5.2 The Supplier shall be responsible for any damage resulting from defective or inappropriate packaging of the Equipment and Materials.

4.5.3 All the Equipment and Materials shall be duly marked, referenced and labelled for correct and easy identification and reception.. The marking and labels to be put on each piece of Equipment and Materials or part thereof shall be those indicated in the Contract and, in any case, they shall indicate the Contract number.

4.5.4 Avangrid reserves the right, for itself or its representatives, to inspect all the packages prepared for a shipment. Such inspections shall not release the Supplier of its responsibility regarding the packaging and marking of the Supply.

4.5.5 Supplier shall ensure that each package containing the Equipment and Materials includes a delivery note detailing the Equipment and Materials included in the package, the applicable price and quantity and the applicable Contract number visible place.

4.5.6 The Supplier shall ensure that:

- a) the Equipment and Materials are properly packed and secured in such manner as to ensure that they reach their destination in good condition and in compliance with the warranties and undertakings under the Contract; and
- b) the Equipment and Materials are suitably and sufficiently marked, endorsed and labelled with information and advice necessary to instruct and warn any persons into whose hands the Equipment and Materials may come about any hazards to health and/or safety that are reasonably foreseeable as arising from despatching, handling, using or possessing the Equipment and Materials and also about the necessary precautions to be taken in relation to the Equipment and Materials. If it is not reasonably practicable to label the Equipment and Materials in accordance with this Condition 4.5.6(b), the relevant information and advice must be provided by the Supplier by means of a written notice which accompanies such Equipment and Materials.

4.5.7 Avangrid accepts no liability for pallets, containers, cases, drums or any other form of packing material used by the Supplier in supplying the Equipment and Materials.

4.5.8 The Supplier shall supply the Equipment and Materials on the relevant date(s) and to the relevant location(s) specified by Avangrid during Avangrid's normal hours of business, or as otherwise instructed by Avangrid in writing.

4.5.9 The Supplier shall not supply the Equipment and Materials in instalments without Avangrid's prior written consent. Condition 4 shall apply equally in relation to any instalment of Equipment and Materials.

4.6 TRANSPORTATION

Transportation shall be carried out in accordance with the provisions set forth in the Contract.

4.7 TRANSFER OF TITLE AND RISK OF LOSS

Unless otherwise provided in the Contract the title to all of the Equipment or Materials shall pass from the Supplier to Avangrid upon the earlier of (i) the date when payment for the Equipment or Materials is made by Avangrid, and (ii) the date of delivery of the Equipment or Materials at the point of delivery agreed in the Contract and, where applicable, once its set-up and/or configuration by the Supplier is complete and its suitable functioning is proven, as the case may be (including as set forth herein).

Supplier shall retain care, custody and control of the Equipment and Materials until the date of delivery of such Equipment or Materials to Avangrid pursuant to the applicable Contract. Risk of loss for the Equipment and Materials will transfer from Supplier to Avangrid upon the delivery, acceptance (after inspections and/or testing) and installation of such Equipment or Materials to Avangrid pursuant to the applicable Contract.

4.8 SUPPLY ACCEPTANCE

4.8.1 The Supply shall be accepted on delivery in accordance with the requirements set forth in the Contract, or if no such requirements are specified therein, then the requirements set forth in this Section 4.8.

All Supply shall be subject to inspection and testing at reasonable times by Avangrid in order to verify compliance with requirements under the applicable Contract. All Equipment and Materials after their delivery or installation may be tested, at Avangrid's sole option, by either Avangrid or Supplier to ensure that such Equipment and Materials conform to the requirements under the applicable Contract,

including the applicable Technical Specifications. Inspection or testing of any part of the Supply shall in no way relieve Supplier from any of its obligations under the applicable Contract or Acceptance Order, nor constitute acceptance or waiver of any of the rights and remedies of Avangrid hereunder.

Any Equipment or Materials or Associated Services shall not be deemed accepted by Avangrid until Avangrid establishes to its reasonable satisfaction that such Equipment, Materials or Associated Services conform to the requirements under the Contract through inspection or testing thereof. Avangrid shall have the right to reject any part of the Supply not conforming to the requirements set forth in the Contract at any time upon giving a written notice to Supplier.

4.8.2 The Supplier shall provide Avangrid with all the information and documentation in connection with the Equipment and Materials of the Supply required in accordance with Applicable Law, including any legal importation documentation, if applicable, Supplier of the Equipment and Materials of the Supply, and it shall be fully responsible for the payment of any taxes, duties, fees, contributions, or any other payments due as a result of the importation or re-exportation of the relevant Equipment and Materials as part of the Supply.

4.9 WARRANTIES

Supplier shall provide warranties with respect to the Supply as set forth in the Contract, or if no such warranties are specified therein, then the warranties set forth in this Section.

4.9.1 Supplier warrants to Avangrid with respect to the Supply that (a) all the Equipment and Materials (i) shall be new (or refurbished to be like new if expressly agreed to by Avangrid) and of good quality; (ii) shall be free of defects and deficiencies in design and engineering, materials, manufacture, and workmanship; (iii) shall be transferred to Avangrid free and clear of any liens or encumbrances, and (b) all Associated Services shall be performed in a good and workmanlike manner; and, in each case of (a) and (b), the Supply shall comply with and conform to the Applicable Law, Technical Specifications, and express requirements of the applicable Contract. The warranties set forth in this Section 4.9 are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by Applicable Law, custom, and usage of trade.

4.9.2 Supplier's warranties for the Supply set forth in these GTCs shall commence (a) with respect to the Equipment and Materials, upon delivery, installation and acceptance by Avangrid of such Equipment and Materials in accordance with the applicable Contract, and (b) with respect to the Associated Services, upon completion and acceptance by Avangrid of such Associated Services in accordance with the applicable Contract. Supplier's warranties shall terminate: (i) for the Equipment and Materials, on the expiration of five (5) years from delivery, installation and acceptance of the Materials, and (ii) for Associated Services, on the expiration of three (3) years from completion and acceptance of the Associated Services, unless a different warranty expiration date is specified in applicable Contract.

4.9.3 Without prejudice to Avangrid's other rights other rights and/or remedies under and/or pursuant to this Contract, if at any time during the applicable warranty period (i) Supplier has knowledge of any failure or breach of the warranty provided in these GTCs, or (ii) Avangrid discovers any failure or breach of the warranty and notifies Supplier in writing of such failure or breach, Supplier shall, at Supplier's sole cost and expense (including the cost of transportation, labor, cranes, equipment, parts and all other incidental costs associated therewith), correct such failure or breach, whether by repair, retrofit, replacement or otherwise (which corrective action shall include any necessary removal, disassembly, re-design, reinstallation, reassembly, reconstruction or re-testing and commissioning of any part or portion of the Supply or the Supply connected to, damaged or otherwise affected by such failure, breach or corrective action) and otherwise cause the Supply to comply fully with the warranties under these GTCs.

4.9.4 Any warranty repair or other corrective work performed by Supplier pursuant to these GTCs shall address the cause, and not just the effect, of such failure or breach, and shall commence within three (3) business days of discovery of a warranty failure or breach. Supplier shall use commercially reasonable efforts to complete any warranty repair within fifteen (15) business days after failure or breach of warranty, provided that for warranty repairs of any failures that cannot be reasonably completed within such time frame of fifteen (15) business days, Supplier shall diligently pursue and complete such repairs as soon as possible.

4.9.5 If, after learning of the existence of any failure or breach of the warranty or written notification by Avangrid within the applicable warranty period, Supplier fails to complete the warranty repair in the times set forth for such repair in Section 4.9.4, Avangrid may notify Supplier in writing that it intends to initiate and complete the required warranty repairs after the giving of notice, and, within ten (10) business days after Supplier's receipt of such notice, absent corrective steps by Supplier pursuant to Section 4.9.3, Avangrid may thereafter elect to have the repairs made in a manner which is consistent with the requirements of the applicable Contract, and such repairs shall be covered by Supplier's warranties under these GTCs. Supplier shall be liable for all undisputed, reasonable, direct and documented costs, charges and expenses incurred by Avangrid in connection with such repair or replacement and shall pay to Avangrid within thirty (30) days of receipt of Avangrid's invoice.

4.9.6 Notwithstanding Section 4.9.2, the warranty period applicable to any Equipment or Materials repaired, replaced, retrofitted or remedied under these GTCs as part of warranty repair shall be the greater of (i) the remainder of the original applicable warranty period, or (ii) one (1) year commencing on the date Supplier completed such repair, replacement or retrofit for such Equipment or Materials.

4.9.7 Upon Avangrid's request, Supplier shall provide Avangrid with a written report for each applicable warranty repair as promptly as possible, but in no less than thirty (30) days after each such warranty repair is completed. Each warranty repair report (i) will identify in reasonable detail the cause of failure of any breach or failure of warranty; (ii) describe the correction performed; and (iii) include other detailed warranty repair related information, including the date and start/end time of work performed, parts used or replaced, and quantity and unit of measure of each part consumed or replaced.

4.9.8 All repairs, retrofits, or other corrective actions taken by Supplier in furtherance of complying with its warranty obligations under these GTCs, and all the Equipment and Materials incorporated into the Supply as part of such corrective actions shall comply with the warranties in this Section 4.9 of these GTCs.

4.9.9 Supplier shall only use like-new refurbished Equipment and Materials for the Supply:

- (a) if such Equipment and Materials are specified in applicable Contract, or
- (b) in case of warranty repair, pursuant to Section 4.9.3 of these GTCs.

Any refurbished Equipment and Materials provided or used by Supplier shall (i) be like-new, (ii) be provided at the prices specified in the applicable Contract, unless otherwise agreed to by Avangrid, and (iii) comply with and conform to Applicable Law, Technical Specifications, and express requirements of the applicable Contract. Except as set forth in this Section 5.9.9, Supplier shall not incorporate any used, reconditioned, refurbished or out-of-warranty Equipment or Materials into the Supply, without the prior written consent of Avangrid.

4.9.10 The warranty, or the remaining portion of such warranty, provided pursuant to the GTCs shall be transferable to any subsequent third-party purchaser of the Equipment and Materials and/or the Associated Services.

4.10 REMEDIES

If Supplier fails to comply with its obligations under these GTCs, Avangrid shall be entitled to pursue any and all rights and remedies that Avangrid may have against Supplier under the Contract or at law or in equity, including, but not limited to:

- a) terminating the applicable Contract in full or partially;
- b) withholding payment under the applicable Contract;
- c) offsetting any amounts due and payable by Supplier to Avangrid pursuant to any other agreement between Supplier and Avangrid;
- d) refusing to accept any attempted delivery or redelivery of the Equipment and Materials and/or the Associated Services;
- e) requiring Supplier to refund any sums that Avangrid paid in advance for the Equipment and Materials and/or Associated Services that have not been supplied or performed by Supplier in accordance with the applicable Contract within a period of no more than three (3) days at the date of request by Avangrid, in the bank account established by Avangrid;
- f) requiring Supplier to reimburse Avangrid for any additional costs, loss or expenses incurred by Avangrid which are in any way attributable to Supplier's failure to supply the Equipment and Materials and/or Associated Services in accordance with the applicable Contract,

including the additional costs of obtaining replacement goods and/or services;

- g) rejecting any Equipment and Materials, in whole or in part, whether or not title to them has passed to Avangrid and to return them to Supplier at Supplier's own risk and expense;
- h) requiring Supplier to repair or replace any rejected Equipment and Materials and/or re-perform the relevant Associated Services; and/or
- i) calling the bonds, letters of credit or other security granted by the Supplier.

Avangrid's rights and remedies under this clause 4.10 are in addition to its rights and remedies under the Contract and Applicable Law.

4.11 INSURANCE

Without prejudice to Supplier's risks, obligations and liabilities under and/or pursuant to the Contract, the Supplier shall maintain in full force and effect for as long as is reasonably required for the purposes of the Contract, with reputable insurers authorized to operate in the scope of the Contract and at its own cost, the following insurance cover (having regard to the nature and extent of its obligations under the Contract) including, without limitation:

4.11.1 Compulsory and/or statutory insurances to be in force according to the applicable legislation or statutory requirement (including Workers' Compensation)

Notwithstanding the provisions of these general conditions regarding subcontracting, where applicable, these insurances should be required (and documented) by the Supplier from its subcontractors.

4.11.2 Liability insurance in a broad form, with a minimum insured limit of \$5,000,000 per event, including all liabilities related with the performance of the Contract (including among others, coverage for the liability based on the products delivered, automobile liability and services rendered, for the sudden and accidental pollution and, when appropriate, for the liability arising out of the use and management of data and network risks – and all related Legal Defense Costs) arising out of:

- loss of, damage to or loss of use of property of any third party, including AVANGRID /Iberdrola.
- bodily and personal injury (including death and/or illness) to any person, even those at the service of Supplier (WC/Employers' Liability) or AVANGRID/Iberdrola.

If the scope of the Supply includes the transport of Equipment or Materials under liability of the Supplier, the latter shall contract an appropriate insurance policy which shall include cover for third party damage.

The Supplier shall ensure that all policies of insurance maintained pursuant to this Condition 4.11 must contain a waiver of subrogation in favour of AVANGRID/Iberdrola, where applicable.

4.11.3 Any other insurances expressly required by Avangrid as set out in any other part of the Contract.

Each insurance policy, except Workers' Compensation and Employers' Liability, shall be endorsed to add Avangrid and/ or its affiliates as an additional insured. All insurance where Avangrid and/ or its affiliates is an additional insured must contain provisions which state that the policy will respond to claims or suits by Avangrid and/ or its affiliates against the Supplier/Consultant/ Labor supplier/etc. In addition, Avangrid and/ or its affiliates should be notified of any reduction in the aggregate policy limits.

4.11.4 By no later than the commencement of the Contract, the Supplier shall provide evidence (i.e. Insurer/Broker Certificate) that the insurance policies are in full force and effect and that the scope of the insurance cover is in line with that required by this Contract. The supplier undertakes to extend the scope of the insurance if, in the opinion of AVANGRID/Iberdrola, it becomes necessary. The fact that the Supplier has sent insurance evidence shall not imply that AVANGRID/ Iberdrola has approved such insurances.

Should the expiry of any required policy take place during the term of this Contract it shall be necessary to provide evidence of the renewed policies and prove continued compliance with the Insurance requirements indicated in the above mentioned sections. In addition, when so required, it shall also provide evidence of payment of the premiums due in respect of any such policies.

The Supplier shall promptly notify AVANGRID/Iberdrola of any material modification, non-renewal or cancellation of the insurance policies; and shall provide adequate evidence of any and all changes.

4.11.5 If the Supplier fails to pay the premiums or provide or maintain any of the insurances which it is required to obtain and maintain under this Condition

4.11, AVANGRID/ Iberdrola shall have the right, but not the obligation, to procure and maintain the required insurance in accordance with this Condition 4.9 and the Supplier shall promptly pay the cost thereof on demand and shall furnish all information and assistance as AVANGRID/Iberdrola may reasonably require to be furnished in order to acquire and maintain such insurance. Procurement and maintenance of such insurance by Avangrid under this Condition 4.11.5 shall in no way relieve the Supplier of its obligations under Condition 4.11.

4.12 NO LIENS

Except to the extent that undisputed fees have not been paid by Avangrid to Supplier pursuant to applicable Contract, Supplier shall not incur, assume or suffer to be created by it, or any of its subcontractors, employees, laborers, mechanics or material of goods or services or any other person entitled to file a lien under applicable law, any lien on any Avangrid facility, the Equipment and/or Materials, and/or Associated Services, or any part thereof, or interest in, any part thereof. Subject to the foregoing, Supplier shall as soon as practicable pay or discharge, and discharge of record, any such lien for labor, materials, supplies or other charges which, if unpaid, might be or become a lien upon any Avangrid facility, the Equipment and/or Materials, Associated Services, or any part thereof or else promptly provide a bond in an amount and from a surety reasonably acceptable to Avangrid to protect against such lien. Supplier shall notify Avangrid of the assertion of any such lien against any Avangrid facility, the Equipment and/or Materials, the Associated Services, or any part thereof promptly upon learning of such lien.

Upon the failure of Supplier promptly to pay or discharge any lien as required by this Condition 4.12 within thirty (30) days of notice of the existence thereof from any source or else promptly to provide a bond in an amount and from a surety reasonably acceptable to Avangrid to protect against such lien, Avangrid may, but shall not be obligated to, pay, discharge or obtain a bond or security for such lien and, upon such payment, discharge or posting of security therefor, shall be entitled immediately to recover from Supplier the amount thereof, together with all reasonable expenses incurred by Avangrid in connection with such payment or discharge, or to set off all such amounts against any sums owed by Avangrid to Supplier.

4.13 WORKPLACE HEALTH AND SAFETY

Supplier shall comply with all applicable health and safety laws, rules, and regulations.

5 ECONOMIC CONDITIONS

5.1. PRICES

5.1.1 Prices set forth in the Contract, as applicable, shall be the full and exclusive consideration for the supply of the Equipment and Materials and shall be inclusive of all taxes, customs, duties and other public dues and the costs of package, supply, insurance, carriage, delivery and installation of the Equipment and Materials and any other direct or indirect costs in connection therewith, unless otherwise agreed in writing by Avangrid.

5.1.2 The prices shall be broken down into (i) the price of the Equipment and Materials; (ii) the price of the Associated Services, and (iii) the sales, use, excise or other relevant taxes, where applicable.

The price of the Equipment and Materials shall include the design and engineering, as well as the resulting plans, graphs, instruction books, lists of spare parts and other documents to be supplied by the Supplier in connection with the Supply.

5.1.3 The prices of Supplies shall adopt the modality of transport, packaging and insurance paid by the Supplier up to the installation required by Avangrid and, in the case of Supplies abroad, in accordance with the DDP modality (Incoterms of the International Chamber of Commerce).

With regard to the delivery, ownership and insurance, etc., the terms and conditions shall be those established by the International Chamber of Commerce, except where such provisions are in contradiction with the terms and conditions set forth in the Contract, in which case the latter shall prevail.

5.1.4 Prices set forth in the Contract shall be considered fixed and not subject to review.
5.1.5 Changes in currency exchange rates shall not allow any variation or review on the agreed prices.

5.1.5 No increase in the prices may be made (whether on account of increased material, labour or transport costs, indexation, fluctuation in rates of exchange or otherwise) without the prior written consent of Avangrid. No amount in addition to the prices shall be payable by Avangrid unless agreed in writing and are either (i) signed by authorized

representatives of Avangrid or (ii) confirmed by Avangrid in a written amendment to the Contract.

5.2 INVOICING

5.2.1 Supplier shall submit to Avangrid invoices in connection with the Supply in accordance with the terms and conditions of the applicable Contract.

5.2.2 Unless otherwise provided in the applicable Contract, Supplier shall submit the invoices to Avangrid at Avangrid's address indicated in the Contract and shall include the tax number of Avangrid indicated therein. The invoices shall meet the requirements set forth in the applicable Contract and shall expressly include the Contract reference number to which they correspond and the taxable amount, retention amount, and, where applicable, taxes amount.

5.2.3 Unless otherwise provided in the applicable Contract, Supplier shall not issue invoices under any circumstances based only on the execution of the Contract by the Parties.

5.2.4 Unless otherwise provided in the applicable Contract, the date of each invoice shall be the effective date of the acceptance of the relevant Supply by Avangrid in accordance with the Contract and shall not be prior to the date on which, in accordance with the Contract, it is to be issued. Invoices may only be issued for the items received and registered in accordance with the above mentioned conditions of delivery

5.2.5 Invoices that do not meet any of the above requirements or the requirements set forth in the Contract shall not be accepted and shall be returned. The partial non-fulfilment of any of the relevant obligations shall be considered as a failure to comply with all of them.

5.2.6 The payment of the invoices by Avangrid shall not release Supplier from any of its responsibilities or obligations under the Contract.

5.2.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in supplying the Equipment and Materials and providing the Associated Services, and the Supplier shall allow Avangrid to inspect such records at any time upon Avangrid's reasonable request.

5.3 PAYMENTS

5.3.1 All payments shall be done in the term of sixty (60) days starting with the receipt of the corresponding valid invoice that has been properly rendered in accordance with the Contract. The effective date of payment of the invoice shall be the first payment date so established in the Avangrid Group's administrative calendar after the invoice becomes due. The aforementioned administrative calendar shall establish at least one (1) payment day every month.

Payments shall only be made to the name of the Supplier and via transfer to an open bank account held by the Supplier, be it in the country where the Supplier or the Avangrid Group company that has contracted out for the Supply have its registered office, or in the country where the Supply has been delivered. As appropriate, the Supplier shall prove ownership and provide identifying details concerning the bank account where the payments are to be made. Avangrid may retain any relevant payment, without incurring any liability, until the Supplier proves the ownership of the bank account.

If payment is made by check, it shall be the nominative and the Supplier undertakes to deposit it in a bank account opened under its name in a country that does not have the consideration of tax haven according to Applicable Law.

5.3.2 Avangrid shall have the right in accordance with the Contract to retain all the payments pending to Supplier or incurred on the account of Supplier in an amount that is sufficient to cover Supplier's liabilities arising due to Supplier's breach of its obligations under the Contract.

This right of retention and payment on account of the Supplier shall extend to any damages resulting from Supplier's breach of its obligations under the Contract.

5.3.3 Avangrid shall be entitled to withhold and offset any pending payment to the Supplier, from the amount that the Supplier owes to Avangrid or any of the companies of the Avangrid Group.

5.3.4 Any payment of the price does not imply Avangrid's acknowledgement of the Supplier having fulfilled all its obligations under the Contract or any waiver of any rights Avangrid might hold under the Contract.

5.3.5 Avangrid shall withhold from payments those taxes that correspond to current legislation, meaning the Supplier must prove or certify as the case may be, prior to payment of the invoice, any exemptions or percentage reductions of the withholding, for reasons of residence or any other circumstance that bestows the right to a more favourable treatment.

5.3.6 In no case shall payments be made to a Supplier that is not current with its tax or social obligations until it resolves the issue.

5.3.7 Supplier shall not be entitled to assign its obligations or collection rights under the Contract without the prior written consent of Avangrid.

5.3.8 In the event that Avangrid finds that there is a breach of an obligation on the part of the Supplier, and that this may result in joint and several liability, subsidiary liability, or any other direct action against Avangrid, regardless of whether or not this leads to the termination of the Contract, then as soon as Avangrid becomes aware of such circumstances, Avangrid may (without prejudice to its other rights and remedies under and/or pursuant to the Contract) proceed to withhold all payments that are pending to the Supplier for any reason in a sufficient amount to cover said liabilities and Avangrid may pay or settle such liabilities from any withheld sums.

5.4 PERFORMANCE GUARANTEE

If required by Avangrid, Supplier shall provide to Avangrid a performance guarantee as required under the applicable Contract, in the form of a letter of credit, surety bond, bank guarantee, or other guarantee acceptable to Avangrid, as security for Supplier's performance under the applicable Contract.

The Supplier and Avangrid agree that for each payment made in this regard that has no associated advance payment, Avangrid shall withhold 10% (ten percent) of the sum as a guarantee of fulfilment by the Supplier of its obligations under the Contract (hereinafter, the **Fulfilment Guarantee**).

Avangrid may accept to replace such deduction by the delivery of the Supplier to Avangrid at the beginning of the Supply as a surety of a bank guarantee for 10% (ten percent) of the total amount of the Supply, issued by a financial entity accepted by Avangrid, where the relevant expenses shall be on the Supplier's account.

The bank guarantee terms and conditions shall expressly state the following:

- Its irrevocable and unconditional character, excluding the benefit of discussion, division and order.
- It shall be a first demand guarantee, payable within a period of five days beginning with the requirement issued by Avangrid.
- The validity period in agreement with the Contract plus an additional 12 months.
- Subject to the legislation of the state of New York and under the jurisdiction of the courts of the city of New York.

Cancellations shall only be made after Avangrid has issued its written consent.

5.5 Delay Liquidated Damages

5.5.1 Without prejudice to other remedies that Avangrid may have under the Contract or the law, if Supplier fails to meet the Time Schedule or other delivery date obligations set forth in the Contract (the “**Guaranteed Delivery Dates**”), then Supplier shall pay to Avangrid as liquidated damages for such delay, and not as a penalty, the amounts set forth in the applicable Contract, if any, for each day the delivery is late under the applicable Contract (the “**Liquidated Damages**”). If the Contract not establishes an amount, the amount of the Liquidated Damages shall be equal to one percent (1%) of the final total price of the supply of the Equipment and Materials and any Associated Services (defined as the initially agreed prices plus any adjustments or reviews carried out according with the terms of the Contract resulting from modifications, extraordinary work, revision of prices, or any other reason) for each full calendar week’s delay.

Without prejudice to Avangrid’s other rights and remedies under and/or pursuant to the Contract and/or at law, such Delay Penalty shall never exceed fifteen percent (15%) of the final total price of the Supply, defined as the initially agreed price of the Supply plus any adjustments or reviews carried out according with the terms hereunder

5.5.2 The Parties acknowledge and agree that because of the unique nature of the Supply it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by Avangrid as a result of Supplier’s failure to meet the Guaranteed Delivery Dates under the applicable Contract. It is understood and agreed by the Parties that (i) Avangrid shall be disadvantaged

by failure of Supplier to meet such obligations, (ii) it would be impracticable or extremely difficult to quantify the amount of Avangrid’s damages resulting therefrom, and (iii) any Liquidated Damages payable under the applicable Contract are not a penalty, but instead represent a fair and reasonable estimate of damages for failure to meet Supplier’s Guaranteed Delivery Dates.

5.5.3 In no event shall the payment of any Liquidated Damages excuse Supplier from performance of any of its other obligations under this Contract or prejudice Avangrid’s rights under the Contract or Applicable Law.

5.5.4 Avangrid shall have the right to deduct any Liquidated Damages due from the payment of any pending invoices to Supplier.

5.5.5 This Condition 5.5 is without prejudice to any other liquidated damages applicable to the Supplier’s supply of the Equipment and Materials (and the performance of any Associated Services) that are set out in any other part of the Contract.

5.5.6 Where any Delay Payments, service credits and/or liquidated damages payments are due or payable by the Supplier (and/or are applied by Avangrid to reduce any Prices that are payable to the Supplier) in accordance with the terms of the Contract in connection with any breach and/or failure by the Supplier, the parties acknowledge and agree that:

- a) the amount(s) and/or rate(s) of the relevant Delay Payments, service credits and/or liquidated damages payments (as applicable) that are set out in or are applied pursuant to the Contract: i) do not constitute a penalty; ii) represent a reasonable, proportionate and legitimate adjustment to the prices to reflect the reduced value to Avangrid and/or other Avangrid Group Companies of the relevant Services provided by the Supplier as a result of the relevant breach and/or failure by the Supplier; and iii) in any event (and without prejudice to Condition 5.5.6b), are proportionate to the legitimate commercial interest of Avangrid in ensuring that the Supplier performs the relevant obligation in accordance with the terms of the Contract, and include, without limitation, a genuine pre-estimate of the minimum amount of the Losses that will be suffered or incurred by Avangrid and/or other Avangrid Group Companies as a result of the relevant breach or failure by the Supplier; and

b) unless expressly stated to the contrary in the Contract, the payment or application of any Delay Payments, service credits and/or liquidated damages payments shall not be Avangrid 's sole or exclusive remedy in connection with the relevant breach or failure by the Supplier.

5.6 TAXES. DUTIES

5.6.1 Supplier shall pay any taxes and duties in connection with the Supply in accordance with the terms and conditions of the Contract, as applicable.

5.6.2 Unless otherwise provided in the applicable Contract, all the taxes (including sales and use taxes) and duties, resulting from the execution of the Contract shall be paid by Supplier, except for those which are payable solely by Avangrid under the Applicable Law.

5.6.3 The Party responsible for a specific importation in connection with the Supply shall be responsible for all the duties, taxes and other encumbrances related to such importation.

5.6.4 Avangrid and Supplier shall reasonably cooperate to in obtain the exemptions and other tax benefits that apply to the Supply. When, due to the lack of diligence or any other reason attributable to the Supplier, Avangrid loses a tax benefit applicable to the Supply, Avangrid may discount the amount relevant to such benefit from the agreed price.

6 ASSIGNMENT AND SUBCONTRACTING

6.1 Supplier shall not assign or otherwise transfer the Contract or any of the rights, interests or obligations thereunder without the prior written consent of Avangrid, and any attempted assignment in violation hereof shall be void.

Avangrid shall have the right to assign its rights, interests and obligations under the Contract or a portion hereof, to any affiliate in the Avangrid Group or to any third party without obtaining the prior consent of Supplier.

6.2 Supplier shall neither subcontract nor permit any portion of the Supply to be subcontracted without the prior written consent of Avangrid. Supplier shall be fully responsible for the acts or omissions of any subcontractors of any tier and of all persons employed by them. Neither the consent by Avangrid, nor anything contained herein, shall

be deemed to create any contractual relation between the subcontractor of any tier and Avangrid. Supplier shall obtain from its subcontractors lien waivers before commencing the performance of any Supply.

6.3 Any Supplier's agreement or other documentation executed with Supplier's assignee or subcontractor in connection with the Supply shall include the following provisions, as applicable: (i) such assignee's or subcontractor's express obligation to comply with all Supplier's requirements set forth in the Contract, (ii) Avangrid's right to have access to the assignee's or the subcontractor's facilities used for the Supply, and (iii) for Supplier's subcontractor's, such subcontractor's waiver of any action against Avangrid derived from the Contract from the subcontracting agreement.

6.4 In the event that Avangrid provides its prior written consent to any proposed subcontracting by Supplier in accordance with this Section 6, Supplier acknowledges and agrees that such consent shall not relieve Supplier from any of its obligations under and/or pursuant to the Contract and Supplier shall remain responsible for all acts and omissions of its permitted sub-contractors and all Personnel, whose acts and omissions shall be deemed to be acts and omissions of Supplier.

7. CONFIDENTIAL INFORMATION

7.1 The Supplier undertakes to maintain in the strictest confidence:

- (i) all information obtained from Avangrid and/or any Avangrid Group Company or third parties (whether verbally or in writing and in any format) regarding the Contract, and/or any other activity of Avangrid and/or any Avangrid Group Company (including, without limitation, the Request for Bid, the Bid, the Contract and any other information relating to AVANGRID's and/or any Avangrid Group Company's respective customers, personnel, contractors, business and/or activities and any Company Data or personal data, as defined below); and
- (ii) all information created, developed or formulated from any of the information referred to in Condition 7.1(i),

together, the "**Confidential Information**".

For the purpose of the Contract, "**Company Data**" means any information that relates to the operation

or functionality of plants, factories, networks, or grids of Avangrid or its affiliates or to which the AVANGRID or its affiliates have access, including, without limitation, infrastructure information and internal financial information.

Confidential Information is considered to be "Protected Information" for the purpose of implementing the necessary cyber-security and information protection measures set forth in these GTCs.

The Supplier and its Representatives (as defined below) may have access to commercially sensitive information which could give a competitive advantage, where applicable, to market regulated power sales companies. Therefore, unless Avangrid expressly advises the Supplier otherwise, the disclosure of such information by the Supplier and/or any of its Representatives to any of these companies (whether or not they belong to Avangrid Group) is prohibited. The purpose of this Condition is to comply, where applicable, with the provisions of the Code of Incompatible Activities for the AVANGRID Group companies with regulated activities published on the www.AVANGRID.com corporate website.

The following will not be considered Confidential Information:

- i. if it is in the public domain on the disclosure date by AVANGRID or later becomes so without any non-compliance with this Condition 7 on the part of the Supplier;
- ii. if it is known to or is legally in the possession of the Supplier, without any restriction or obligation of confidentiality regarding it, before the disclosure date by AVANGRID;
- iii. if it is legitimately obtained from a third party not subject to obligations of confidentiality; or
- iv. if it is developed independently by the Supplier without using Confidential Information.

7.2 Should the Supplier be legally required to disclose any Confidential Information by any competent judicial or administrative authority (including but not limited to, oral questions, interrogations, requests for Confidential Information or documents, civil, administrative or criminal investigations or similar proceedings), it shall immediately and prior to disclosing any Confidential Information, communicate such requirement and the relevant information to Avangrid in writing, such that Avangrid may initiate relevant actions, including seeking as appropriate protective order, aimed at preventing, whenever legally possible, the disclosure

of such Confidential Information or waive compliance with this provision.

If in the absence of a protective order or the receipt of a waiver hereunder, Supplier is nonetheless advised by legal counsel that it is legally compelled to disclose such information, Supplier shall furnish only that part of the Confidential Information that, in the opinion of its legal advisers, it is obliged to disclose, and will use its best efforts to ensure the Confidential Information disclosed is treated confidentially, including making any applications or requests, for confidential treatment in the event that Avangrid has no standing to make such application or request.

In the absence of specific instruction by the competent authority regarding the part of the Confidential Information that must be disclosed by legal imperative, any decision on this must be taken by the Supplier after consultation with Avangrid.

7.3 Supplier may only disclose Confidential Information to its Representatives provided that (i) the disclosure is necessary to carry out Supplier's obligations under the Contract, and (ii) such Representatives are bound by the same confidentiality obligations set forth in the Contract and (iii) Supplier shall remain responsible for any breach of the obligations set forth in the Contract to the same extent as if Supplier caused such breach.

7.4. The Supplier guarantees and undertakes (i) that the Confidential Information to which it and/or its Representatives (as defined below) has access will be protected with adequate security measures to prevent the Confidential Information from being disclosed to third parties, including, but not limited to, in accordance with the provisions of Condition 9 below; and (ii) that it shall have and shall ensure that its Representatives exercise the degree of care and take the actions necessary to comply with the confidentiality obligations imposed under this Condition 7.

7.5 The confidentiality obligations described in this Condition 7 shall remain in force indefinitely.

7.6 The Supplier shall be liable for any breach of the confidentiality obligations set forth in the Contract by any of its shareholders, administrators, Personnel, assignees, subcontractors or professional advisers (hereinafter, its "**Representatives**") who have had access to the Confidential Information. Avangrid reserves the right to take pertinent legal actions to defend its interests regarding the breach of confidentiality.

7.7 The Supplier will indemnify Avangrid for all losses, claims damages, expenses and costs suffered or incurred by Avangrid and/or any Avangrid Group Company arising directly or indirectly from the breach by the Supplier and/or by any of its Representatives of the confidentiality obligations provided for in this Condition 7 or the disclosure or unauthorized use of the Confidential Information.

8. PROTECTING PERSONAL DATA

For the purposes of this Contract, "**personal data**" means any information about an individual maintained by Avangrid, including, without limitation, customers and employees, maintained by Avangrid, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, biometric records, personal electronic mail address, internet identification name, network password or internet password; or (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

Personal data is considered to be "Protected Information" for the purpose of implementing the necessary cyber-security and information protection measures set forth in these GTC.

The personal data of the representatives of the Parties and those of the designated persons of contact who may take part in the Contract, shall be processed, respectively, by each Party, acting independently as data controller. Such data shall be processed for the purposes of complying with the rights and obligations derived from the Contract. The legal basis of such processing is the performance of this Contract and the compliance with any legal obligations of the Parties.

The personal data shall be stored for as long as the contractual relationship established herein is in force, and thereafter, such data shall be duly blocked, until the expiry of the statute of limitation of any available legal actions. The data shall be only processed by the Parties, and those third parties to which they are by law or contract obliged to disclose (such being the case of third parties that are services providers entrusted with any service connected with management or performance of the Contract).

The data subject may exercise, in the terms established in the applicable laws, the rights of access, rectification and erasure, as well as the rights

of restriction to processing, to object and to data portability, by means of serving a written notice to each Party to the addresses indicated in the contract and, in the case of Avangrid, also by serving the communication to:

AVANGRID General Administration,
162 Canco Road, Portland, Maine 04103
or VendorMaintenance_AdminUSA@avangrid.com.

Where the rights of the individuals are not properly satisfied, the data subject has the right to lodge a claim with the Spanish supervisory authority, that is, the Agencia Española de Protección de Datos, or with any other competent control authority .

Each Party expressly agrees to inform their employees and other contact persons of the terms of this clause, and shall holding the other party harmless and indemnify it from any damages arising from the breach of this obligation

8.1 Access by the Supplier, its Personnel or subcontractors to personal data whose handling is under the management of AVANGRID.

OPTION 1: NO ACCESS TO PERSONAL DATA

Apart from the data of the Parties representative and the personal data of the contact person mentioned before, in the event that any activity to be carried out by the Supplier, by its nature, does not require access to personal data that is under the control of Avangrid, the Supplier is expressly prohibited from accessing said information.

The Supplier attests to having informed its employees about the following aspects, and retaining accreditation of compliance with this requirement:

- a) The prohibition against accessing personal data while performing works for Avangrid.
- b) The obligation to inform Avangrid of any security incident related to service that could or does allow access to personal data.
- c) The duty to maintain the confidentiality of personal data in the event of an eventual access and not to use it for any purpose whatsoever.

Notwithstanding the foregoing, if as a result of any security incident or if it were inevitable for executing the Contract, the Personnel of the Supplier or its subcontractors were to access or handle personal

data owned by Avangrid, the Supplier commits to immediately inform Avangrid of such access or handling, which shall be regulated by what is set out in option 2 below.

OPTION 2: HAVING ACCESS TO PERSONAL DATA/PII

Apart from the data of the Parties representative and the personal data of the contact person mentioned before, when handling personal data that is under the control of Avangrid that the Supplier were to have access to as a result of the Contract or the provision of Associated Services, the Supplier must comply with any applicable data protection, privacy or security laws or regulations. Supplier shall not, by act or omission, place Avangrid in violation of any data protection, privacy or security laws known by Supplier to be applicable to Avangrid.

The Supplier shall be considered a processor. Supplier shall process personal data only on the instruction of Avangrid and in accordance with this Contract and privacy and security laws applicable to Supplier's services or Supplier's possession or processing of personal data. Avangrid hereby instructs Supplier, and Supplier hereby agrees, to process personal data only as necessary to perform Supplier's obligations under this Contract and for no other purpose.

For the purpose of this Contract personal data "processing" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Supplier shall not transfer any personal data across a country border, unless directed to do so in writing by Avangrid, and Supplier agrees that Avangrid is solely responsible for determining that any transfer of personal data across a country border under this Contract complies with the applicable data protection laws and this Contract.

8.2 Processing by AVANGRID of Supplier personal data

Apart from the data of the Parties representative and the personal data of the contact person mentioned before, in the event Avangrid handles Supplier's or its subcontractors personal data for specific, explicit and legitimate purposes such as managing the building

security and access control, compliance with the legislation on workplace risk prevention and management and contracting paperwork, the Supplier states that it shall comply with the principles and legality of personal data processing and declares:

- a. That the following information concerning its employees and given to Avangrid is accurate: status in the Social Security system (registration, deregistration, Social Security Number) , identity information (Driver's License, ID, passport, visa and resident card information), fitness for work, training, qualification, delivery of personal protective equipment and information on the prevention of occupational hazards of their workers.
- b. That it commits to keeping them updated throughout the Contract's duration in such a way as to reflect the current status.
- c. That, prior to providing personal data to Avangrid:
 - (i) It has informed its Personnel, subcontractors and subcontracting employees and has legitimized them in accordance with the Applicable Laws, indicating that such personal data will be processed by Avangrid for the purposes indicated in this Condition 8.2 and pointing out also the potential assignment of personal data as a consequence of the application of the legislation in force; that the legal basis of the processing is the fulfilment of the Contract, the legal obligations of Avangrid and the legitimate interest of Avangrid in guaranteeing the security of its facilities.
 - (ii) It has informed its Personnel and subcontracting employees that: (i) the personal data shall be stored for as long as the contractual relationship established herein is in force, and thereafter, such data shall be duly blocked, until the expiry of the statute of limitation of any available legal actions; and (ii) they may exercise its rights free of charge, attaching a copy of the identity document or equivalent accreditation document, by contacting to data protection officers indicated in this Condition 8.

9. CYBER-SECURITY AND INFORMATION SECURITY

The Cyber-security conditions set out in this section are applicable to the supply of all works, services, equipment and materials and to the performance of the Supplier's obligations under and/or pursuant to the Contract.

9.1 "Cyber-infrastructure" means the electronic information and communication systems and services, as well as the information contained therein. These systems, both those housed within the facilities as well as those that are cloud-based, be they proprietary or third-party, in any manner, are comprised of hardware and software for processing (creating, accessing, modifying and destroying), storing (on magnetic, electronic or other formats) and sending (shared use and distribution) information, or any combination of said elements that include any type of electronic device such as, without limitation, standard computers (desktop/laptop) with internet connections, digital storage methods used on computers (e.g. hard drives), mobiles, smartphones, personal digital assistants, data storage media, digital and video cameras (including CCTV), GPS systems, etc.

Likewise, "Protected Information" means any information created, received, transmitted or stored that by its nature or value to Avangrid and/or any Avangrid Group Company requires reinforced protection measures, including but not limited to Confidential Information, Company Data, private or secret information, personal data, credit card data, commercially sensitive information, critical infrastructure information, strategic business information, credentials, encryption data, system and application access logs, or any other information that may be affected by a regulation.

9.2 When the Supplier is expressly authorized by Avangrid to subcontract, the Supplier undertakes that the sub-contractor shall assume the same obligations assumed by the Supplier under this Condition, and in any case, the Supplier shall be liable for any breach by the sub-contractor or its personnel of the obligations established here concerning cyber-security and information security and privacy.

9.3 Data or information related to the Contract that is property of Avangrid and/or any Avangrid Group Company or the Cyber-infrastructure elements provided to the Supplier by Avangrid and/or any Avangrid Group Company, shall only be processed and used by Supplier for the purpose of fulfilling the

obligations contained within the Contract and for no other purpose whatsoever.

The Supplier shall ensure compliance with all applicable data protection, privacy and security laws and regulations and shall not place AVANGRID, by act or omission, in a situation of non-compliance.

9.4 The Supplier must, at all times, know the level of information protection that should be afforded to the Protected Information as the corresponding standards and Applicable Law, and it shall adopt the technical and organizational security measures adequate thereto.

Supplier shall, at least, maintain technical and organizational security measures consistent with the type of Protected Information being processed and the services being provided by Supplier, to secure Protected Information, which measures shall implement industry accepted protections which include physical, electronic and procedural safeguards to protect the Protected Information supplied to Supplier against any Data Security Breach or other security incident, and any security requirements, obligations, specifications or event reporting procedures set forth in the Contract. As part of such security measures, Supplier shall provide a secure environment for all Protected Information and any hardware and software (including servers, network, and data components) to be provided or used by Supplier as part of its performance under the Contract on which Protected Information is contained to the extent the same is located on Supplier's premises.

For the purpose of the Contract, "Data Security Breach" means: (A) the loss or misuse (by any means) of Protected Information; (B) the inadvertent, unauthorized and/or unlawful Processing, corruption, modification, transfer, sale or lease of Protected Information; or (C) any other act or omission that compromises the security, confidentiality, or integrity of Protected Information.

The Supplier is not authorized to disclose, provide direct or indirect access to the Protected Information or provide it to a third party, including affiliates, even for storage purposes. The Supplier is also not authorized to provide the capacity to decrypt encrypted passwords. Should intervention by a third party be necessary, express written authorization from Avangrid indicating its purpose must be obtained, and the third party will be required to fulfil the same obligations that are required of the Supplier.

9.5 If, in order to fulfil the purpose of the Contract, Avangrid makes available to the Supplier's Personnel or its subcontractors or subsidiaries any electronic devices or other computerised media or resources, or it provides a Avangrid email account or credentials for accessing applications, internet connectivity, or other Cyber-infrastructure elements of Avangrid, the Supplier shall be responsible for ensuring that Personnel and subcontractors are informed and expressly commits to comply with the security and acceptable use conditions established by Avangrid, which shall be provided in a separate appendix. The Supplier shall retain the documents that prove compliance with these duties and shall deliver them to Avangrid upon request.

9.6 When the scope of the Contract implies the use or connection of the Supplier's cyber-infrastructure to that of Avangrid, Avangrid shall make available reasonable physical, technical and administration security measures to protect itself and to help prevent any data Security Breach or other security incident from taking place in respect of its own Cyber-infrastructure.

9.6.1 The connection between Avangrid's and the Supplier's network is not permitted, unless expressly agreed to in the Contract, in which case it must be done by establishing encrypted and authenticated virtual private networks, and the number of interconnection points between the two networks must be the minimum that is compatible with the required level of availability. The connection with the Supplier's network shall be removed as soon as there is no need for it.

Direct user connections from the Supplier to AVANGRID's network are not permitted. If necessary, they will set up only after AVANGRID has authorized it and only for the agreed upon duration.

9.6.2 If the Contract is fully or partially carried out at the Supplier's facilities, the Supplier must establish the mechanisms and procedures for physical access to said facilities so as to prevent unauthorized personnel from accessing the Cyber-infrastructure or Protected Information during the time in which the Supplier has access to Protected Information.

9.6.3 The Supplier shall establish the mechanisms and procedures for identifying, authenticating and controlling logical access necessary to prevent unauthorized personnel from accessing its Cyber-

infrastructure elements and Avangrid's Protected Information, and, in particular:

- a. Supplier will have procedures based on the principle of least privilege when granting, assigning and withdrawing authorized access and permissions to Personnel of the Supplier or its subcontractors including privileged users or administration taking into account the need for, the use of and the confidentiality of the data and resources to perform their tasks;
- b. Supplier will maintain an updated inventory of the access and permissions granted and will withdraw access permissions from its Personnel who cease working within a period of less than 24 hours in order to comply with the purposed defined in the Contract. Credentials must always be encrypted when stored and transmitted;
- c. It shall have policies and procedures that ensure the strength of the passwords and that they are updated regularly. Passwords shall be changed during the installation processes of new hardware or software, and in particular, the Supplier's default passwords will be changed;

9.6.4 The Supplier shall implement the technical and organisational measures necessary to ensure operational continuity under the service level agreements adopted for the Contract (including but not limited to contingency plans, backup and recovery procedures). In particular:

- a. The Supplier shall make backup copies of the Protected Information as frequently as is required for the performance of the Contract and according to the nature of the data, establishing the appropriate procedures and mechanisms to ensure that the data can be retrieved, that only authorized Supplier's Personnel obtain them and that they are transferred and stored in such a way as to prevent access or manipulation by unauthorized persons.
- b. The same security measures shall apply to backups as to the original Protected Information.

9.6.5 In the event access has been expressly authorized by Avangrid to use the Supplier's own computing equipment for accessing Avangrid 's and/or any Avangrid Group Company's Cyber-infrastructure, the Supplier shall guarantee and undertake that there are adequate security measures to protect the stationary or portable computing

equipment and mobile devices used to access such Cyber-infrastructure or for storing, processing or transmitting the Protected Information, including but not limited to:

- a. Automatic locking if the device is left unattended for a certain period of time. User authentication will be required for unlocking.
- b. Protection against malicious software and known vulnerabilities.
- c. Updating the operating system as often as the Supplier requires.

Insofar as possible the Supplier's Personnel will avoid storing any Protected Information on portable equipment or mobile devices. Should the performance of the Contract so require, AVANGRID's prior authorization will be sought and said data must be protected by encryption or any other mechanism that guarantees that the information is not legible or manipulated by unauthorized personnel.

The Supplier shall maintain an action procedure should the equipment or device be lost or stolen, ensuring, insofar as possible that the event be communicated promptly, Protected Information regarding AVANGRID be deleted safely in accordance with recognised standards, and access to AVANGRID's systems or systems containing AVANGRID's data be suspended.

Before equipment is reused or replaced, the Supplier must protect, or if applicable remove, all of the information stored on it, ensuring that unauthorized personnel cannot access or recover it.

9.6.6 The Supplier shall establish adequate procedures to guarantee protection against loss or unauthorized processing of files, computer media and paper documents containing information related to the Contract and guarantee that they are destroyed when the reasons for their creation no longer apply. Extracting data from a file and downloading it to a server or delivering it electronically is considered equivalent to the computer media for the purposes of complying with these measures.

Avangrid may solicit information concerning any processing of Protected Information by the Supplier. In these cases the Supplier must apply security measures according to the sensitivity of the information that they contain.

9.6.7 The Supplier shall include security measures appropriate to the nature of the information processed in developing, maintaining and testing the

equipment that will be used in fulfilling the Contract. The Supplier will adopt secure code development standards and ensure that no real data is used in test environments. If absolutely necessary, AVANGRID's express authorization will be required and the same security measures required for the work environment will be applied to these test environments.

9.7 When the scope of the Contract includes the supply of equipment and/or materials, the Supplier shall prove that best security practices and standards have been applied for the design, fabrication, maintenance, and, where applicable, installation of the supplied equipment and/or materials, including its components.

For any such equipment and/or materials with information processing capacity or network connectivity options:

- a. The Supplier shall provide evidence or certificates that guarantee design security, firmware/software updates and malware protection.
- b. The Supplier shall conduct periodic analyses of vulnerabilities and inform AVANGRID about any necessary updates, especially those that affect security.
- c. All internet connected devices shall be protected with adequately complex passwords that can be changed by Avangrid.
- d. The configuration of devices, equipment and materials shall be adjustable exclusively according to Avangrid's needs, and any unnecessary functionality deactivated. Should the Supplier conduct any configuration, documentation to that effect shall be provided.

9.8 The Supplier shall implement a procedure to notify of and manage any Data Security Breach or security incidents, which it will disclose among its Personnel, and will act with special diligence in those cases involving critical elements of Avangrid's Cyber-infrastructure or Protected Information or when the reputation or legal responsibility of Avangrid and/or any Avangrid Group Company or the interests of the persons whose information is processed may be affected.

The Supplier shall immediately notify Avangrid of the existence of any security incident always within a maximum period of 24 hours after becoming aware of it, or if shorter, the shortest legal period, and shall assist and cooperate with Avangrid in terms of any necessary communication to third parties and other

reasonable measures to remedy the situation when Avangrid requests it or as required by law.

Merely by way of example, the Supplier shall notify Avangrid the following:

- a. Access or attempts to access systems, equipment, applications, files, repositories, devices etc. by unauthorized persons or programs.
- b. Disclosing or compromising protected Information including but not limited to credentials, authentication or encryption data.
- c. Total or partial loss of data or information for any reason.
- d. Uncontrolled distribution: sending information to people who should not receive it.
- e. Loss or removal of computer equipment or storage media, files, repositories or part of their contents.
- f. Attacks caused by viruses / malicious software that may affect the exchange of information between the Supplier and Avangrid.
- g. Others: any irregularity or deficiency detected regarding compliance with the safety criteria indicated in this section.

The Supplier and Avangrid must agree on the necessary actions, resolution times and follow-up mechanisms insofar as is necessary by the potential impact.

9.9 Once the Supplier's contractual performance has been completed, or in the event of a termination of the Contract, the Supplier shall return to Avangrid or securely destroy, at Avangrid choice, all information owned by Avangrid that may be in its possession, as well as any media or document that includes Protected Information. Should information destruction be selected, the Supplier shall provide its corresponding certification by following recognised standards for doing so.

Furthermore, all equipment, devices and storage media owned by Avangrid shall be returned and any potential connectivity to Avangrid's Cyber-infrastructure will be suspended. The same shall occur whenever the infrastructure elements or information are no longer needed for the performance of the Supplier's obligations under the Contract.

If the Supplier is required by Applicable Law to retain Avangrid's Protected Information, it shall keep both the Protected Information and the items that contain it duly protected and only for the time necessary in accordance with Applicable Law. Once said period has

lapsed, they will be destroyed or returned to Avangrid, at Avangrid choice, as will any media or documents containing any such data and no copy of the information will be kept.

9.10 At Avangrid's request, the Supplier shall provide evidence of security assessments or audits. Avangrid shall have the right to conduct independent audits and/or inspections of the Supplier's security measures at its data processing facilities and any cloud storage services. Such audits or inspections shall be conducted by Avangrid or by a representative or audit agency approved by Avangrid. The Supplier undertakes to comply with the possible plan of action that may result from said audits.

9.11 The Supplier shall provide Avangrid with reasonable and timely support in responding to any request, complaint or other communications received by any individual, government, governmental agency, regulatory authority or other bodies that may have an interest in the use, leakage, disclosure or misuse of any data or information related to the Contract, included Protected Information, insofar as they comply with the processing the data or information by the Supplier.

Avangrid must be informed in advance of any communication of data that the Supplier must perform pursuant to a legal or judicial provision.

9.12 To the extent that Supplier is afforded regular access in any way to "Cardholder Data" as defined below and for so long as it has such access, the following requirements shall apply with respect to the Cardholder Data:

- a. Supplier represents that it is presently in compliance, and will remain in compliance with the Payment Card Industry Data Security Standard ("**PCI Standard**"), and all updates to PCI Standard, developed and published jointly by American Express, Discover, MasterCard and Visa ("**Payment Card Brands**") for protecting individual credit and debit card account numbers ("**Cardholder Data**").
- b. Supplier acknowledges that Cardholder Data is owned exclusively by Avangrid, credit card issuers, the relevant Payment Card Brand, and entities licensed to process credit and debit card transactions on behalf of Avangrid, and further acknowledges that such Cardholder Data may be used solely to assist the foregoing parties in completing a transaction, supporting a loyalty program, providing fraud control services, or for

other uses specifically required by law, the operating regulations of the Payment Card Brands, or the Contract.

- c. To the extent Cardholder Data is regularly maintained on the premises or property of Supplier, Supplier shall maintain a business continuity plan addressing the possibility of a potential disruption of service, disaster, failure or interruption of its ordinary business process, which business continuity plan provides for appropriate back-up facilities to ensure Supplier can continue to fulfil its obligations under the Contract.
- d. Supplier agrees that, in the event of a Data Security Breach or other security incident arising out of or relating to Supplier's premises or equipment contained thereon, Supplier shall afford full cooperation and access to Supplier's premises, books, logs and records by a designee of the Payment Card Brands to the extent necessary to perform a thorough security review and to validate Supplier's compliance with the PCI Standards; provided, that such access that be provided during regular business hours and in such a manner so as to minimize the disruption of Supplier's operations.

10. SUSPENSION AND TERMINATION

Avangrid shall have the right to suspend or terminate any Contract, wholly or partially, in accordance with the terms thereof. Unless otherwise provided in the applicable Contract, the provisions of this Section 10 shall apply to suspension or termination of a Contract.

10.1 CONTRACT SUSPENSION

Avangrid may, by written notice, direct Supplier to suspend performance of any or all of the Supply pursuant to any Contract for a specified period of time.

If such suspension is caused by the default of Supplier or any other cause that allows Avangrid to terminate the Contract, Avangrid (without prejudice to its rights under clause 10.2, which shall subsist during any period of suspension) shall not be obliged to pay the prices and/or any other costs, fees, charges or other amounts to the Supplier during any period of suspension.

If such suspension is not caused by the default of Supplier, Supplier will be compensated an equitable

amount for all Supply satisfactorily performed by Supplier as of the date of such suspension in accordance with the payment terms of the applicable Contract, and any other equitable amounts directly related to the Supply performed prior to suspension, provided that such amounts are reasonably documented by Supplier and accepted by Avangrid.

Upon receipt of such notice to suspend, Supplier shall: (i) suspend its performance of the Supply, (ii) place no further orders in connection with the Supply, (iii) suspend all orders related to the Supply, (iv) protect and maintain the Supply, and (v) otherwise mitigate Avangrid's costs and liabilities for those portions of the Supply suspended. Supplier shall promptly resume the Supply upon receipt of instructions from Avangrid to do so, subject to equitable adjustments to the schedule and cost for performing the Supply, as may be agreed to by the Parties

Supplier recognizes and accepts that the exercise of the suspension right in accordance with this Section 10.1 by Avangrid shall not give right to Supplier to any additional payment or compensation pursuant to the Contract.

10.2 CONTRACT TERMINATION

10.2.1 Avangrid and Supplier may terminate a Contract upon mutual agreement.

10.2.2 Avangrid may terminate a Contract for convenience without cause, by giving a written prior notice of (1) month, prior to its completion by sending to Supplier written notice of such termination. Upon such termination Avangrid shall pay to Supplier, in full satisfaction and discharge of all liabilities and obligations owed to Supplier, an equitable amount for all work satisfactorily performed by Supplier in accordance with the applicable Contract as of the date of termination. Avangrid will not be liable for anticipated profits based upon Supply not yet provided or any anticipated future Supply.

10.2.3 Avangrid shall have the right to terminate a Contract for cause if Supplier defaults pursuant to the applicable Contract. In the event of termination by Avangrid for cause, Supplier shall not be entitled to any further payments pursuant to the applicable Contract. Termination of a Contract by Avangrid for cause as provided in this Section 10.2.3, shall not affect availability to Avangrid of any remedies at law or equity in connection with such termination in

addition to all other remedies available to Avangrid under the applicable Contract.

10.2.4 The Contract can be fully or partially resolved by Avangrid without the Supplier being able to seek compensation, penalty or liability in the following, but not limited, cases:

- a) Non-compliance on the part of the Supplier of any of the Contract duties.
- b) When there are delays in the delivery terms caused by the Supplier that permit the application of delay penalties on three occasions.
- c) When, for reasons attributable to the Supplier, the Supply is suspended or stopped or there is no continuity or due diligence in the execution thereof, including when such events are due to strikes or conflicts whether or not they are beyond the purview of the Supplier's company.
- d) Dissolution, transformation, merger, takeover or any other structural modification to the company, change of control, fundamental change to the corporate purpose, reduction of capital or death of the Supplier.
- e) If the Supplier seeks bankruptcy status, or if any other type of insolvency status were to occur, or if, pursuing the request of a third party, it is party to a judicial resolution, likewise,
- f) if the Supplier were to be submitted to judicial proceedings or subject to collections or if it recognises its incapacity to generally fulfil its debt obligations when they come due or were to initiate renegotiation of the entirety or a substantial part of its payment duties, or were to carry out any other similar action or measure, legal or private, that would produce identical results.
- g) When Contract compliance implies a conflict of interest for the Supplier or for Avangrid.
- h) When the Supplier contracts with companies that compete with Avangrid or any of the Avangrid Group's companies.
- i) When so ordered by any administrative or judicial authority or legally required by any third party.
- j) The draw-down of any or all of the assets and/or businesses of the Supplier, as well as ceasing or the threat to cease its business activity.
- k) If Avangrid, acting reasonably, considers any conduct, act or omission of the Supplier (or its Personnel or sub-contractors) to be harmful to the interests and/or reputation of Avangrid, so that it affects compliance with the Supplier's Code of Ethics.

- l) In the event the credit risk of the Supplier reduces or invalidates the assessment requirement of such risk for Avangrid.
- m) Should there be substantial changes in the financial, monetary or debt markets, decreases in the credit ratings or similar circumstances that could affect the liquidity, solvency or asset situation of Avangrid.

Whenever one of the above causes occurs, Avangrid shall be able to fully or partially early end the Contract, and must reliably communicate this to the Supplier without such an early termination giving rise to any compensation or penalty in favour of the Supplier and with Avangrid assuming the sole duty of paying the amounts that had accrued to the Supplier until such a moment for work already carried out.

The Supplier, upon receiving termination communication issued by Avangrid, it shall cease any work or activity connected to the Supply or, as appropriate, it shall follow the instructions given by Avangrid concerning the termination of supply already under way. Additionally, at the request of Avangrid, it shall return or deliver to Avangrid all documents, information and any other material it possesses and that contains Protected Information, being likewise obligated to compensate Avangrid for damage or harm it suffers as a result of non-compliance by the Supplier and early termination of the Contract.

Expiry or termination of the Contract for whatever reason shall not affect the accrued rights of the parties at the date of expiry or termination and, in particular, the right to recover damages, therefore after termination the provisions of the Contract that expressly or implicitly have such an intention shall remain in force.

11. LIABILITIES

The Supplier is solely liable to Avangrid for the due execution of the Contract, including any duty to repair damages and give compensation for any harm that may result. The approval by Avangrid of documents or proposals prepared by the Supplier or its Personnel in fulfilling the Contract, or carrying out reviews, tests or trials, while still to Avangrid's satisfaction, shall not free the Supplier from its liability nor mean that said responsibility is shared by Avangrid.

The recommendations or observations formulated by Avangrid during Contract execution or any reviews, tests or trials shall not exempt the Supplier from such

liability or have it lessened, nor excuse the Supplier from complying with the terms of the Contract, except for those cases in which Avangrid demanded the pursuit of said recommendations or observations and with the express reservation of the Supplier regarding compliance.

A strike during Contract execution shall never constitute an exculpatory reason for liabilities.

The contractual risks, obligations and responsibilities of the Supplier are not limited by taking out the insurance policies referred to in these GTC, and as a result, the amount and scope of the duties and responsibilities that arise from taking on such risks shall not be reduced in any way by the named insurance policies or failure to contract or have sufficient coverage for them to the detriment of Avangrid or third parties.

Supplier specifically and expressly agrees to indemnify, defend, and hold harmless Avangrid and its officers, directors, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by any of the Indemnitees to the extent resulting from or arising out of any acts or omissions of Supplier, its employees, agents, representatives or subcontractors of any tier, their employees, agents or representatives in the performance or nonperformance of Supplier's obligations under Contract or in any way related to a Supply. The indemnity obligations under this Section 12.1 shall include without limitation:

- a. Loss of or damage to any property of Avangrid, Supplier or any third party;
- b. Bodily or personal injury to, or death of any person(s), including employees of Avangrid, or of Supplier or its subcontractors of any tier; and
- c. Claims arising out of Workers' Compensation, Unemployment Compensation, or similar such laws or obligations applicable to Personnel of Supplier or its subcontractors of any tier.

The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this Section. Supplier's indemnity obligation under this Section shall not extend to any liability to the extent caused by the sole gross negligence or willful misconduct of any of the Indemnitees. In furtherance of the foregoing indemnification and not

by way of limitation thereof, the Supplier hereby waives any defense or immunity it might otherwise have under applicable worker's compensation laws or any other statute or judicial decision (including, for the Supply to be conducted in Maine, without limitation, *Diamond International Corp. v Sullivan & Merritt, Inc.* 493 A2d. 1043 (Me 1985)) disallowing or limiting such indemnification, and the Supplier consents to a cause of action for indemnity.

Intellectual Property Indemnity

In addition to the foregoing, Supplier shall indemnify, defend, and hold harmless the Indemnitees from all claims, losses, costs, suits, judgments, damages suffered in connection with or during the execution of the performance of the Equipment and/or Materials or Associated Services (or any portion thereof) either by the items related to the purpose of , and expenses, including attorneys' fees, of any kind or nature whatsoever on account of infringement of any patent, copyrighted or uncopyrighted work, including claims thereof pertaining to or arising from Supplier's performance under the Contract or the acceptance or use of the Equipment and/or Materials or Associated Services (or any portion thereof). Supplier shall defend, or may settle at its expense, any suit or proceeding against Avangrid so far as based on claimed infringement and Supplier shall pay all damages and costs awarded therein against Avangrid due to such breach. In case any portion of such performance in such suit held to constitute such an infringement and the use of said product or service is enjoined, Supplier shall, at its expense and through mutual agreement between Avangrid and Supplier, either procure for Avangrid the right to continue using said portion of such performance, or replace same with a non-infringing performance, or modify same so it becomes non-infringing, or remove the Equipment and/or Materials or halt the Associated Services and refund the purchase and any transportation costs separately paid by Avangrid.

12. OTHER CLAUSES

12.1 Sanctions

Neither the Supplier, its subsidiaries nor to the knowledge of the Supplier, any of their employees, directors, officers or agents or any persons acting on their behalf (the "Related Persons") are currently or can reasonably expected to be in the future subject of (a) any U.S. sanctions administered or enforced by the Office of Foreign Assets Control of the U.S Department of the Treasury ("OFAC") or (b) any measures equivalent to such OFAC measures

administered or enforced by (i) the European Union, (ii) Her Majesty's Treasury, (iii) the U.S. government or (iv) the United Nations Security Council (collectively, "Sanctions"), nor is the Company located, organized or resident in a country or territory that is the subject of Sanctions.

Notwithstanding anything in the Contract to the contrary, in the event that the Supplier or any of the Related Persons are subject of any Sanctions: (i) the Supplier shall immediately notify Avangrid; (ii) Avangrid shall have the right to unilaterally terminate the Agreement without penalty and (iii) the Supplier shall defend, indemnify and hold harmless Avangrid against any and all costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amounts of any nature, including reasonable attorneys' fees, arising from, caused by or related to the Supplier or any of the Related Persons being subject of any Sanctions.

12.2 Notices

All notifications, requests and other communications that must occur between the parties shall be done in writing and be considered complete, if they are, primarily, supplied using a sure communication informatics system implemented by Avangrid for such a purpose and that provides adequate warranties over the validity and the propriety of the provided information. Otherwise, the communications shall be (i) delivered personally, (ii) sent by fax or email (with receipt confirmation), or (iii) sent by mail (with delivery confirmation) to the address given for each party in the Contract, being obligated to give warranty notice of any address change or transfer.

Any notice so given personally or by express courier service shall be deemed to have been served on delivery. As proof of such service it shall be sufficient to produce a receipt showing personal service or the receipt of a reputable courier company showing such delivery

12.3 Amendments or supplements

12.3.1 Avangrid may request a change to the timing, nature, description or extent of the supply of the Equipment and Materials or any portion thereof (and the performance of any Associated Services) at any time. Any change that is required under the Contract to be agreed in writing and signed by both Avangrid and the Supplier shall be subject to the terms of the Contract once so agreed in writing.

12.3.2 Except as expressly provided to the contrary in the Contract, no variation to the Contract shall be binding upon the parties unless made in writing and signed by authorized representatives of each of the parties

12.4 Industrial and intellectual property

The Supplier recognises that Avangrid is and shall remain the exclusive owner of the industrial and intellectual property rights that arise from Contract execution, for an unlimited period and globally, with the power to cede it to third parties, and pursue any means of exploitation, support or diffusion methods. Therefore, the Supplier shall provide any documents needed for effective transfer of rights as a function of this clause, following applicable legislation at all times and/or in all regions, and for inscription in any patent office or intellectual property registry.

The Supplier guarantees authorship and originality of the results of industrial and intellectual property that may arise from Contract execution, as well as the peaceful enjoyment of rights that are bestowed through this document, stating that no commitments or levies of any kind are or shall be contracted contingent to it. The Supplier shall hold Avangrid harmless from all claims that may arise from a third party with respect to authorship, originality or ownership of the rights bestowed upon Avangrid through this document, being liable to Avangrid for all actions or claims that may be asserted.

Avangrid shall have the right to name the attorneys or solicitors it wants as representation and defence in legal actions or administrative proceedings that come up in this regard, and the Supplier shall handle all expenses, allowances and fees that must be paid to these professionals.

The endorsement of the Contract does not imply the cession of any intellectual or industrial property rights owned by AVANGRID, unless there is express written authorization. Any use, publication or printing by the Supplier of the trade names, trademarks, emblems, logotypes, or any other distinctive symbol of Avangrid or its partners shall require prior approval in writing by Avangrid.

12.5 Codes and standards

Except for the specific provisions set forth in the Contract, as a general rule, the Equipment and Materials referred to therein shall be designed, manufactured, inspected and tested in accordance with the Applicable Laws of the United States of

America.

All design, manufacturing, inspection and test processes with regard to any provision not regulated by the Applicable Law shall be in accordance with all applicable prudent industry codes and standards.

12.6 Language

The Contract, including all the documents, plans and notifications Avangrid instructions and specifications and notifications by and between Supplier and Avangrid shall be in English.

12.7 Licenses, permits and authorizations

Supplier shall obtain and pay for all licenses, permits and authorizations required to fulfil its contractual obligations under the Contract.

Each Party shall provide the other Party with reasonable assistance for obtaining and maintaining all licenses, permits and authorizations required under the Contract.

12.8 Force majeure

12.8.1 For purposes of these GTCs, “**Force Majeure**” means any event or occurrence which is unforeseeable and beyond the reasonable control of the Party affected and which (i) could not be avoided, prevented or removed by such Party’s commercially reasonable efforts and (ii) is not caused by or does not result from the negligence, breach, or failure of such Party to perform its obligations under the Contract, provided, however, that the affected Party has taken all reasonable precautions, care and alternate measures to avoid or mitigate the effects thereof.

Force Majeure shall include, but not be limited to: natural disasters, fire, lightning (other than as provided for in Technical Specifications), hurricanes, unusually severe and not reasonably anticipatable rain or other extreme inclement weather, flood, earthquake, explosions, acts of God, terrorism or the public enemy acts, strikes or lockouts (national or regional in scope), vandalism or other public disorder or civil disturbance, blockages, insurrections, riots, war, hostilities, sabotage, expropriation or confiscation, epidemic or quarantine, a material change in Applicable Law.

Force Majeure shall not be deemed to include: (a) any labor disturbance affecting either Supplier or its subcontractors, to the extent that such labor

disturbance involves direct employees of Supplier or its subcontractors who are providing Supply, except for strikes or lockouts national or regional in scope, (b) the climate typical for the geographic area of a site where a Supply is provided, or (c) any delay or failure (direct or indirect) in obtaining Equipment or Materials, or any other delay or failure (financial or otherwise) of Supplier or its subcontractor or vendor providing the Supply, except as otherwise resulting from a Force Majeure.

12.8.2 If any Party is rendered wholly or partially unable to perform its obligations under these GTCs because of a Force Majeure, then the Party affected by such Force Majeure shall be excused from obligations under the GTCs that are affected by the Force Majeure to the extent so affected, provided that:

- (a) the affected Party gives the other Party written notice as soon as reasonably possible, and in no case later than seven (7) days after the event of force majeure is known or should have become known, describing the particulars of the occurrence known to such affected Party, including an estimation of its duration (or if applicable, its expected duration) and probable impact on the performance of such Party’s obligations hereunder, and such affected Party shall periodically furnish reports of new developments with respect thereto during the continuation of the Force Majeure;
- (b) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure;
- (c) the affected Party shall use all commercially reasonable efforts to continue to perform all of its other obligations under these GTCs, the performance of which is not excused;
- (d) when the affected Party is able to resume performance of the affected obligations under these GTCs, the Party shall give the other Party written notice to that effect and the affected Party promptly shall resume performance of the affected obligations under these GTCs;
- (e) no liability of either Party which arose before the occurrence of the Force Majeure shall be excused as a result of the occurrence;
- (f) a Force Majeure shall not be the basis for pricing changes or additional compensation under the Contract; and
- (g) each Party shall be responsible for its own expenses and costs related to a Force Majeure.

Optional Termination, Payment and Release.

If the Supply is prevented or the Supplier is prevented from performing (in whole or in part) for a continuous period of 7 days by reason of Force Majeure of which notice has been given under this Clause, or for multiple periods which total more than 15 days due to the same notified Force Majeure, then Avangrid shall be entitled to terminate the Contract (without Avangrid having any liability to the Supplier) with immediate effect. Should the parties not reach an agreement regarding the application of force majeure, the situation shall be resolved in accordance with Condition 12.10 below

12.9 Severability

If any term or provision of these GTCs or the Contract is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by Applicable Law, all other terms, provisions and conditions of these GTCs therein shall nevertheless remain in force and effect. Upon such determination, the Parties shall negotiate in good faith to modify these GTCs or the Contract so as to achieve the original intention of the Parties as closely as possible to the fullest extent permitted by law, to the end that the object of the agreement is fulfilled to the extent possible.

Any right, term or conditions of these GTCs or the Contract may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by the Party waiving such right, term or condition. Notwithstanding the foregoing, no failure or delay by any Party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise preclude any other further exercise thereof or the exercise of any other right under these GTC's. The exercise of rights or options contained in the Contract by one of the Parties shall not impede nor limit the exercise of any other right that may also be contained thereunder.

12.10 Law and Jurisdiction

12.10.1 These GTCs and the Contract shall be governed by and construed in accordance with the laws of a state of the United States of America specified in the Contract, or if no laws of a particular state are specified, the laws of the State of New York without regard for conflict of law principles.

12.10.2 Any litigation arising out of or relating to these GTCs or the Contract shall be submitted, heard and resolved by federal or state courts specified in the Contract, or if no courts are specified, the courts located in either Maine, New York, or Oregon, at the election of Avangrid. Supplier consents to jurisdiction by such courts. Supplier hereby waives any objection to venue in courts located in such states and any objection to any action or proceeding on the basis of forum non conveniens.

12.10.3 Where a Party considers that a dispute exists (the "**Dispute**"), such Party shall give formal written notice to the other Party of the existence of the Dispute.

12.10.4 All Disputes between the Parties shall be in the first instance referred by the Parties to their relevant respective representatives for resolution.

12.10.5 If any Dispute cannot be resolved by the Parties' relevant representatives within thirty (30) working days after the date of referral under Condition 12.10.3, the dispute shall be definitively resolved pursuant to the Condition 12.10.2.

12.11 Employee Solicitation

During the term of the Contract and for a period of one (1) year thereafter, except with the prior written consent of Avangrid, Supplier shall not offer employment to any employee of Avangrid or Avangrid's current or future Affiliates with whom Supplier has had contact in connection with the negotiation, execution, or performance of this Supply, and Supplier shall not induce or attempt to induce, directly or through an agent or third party, any such employee to leave the employ of Avangrid or its Affiliates. As used herein, the term "Affiliate" shall mean any person or entity controlling, controlled by, or under common control with Avangrid through majority stock or other ownership interest, direct or indirect. Nothing in this clause shall limit Supplier from employing any person who contacts Supplier on his or her own initiative and without any solicitation by Supplier specifically directed to such employee.

12.12 Accounting; Audit

Supplier shall keep accurate and complete accounting records to support all billings related to the Contract in accordance with generally accepted accounting principles in the United States of America, consistently applied. Avangrid or its audit representative shall have the right at any reasonable

time or times to examine, audit, and reproduce the records, vouchers, and their source documents which serve as the basis for billing by Supplier. Such documents shall be available for examination, audit, and reproduction for three (3) years after termination of the Contract.

12.13 Corporate social responsibility of the Supplier

In complying with the provisions of this GTCs and the Contract carrying out the Supply, the Supplier shall endeavour:

- a) To promote good practices for support and respect for the protection of human rights;
- b) To avoid involvement of any kind in the abuse of the said rights;
- c) To respect the freedom of union membership and the right to collective bargaining, subject to applicable legislation;
- d) To eliminate all kinds of forced labour, understood as any work or service required of an individual under the threat of any penalty and for which the individual does not voluntarily offer his services;
- e) To avoid any form of child labour in his organisation, observing the minimum age for contracting Personnel in accordance with current applicable legislation and implementing the appropriate, reliable mechanisms for verifying the age of his employees;
- f) To eliminate all discrimination in employment and occupation. For these purposes, it shall be considered as discrimination any distinction, exclusion or preference based on race, colour, gender, religion, political leaning, national or social origin whose purpose is to cancel or alter equal opportunities in employment and occupation;
- g) To keep a preventive focus on environmental issues in order to achieve sustainable development, limiting the activities whose impact on the environment is questionable.

The Supplier undertakes to comply with current applicable legislation governing the aforementioned principles.

The Supplier undertakes to notify Avangrid of any situation in which the breach of the aforementioned principles is noticed, as well as the plan for correcting the situation. If such correction plan is not implemented by the Supplier in a reasonable term,

Avangrid reserves the right to terminate and cancel the Contract or Accepted Order with no liability or responsibility on its side.

Supplier shall establish the aforementioned principles as part of the terms and conditions of any agreement it enters into with any subcontractor or assignee.

At all times during the term of the Contract, the Supplier shall allow Avangrid's personnel to review the level of fulfilment with the principles established in this clause.

12.14 Business Ethics.

The Supplier represents, warrants and undertakes as follows:

(a) General

- i. The Supplier is duly organized and validly existing under the laws of the state of its organization and has all requisite legal power and authority to execute the Contract and carry out its obligations thereunder.
- ii. The Supplier is currently and will in the future be in compliance with all relevant laws and regulations applicable to its performance under the contract, including but not limited to any anti-bribery laws.
- iii. The Supplier will maintain in full force and effect all licenses and permits required for its performance under the Contract.
- iv. The Supplier further agrees to cooperate fully in the collection, compilation and maintenance of data within its possession or control as may be required to be reported by Avangrid under any statutes, regulations, orders or other contractual commitments.
- v. No director, officer, employee or representative of the Supplier has (or will have during the term of the contract) any personal or business interest that would present an actual, potential or apparent conflict of interest with the performance of the Contract determined by Avangrid in its sole discretion. Conflicts of interest include, but are not limited to: (i) gifts or payments made directly or indirectly to an existing employee of Avangrid, its parents or affiliates, by the Supplier at any time prior to, during, or following the term of the contract; (ii) having an existing employee of Avangrid serve as officer, director, consultant, advisor, representative or be an employee of the Supplier; or (iii) any officer, director, employee, related legal entity or representative of the Supplier being related in any way (personal,

business interest or otherwise) to an employee of Avangrid without the Supplier first disclosing such relationship to Avangrid in writing prior to the execution of the Contract.

- (b) **Standard of Conduct.** The Supplier will at all times employ the highest standards of honesty, integrity and fair dealing in rendering its services under the Contract. Further, the Supplier will make no representations or guarantees concerning Avangrid or its services that are false, misleading or inconsistent with Avangrid's instructions to the Supplier or with representations contained in any promotional materials, literature, manuals or price lists published and supplied by Avangrid from time to time and, further, will do nothing to damage the reputation of Avangrid or its services.
- (c) **Reviews of the Supplier.** The Supplier allows Avangrid to carry out at any time of a background review of the Supplier including, but not limited to, financial and potential criminal matters, and it hereby expressly ratifies any such reviews conducted by Avangrid prior to the execution of the Contract. Upon Avangrid's request, the Supplier agrees to provide Avangrid written notice of the address, telephone number and contact information for its business offices.
- (d) **Notification.** The Supplier will notify Avangrid in writing immediately upon the occurrence of any of the following events: (1) any claim or notification made or threatened against or in relation to the Supplier, Avangrid or any other party with respect to the supply; (2) any change in the ownership of the Supplier; or (3) any action or event that may cause the Supplier to become involved in a conflict of interest with Avangrid.
- (e) **Anti-Corruption.** The Supplier represents, warrants and undertakes that:
- i. it has and will continue to comply with all applicable anti-corruption laws. The Supplier agrees that it has not and will not, directly or indirectly, offer, promise, pay, authorize or give, money or anything of value to corruptly (1) influence any official act or decision, in any way relating to the Contractor any related activity, of any Covered Party, any government, any government-owned or controlled entity or any government instrumentality; (2) secure any improper advantage in connection with the Contractor any related activity; or (3) obtain or retain business, or to direct business to any person or entity, in connection with the Contractor any related activity;

For purposes of the Contract, a "Covered Party" includes any official, officer, employee or representative of any: (i) federal, state, provincial, county or municipal state government or any department or agency thereof; (ii) public international organization or any department or agency thereof; or (iii) company or other entity owned or controlled by any government, including state-owned, operated or controlled utilities or other energy-related concerns; as well as any political party or party official, or any candidate for political office.

- ii. it has maintained and agrees that it will maintain complete and accurate books and records related to the Contractor any related activity, including records of payments to any third parties, in accordance with generally accepted accounting principles. The Supplier agrees that it will grant Avangrid access to such books and records for inspection from time to time upon reasonable notice by Avangrid. Such notice shall be deemed reasonable if it occurs at least fourteen (14) calendar days prior to the noticed inspection date.
- iii. no political contributions or charitable donations or other payments of anything of value have been or will be given, offered, promised or paid by the Supplier or at the request of any Covered Party that is in any way related to the Contractor any related activity, without Avangrid's prior written approval.

12.18 ENVIRONMENTAL CONDITIONS

The Supplier undertakes to fulfill as many duties as fall to it by application of current environmental legislation, notwithstanding any modifications which may take place in the future concerning this area. In particular, the Supplier must comply with environmental legislation concerning packaging, labeling and return of packaging of products, and transport of hazardous substances and preparations. These examples are provided as illustrative, not exhaustive.

As far as possible, the Supplier must supply products or materials with ecologically-sound labeling, and must reuse and recycle waste resulting from the products or materials supplied.