General conditions for subcontracting works and services

Date: March 9th, 2023

1. Development of the works

1.1 Execution of the works

The SUBCONTRACTOR declares that it has its own productive organization, and has the material and personal resources (managerial and productive) necessary to carry out the subcontracted activities.
The SUBCONTRACTOR will assign the necessary persons to carry out the requested work to fulfill its obligations. The people that the SUBCONTRACTOR designates to carry out the aforementioned works will be exclusively under its direction and dependence, without being obliged to carry out orders or follow instructions that do not emanate from its hierarchical structure.
The SUBCONTRACTOR reserves the right to assign for the performance of the work, those people who, being under its dependence, deems appropriate and have the experience and training that are objectively required. Likewise, the SUBCONTRACTOR has the right to replace them during the execution of the works, without this being able to determine a delay in the fulfillment of the established deadlines or terms or a decrease in the quality of the services provided. Notwithstanding the foregoing, the replacement of the professionals who are performing the work must be done by professionals of the same or higher qualification and, always in such a way that the work or service provided is not altered.
On the other hand, the contracted personnel who provide services that are the object of this contract, may not be considered either in fact or in law an employee of SIEMENS ENERGY, neither during the validity of the ORDER, nor at its completion, whatever the reason and the form by which the one that rescinds or cancels the ORDER, depending solely and exclusively on the SUBCONTRACTOR for all purposes, including labor, so in the fulfillment of their obligations they will provide service subject to the instructions issued by the SUBCONTRACTOR.

1.2 Responsibility of the SUBCONTRACTOR, regarding the personnel employed in the performance of the work

The SUBCONTRACTOR is obliged to comply, in relation to the people who carry out the work contracted under its dependence and direction, with all tax, labor, Social Security and any other obligations, and SIEMENS ENERGY may expressly demand that compliance with any of these requirements to the SUBCONTRACTOR, who must provide the documentation requested in section 10. Documentation to be provided by the SUBCONTRACTOR together with the confirmation of the purchase ORDER and within a period of 10 calendar days. Without this documentation, SIEMENS ENERGY may cancel the aforementioned purchase ORDER at no cost, and without prejudice to any claim to which SIEMENS ENERGY is entitled.

Likewise, the SUBCONTRACTOR declares to know and have, theoretically and practically, adequately trained its workers, employees in the performance of the work, in compliance with the applicable individual and collective occupational health and safety standards, for which reason the penalties that the labor authority may impose in this matter will be its sole responsibility.

1.3 Coordination of the works

SIEMENS ENERGY and the SUBCONTRACTOR will designate within their respective templates, a representative each, who will act as coordinator and interlocutor between the parties for all those questions or incidents related to the execution of the contracted works. Said coordinators will meet regularly and with the periodicity that the practice advises and, in any case, at the end of the activities or milestones of the Services or Works that are more significant. Said coordinators will review the status of the works and adopt the pertinent decisions in relation to them.

In accordance with the foregoing, for any indication or clarification that SIEMENS ENERGY wants to make to the SUBCONTRACTOR's workers regarding the contracted service, or vice versa, it should be addressed directly to the designated interlocutor. The coordinator of the SUBCONTRACTOR shall have sufficient authority to exercise the powers of organization and management directly over their workers, independently of the organization and management of SIEMENS ENERGY.

1.4 Realization conditions

The works will be adjusted to the official provisions related to them, which are in force at all times.

The execution of the works requested in the corresponding purchase ORDER will be carried out in accordance with the Project and Specifications of the Work, if any, that the SUBCONTRACTOR declares to know and to which it expressly submits, as well as in accordance with the legal provisions in force in Spain and that were mandatory in the execution of the Works and Services.

In the execution of the works, the SUBCONTRACTOR accepts all obligations derived from orders given by the OWNER or the END CUSTOMER to SIEMENS ENERGY when they are communicated by the latter.

The SUBCONTRACTOR may not stop carrying out units in the normal progress of the works and, if this occurs, it will be considered sufficient reason to rescind the purchase ORDER, SIEMENS ENERGY may pass the damages that this measure causes, against the pending invoices of payment, in addition to the legal actions that SIEMENS ENERGY may take.

SIEMENS ENERGY may carry out by itself or through third parties those contracted units that the SUBCONTRACTOR ceased to carry out in the normal progress of the works or had been carried out poorly by the same and not repaired within the requested period. The damages incurred by such causes would be directly passed on to the SUBCONTRACTOR.

If there are discrepancies between the PARTIES, regarding the way of carrying out the contracted works, or in the quality of the materials to be used in the execution thereof, the SUBCONTRACTOR will accept the criteria that the PROPERTY or END CUSTOMER holds in this regard and consequently waives any claim for these reasons. The SUBCONTRACTOR undertakes not to

maintain any intervention regarding the work or service, with the OWNER, END CUSTOMER, Facultative Management or the Technical Assistance of the same, if a representative of SIEMENS ENERGY is not present. Only in exceptional cases and with prior written authorization he may do so.
The SUBCONTRACTOR will execute the works or services requested in the purchase ORDER, in such a way that it does not hinder the normal development of the rest of the Work or Service.
When any of the works contemplated in the scope of application of Law 32/2006, regulating Subcontracting in the Construction Sector, are carried out and there are subcontracted services, the SUBCONTRACTOR will be obliged to comply and enforce its possible subcontractors, the limits and obligations established by said Law and its development regulations, RD 1109/2007

1.5 Work plan and execution deadlines

The execution of the works will be adjusted to the Work Plan that SIEMENS ENERGY has drawn up for this purpose and agreed with the SUBCONTRACTOR. The work included in the ORDER will be carried out within the period indicated therein. The SUBCONTRACTOR shall not be attributable to delays derived from the delivery of materials, plans and other elements that, being the sole and direct responsibility of SIEMENS ENERGY, must be delivered by the latter to the SUBCONTRACTOR, as long as it is sufficiently proven that the SUBCONTRACTOR, despite said cause, has not been able to undertake other activities that it had yet to carry out. Notwithstanding the foregoing, and should this occur, the SUBCONTRACTOR will take the initiative to adequate the necessary resources to recover the possible delay.

In the event that SIEMENS ENERGY deems it necessary, it may set, within the Work Plan, partial deadlines for the execution of the aforementioned works.

1.6 Reception of the works

Once the services object of the ORDER have been correctly completed in accordance with the requirements of the END CUSTOMER or SIEMENS ENERGY, the Provisional Reception of the executed Services will be carried out, by means of an exemplary duplicate Certificate, which will be signed by SIEMENS ENERGY and the SUBCONTRACTOR. As of the Provisional Acceptance Certificate, the warranty period provided for in clause 4.7 of this document will start respectively. If the Services are not in a state to be received, an Certificate will be drawn up, also in duplicate, in which the defects that it suffers will be recorded, specifying in a precise and precise manner the Services and obligations that the SUBCONTRACTOR must fulfill in order to remedy the defects observed, setting a period to correct them, after which a new recognition of the Services will be made in identical conditions, in order to proceed to their Provisional Reception by means of the appropriate Provisional Reception Certificate of the same, as long as the totality of defects have been remedied. Otherwise, as many examinations as necessary must be carried out so that once all the defects have been corrected and provided that the Services are functioning correctly, the Provisional Acceptance Certificate can be signed.
The Definitive Reception of the Services will occur once the parties have signed the Certificate of Conclusion of the guarantee of the Services that make up the object of the Order. Said Certificate will be signed as long as the following conditions are met: the SUBCONTRACTOR has carried out the repairs and any element covered by the guarantee and all the claims made up to that date, in relation to matters subject to the guarantee have been satisfactorily resolved. In the event that it is necessary to indicate a period to correct the defects that are found, the SUBCONTRACTOR will not be entitled to any amount by way of extension of the guarantee period, and will continue to be responsible during said extension of the guarantee period in the terms provided in the clause relating to Provisional Reception.

2. Labor and Occupational Hazards Prevention (OHP) obligations

The SUBCONTRACTOR undertakes to comply, as broad as the legislation in force at any time establishes, of all the obligations that in labor and OHP matters for the provision of the services requested in the purchase ORDER.

The SUBCONTRACTOR, before the start and during the execution of the activities, must keep the documentation reflected in Annex A updated, which must be sent to the corresponding Purchasing Department, complying with the periodicity that is expressed in it regarding the updating of documents.

In the same way, it must prove the payment of the salaries of the personnel you employ in the performance of the contracted services. The documentation will be permanently updated during the validity of the provision of the service or execution of the contracted works

SIEMENS ENERGY, may require the SUBCONTRACTOR, at any time, to display the documentation proving compliance with the above obligations, as specified in clause 10 Documentation to be provided by the SUBCONTRACTOR, being empowered to withhold pending payments as long as the SUBCONTRACTOR does not satisfy this commitment and / or unilaterally resolve the ORDER, without the SUBCONTRACTOR being entitled to any compensation.

In the event that the services requested are to attend any work included in the limits and obligations established by Law 32/2006 and its implementing regulations and there are subcontracted services, the SUBCONTRACTOR will oblige itself and its possible subcontractors, to comply with the requirements of said law. The SUBCONTRACTOR and its subcontractors will certify their registration in the REA and will monitor compliance with the subcontracting regime at all times.

The SUBCONTRACTOR, in accordance with Art. 22 bis of RD 39/97, offers to provide the necessary preventive resources and with the training and sufficient means during the performance of risk activities and tasks carried out by him and that is thus collected, in the evaluation risk, initial or successive.

The SUBCONTRACTOR shall notify the SIEMENS ENERGY Occupational Hazards Prevention Officer of the following incidents / accidents that occur during the execution of the work, either of its own workers or subcontractors:

- Fatal accidents
- Serious accidents (fractures, amputations etc.)
- Minor Accidents
- Accidents involving any type of medical attention, including first aid

Likewise, it is necessary that any incident / accident without injury to persons, which occurs during the execution of the works, be communicated in the same way. The period of communication of these accidents / incidents will be 24 hours from the occurrence of the event.

The SUBCONTRACTOR agrees to implement in the execution of this contract, the EHS budget item defined in its offer.

In each intervention, at the end of the work that is the object of this ORDER and once it has been completed, the SUBCONTRACTOR must leave the premises or facilities where the services were rendered empty and free of materials, packaging, remains, etc.

2.1 Audits, inspections and visits

During the activities that are the object of this ORDER, SIEMENS ENERGY may carry out audits, inspections and visits to be able to evaluate compliance with the legislation on OHP, as well as what is established in the Occupational Health and Safety Plan or Risk Assessment of the contracted activities.

3. SUBCONTRACTOR Personnel and Equipment

The personnel and equipment used by the SUBCONTRACTOR in each of the tasks must be adequate in quantity and quality for the work to be carried out and will fully comply with the legislation, regulations and instructions applicable in the aforementioned facilities.

The SUBCONTRACTOR shall provide the employees he designates to perform the services with all the necessary equipment. Among others, in an enunciative and non-exhaustive way:

- Appropriate work clothes
- The PPE (Personal Protective Equipment) necessary for the correct compliance with the OHP.
- Adequate and necessary tools to carry out the work.

The SUBCONTRACTOR's staff, own or subcontracted, assigned to the contracted service will be registered in the Social Security system, and the SUBCONTRACTOR will be up to date with the payments of salaries and contributions that the Law requires, in any case.

The coordinator of the SUBCONTRACTOR will give direct orders to its workers, taking responsibility for complying with and enforcing all the occupational hazard prevention regulations that affect the personnel under its dependence.

The SUBCONTRACTOR will adopt the appropriate measures so that no person who is not expressly authorized by SIEMENS ENERGY does not have access to the facilities where the requested work is being carried out.

Both the clothing and the work and personal protection equipment that the SUBCONTRACTOR's staff dedicate to the work will bear the distinctive of the same and will be renewed as often as necessary to keep them in good condition at all times.

4. Economic conditions

4.1 Prices

The agreed price for the performance of the works agreed and regulated with this document is included in the purchase ORDER. Both parties agree that all amounts and associated expenses that the SUBCONTRACTOR may incur as a result of carrying out the work are included in the total price indicated, without SIEMENS ENERGY being obliged to pay any other expenses or amounts not included in the agreed price.

The prices established in the ORDER will be fixed and not revisable during the period of validity of the same. Price increases over those established in the ORDER, or in additions to it, will not be accepted, except in a new agreement between the parties.

Prices will be understood to be net for SIEMENS ENERGY, with the sole exception of Value Added Tax (VAT) / IGIC / IPSI, which will be itemized in invoices in accordance with current regulations. All other taxes, duties, fees, contributions, etc. that derive from the provision of the service and / or execution of the works will be paid by the SUBCONTRACTOR. If any of them had been paid by SIEMENS ENERGY, SIEMENS ENERGY may deduct their amount directly from the certifications or amounts pending payment to the SUBCONTRACTOR.

4.2 Additional work

By way of example and not exclusively, additional costs will not be acceptable for requests based on:

- Lack or unavailability of mechanical and / or human resources.

- Carrying out work at night, on public holidays and / or on days of more than 8 hours and for carrying out overtime.
- Lack of knowledge of the scope and / or of the works and / or appearance of unforeseen stoppages.
- Delays and / or failures in the delivery and / or supply of materials.

Additionally, a price for labor is established according to a scale of categories that will be applicable for any additional work that SIEMENS ENERGY requests from the SUBCONTRACTOR. The valuation of each particular action will be carried out from these labor prices after the formal request of SIEMENS ENERGY and once it has accepted the proposal to be presented by the SUBCONTRACTOR.

4.3 Partial certifications

In the event that the parties agree, partial certifications may be made according to the progress of the work or service, with a breakdown of each and every one of the works or services performed, solely and exclusively on the units performed and the prices provided in the ORDER.

4.4 Form and term of payment

According to "General Conditions of Purchase of SIEMENS ENERGY", annex C.

4.5 Invoicing

The SUBCONTRACTOR will issue the corresponding invoices within a maximum period of 30 days, once the amount reflected in them has accrued, in accordance with the conditions of the ORDER. The breakdown detailed therein will coincide with the one that appears in the aforementioned ORDER, even when said breakdown is only indicative for internal use by SIEMENS ENERGY.

The reception at the SUBCONTRACTOR of the official SIEMENS ENERGY ORDER will be essential for the issuance and subsequent acceptance of an invoice. All invoices must reflect the purchase ORDER number that led to the completion of the work or service, also identifying the position held in it.

Invoices whose date is prior to the date of the Purchase ORDER will not be accepted.

4.6 Penalties

If the SUBCONTRACTOR abandons the contracted supplies, works and / or services during the execution period, it expressly undertakes to pay the new price that SIEMENS ENERGY would have to pay for the execution of the rest of said supplies, works and / or services, plus the Amount of the agreed penalty for breach of term or quality, if applicable.

Non-compliance with the Occupational Risk Prevention regulations

SIEMENS ENERGY may penalize the SUBCONTRACTOR for breaches of OHP. The penalties are defined in amount and form in Annex D “Procedure for Penalties to Subcontractors for breaches of OHP” and in Annex E “Procedure for action against deviations and breaches of OHP”. Eventual breaches will be reliably communicated by SIEMENS ENERGY to the SUBCONTRACTOR through a technical report.

If the CUSTOMER for whom SIEMENS ENERGY executes the work applies penalties higher than those established in this Clause as a result of security violations attributable to the SUBCONTRACTOR or its subcontractors, these will be transferred and assumed by the SUBCONTRACTOR.

Activity stoppage.

The Subcontractor will assume the cost derived from the stoppage of the works that are being executed, either by the Safety Coordinator or by SIEMENS ENERGY due to a breach by the latter and / or its subcontractors in the application of the Health and Safety Plan or the work procedures delivered.

SIEMENS ENERGY reserves the right not to allow access to a specific employee of the SUBCONTRACTOR, for a time or permanently, in the event that he or she commits an OHP offense, regardless of other penalties that may be imposed.

Breach of deadlines.

If SIEMENS ENERGY is penalized by the CLIENT for non-compliance with deadlines, and it is shown that it was due to work stoppages or similar causes derived from breach of the OHP regulations by the SUBCONTRACTOR, said penalties will be directly passed on to the SUBCONTRACTOR.

The amount of the penalties may be deducted directly from the invoices / certifications, or any other amounts accrued by the SUBCONTRACTOR that are pending payment.

The penalties indicated are understood to be imposed without prejudice to other rights and actions that may correspond to SIEMENS ENERGY. The imposition of penalties will not prevent SIEMENS ENERGY from requiring the SUBCONTRACTOR to comply with its contractual obligations or compensation for damages to which SIEMENS ENERGY may be entitled as a consequence of the SUBCONTRACTOR's breaches.

4.7 Warranty

Once the END CUSTOMER has provisionally received the works that are the object of the ORDER and as long as there is no point pending correction by the SUBCONTRACTOR, a guarantee period will be opened for the same, until the former makes its final reception.

This guarantee will mean that the SUBCONTRACTOR will repair or, if necessary, supply without charge to SIEMENS ENERGY the labor and new parts or elements that during the mentioned period fail due to defects in materials or defective elements.

Said defects, failures or breakdowns must be repaired by the SUBCONTRACTOR in the shortest possible time. The costs of manufacturing, delivery, replacement, repair or any other will be borne by the SUBCONTRACTOR, as well as any other expenses arising from the repair, such as labor, allowances, travel and any others. If the SUBCONTRACTOR does not carry out the repairs or replacements within the agreed term, SIEMENS ENERGY will have the right to carry them out at the SUBCONTRACTOR's account and risk, the latter assuming each and every one of the costs and expenses for the execution of said Services.

If the Services should be interrupted due to reasons for which the SUBCONTRACTOR is responsible, or repairs that the SUBCONTRACTOR has to carry out to fulfill the obligations assumed by it under the ORDER, the warranty period will be extended for a time equal to the total duration of such interruptions.

5. Environmental obligations

Knowledge and compliance with Environmental Laws and Standards

The SUBCONTRACTOR, during the execution of the activities that are the object of each ORDER, will be obliged to know and comply with both the existing laws and provisions in force on the environment, whether at the municipal, regional, national or community level, as well as the environmental standards defined by SIEMENS ENERGY.

SIEMENS ENERGY will not allow workers who do not have the necessary training in environmental matters to access the facilities.

The machinery and vehicles used by the SUBCONTRACTOR must have the corresponding approvals and legal reviews and the ITV (Vehicle Technical Inspection), if applicable.

Waste ownership

The SUBCONTRACTOR, for all the purposes provided in the laws and provisions that are in force on waste, assumes the ownership and management of all waste generated as a result of the execution of the activities that are the object of this ORDER, unless explicit agreement by both parties where the responsibility for waste management is documented.

Waste management

The SUBCONTRACTOR, free of charge for SIEMENS ENERGY, will be responsible for the management, through an authorized manager in the Autonomous Community in which the work is carried out, of the waste from the activities derived from the execution of this ORDER, committing to send SIEMENS ENERGY, on a monthly basis, a copy of the records related to said management. The SUBCONTRACTOR shall minimize, as far as technically and economically feasible, the generation of waste in the performance of the activities that are the object of this ORDER.

Dangerous waste

The SUBCONTRACTOR shall be responsible, at its own expense, for the removal and transfer of waste considered hazardous, according to the legislation in force at the time of its generation, through an authorized manager in the Autonomous Community in which the work is carried out, being SIEMENS ENERGY , at any time, require documentary justification of said delivery to the aforementioned manager, all this up to the limit of the legally established period of 5 years, regardless of whether, within said period, this ORDER had expired or was rescinded by any of the parties.

The subcontractor will comply with all the requirements related to waste management stipulated in the applicable current legislation, including Registration as a waste producer when appropriate.

Demolition and Construction Waste

In the event that demolition and construction waste is generated within the scope of the contracted works, the SUBCONTRACTOR must carry out a Demolition and Construction Waste Plan, in accordance with current legislation and the Construction and Demolition Waste Management Study provided by the SPONSOR and, in those cases in which it is required by SIEMENS ENERGY SA. The SUBCONTRACTOR must have the certificate accrediting the adequate management of construction and demolition waste issued by the authorized or recovery manager (landfill, transfer plant, etc.).

Spills of hazardous substances

In accordance with current legislation, it is forbidden to discharge into hydraulic networks. The SUBCONTRACTOR will adopt all the necessary preventive measures to prevent the discharge of dangerous substances from reaching said hydraulic networks.

In the event that the SUBCONTRACTOR causes a spill of dangerous substances on the ground in the development of the activities covered by this contract, it will be obliged to remove the substance and the affected area and manage it with authorized managers, assuming all the costs generated. The SUBCONTRACTOR shall guarantee the complete restoration of the affected land.

SIEMENS ENERGY audits, inspections and visits

During the activities that are the object of this ORDER, SIEMENS ENERGY may carry out audits, inspections and visits to be able to evaluate the environmental practices carried out, providing the SUBCONTRACTOR the necessary means to carry them out. These

visits will not release the SUBCONTRACTOR from the responsibilities that might arise in the event of bad environmental practices. SIEMENS ENERGY is empowered to withhold pending payments as long as the SUBCONTRACTOR does not satisfy this commitment and / or unilaterally terminate the service provision agreement, without the SUBCONTRACTOR being entitled to any compensation.

6. Quality Clauses

The SUPPLIER is responsible for the quality of its services and supplies that it delivers to SIEMENS ENERGY regardless of whether it manufactures them itself or whether it acquires them from a third party subcontracted by it.

The SUBCONTRACTOR will present, where appropriate, for approval by the SIEMENS ENERGY Project Manager its Quality Plan; If the one presented does not have it or is not accepted, it will adhere to the Quality Plan approved for the Work or service.

The SUBCONTRACTOR undertakes to comply, at all times, with the specifications of the current Quality Plan, those of the Technical Prescriptions and those derived from orders from the Works Management.

The SUBCONTRACTOR will present the documentation requested in each ORDER and in the Quality Plan and will submit to SIEMENS ENERGY when requested, samples of each of the materials to be used.

SIEMENS ENERGY may return materials that do not comply with the quality standards specified in the technical documentation and in the specific ORDER. These rejected items will be returned to the SUBCONTRACTOR, at its expense, for its review and repair before being delivered back to SIEMENS ENERGY.

7. Liability for contingencies and insurance

The SUBCONTRACTOR will be liable for damages that may be caused to SIEMENS ENERGY or its clients or third parties, derived from the breach or defective fulfillment of the obligations contained in this DOCUMENT in the terms of Article 1.101 and following of the Civil Code, as well as of the fault or negligence in which both the SUBCONTRACTOR and the persons of the same dependents or that it designates for the provision of services may incur, by virtue of the provisions of Article 1902 and following of the same legal body.

Likewise, the SUBCONTRACTOR undertakes to hold SIEMENS ENERGY or any company of its Group harmless, with respect to any type of liability that may arise in relation to the SUBCONTRACTOR's workers employed in the provision of the service, whether they are compensatory, subrogatory, salary or of any other nature.

By virtue of the foregoing, and in the event that any type of liability is imputed to SIEMENS ENERGY or any of the companies in its Group, whether direct, joint or subsidiary, with respect to the SUBCONTRACTOR's staff, this recognizes the right of SIEMENS ENERGY to repeat to the SUBCONTRACTOR the amounts that it is obliged to pay to comply with these responsibilities in the following terms:

- The right of repetition will include any amount that SIEMENS ENERGY must pay to the workers of the SUBCONTRACTOR, as a consequence of a judicial or administrative resolution, such as salaries, social security, compensation, fines from the Labor Inspection, surcharges of benefits, and any others of a similar nature;
- The amounts that SIEMENS ENERGY pays as severance pay will also be included, in the event of a judicial declaration of the existence of illegal assignment of workers, if they choose to join the SIEMENS ENERGY workforce, and SIEMENS ENERGY chooses to terminate the aforementioned employment contracts;
- The right of repetition will also include the expenses incurred by SIEMENS ENERGY as a result of lawsuits or judicial or extrajudicial proceedings related to the workforce that affects the contracted service, such as legal expenses, procurement, costs of resources ...

7.1 Insurance

The SUBCONTRACTOR will be provided with a Civil Liability policy with a minimum coverage limit that covers the civil liability that may legally correspond to them for carrying out the activities carried out.

The SUBCONTRACTOR will hold SIEMENS ENERGY harmless from any liability that it may incur against its END CUSTOMER or a third party and against all claims, costs and expenses incurred by the SUBCONTRACTOR as a result of a breach of the provisions of this ORDER by the SUBCONTRACTOR.

SIEMENS ENERGY reserves the right to act against the SUBCONTRACTOR for damages and / or administrative penalties suffered by SIEMENS ENERGY or by third parties, produced by its staff during the performance of the works or services.

The SUBCONTRACTOR shall hold SIEMENS ENERGY harmless for claims from third parties that are the result of the execution of the Works or services not in accordance with the provisions of the ORDER, as well as the personnel assigned to carry out the Works, based on the relationships derived from the ORDER; and for any penalty for breach of any of the obligations that it expressly or implicitly assumes by virtue of the same or that legally correspond to it. In the same way, the SUBCONTRACTOR will be liable for any damage that may be caused to SIEMENS ENERGY, or its workers during the execution of the obligations that are the object of the ORDER or as a result of them.

8. Confidentiality

The SUBCONTRACTOR will treat this document and everything related to the service as confidential information, not being able to communicate, supply, distribute or publish information concerning it; nor use it for the SUBCONTRACTOR's own purposes.

Confidentiality will be maintained by the SUBCONTRACTOR until the end of this service provision and once it has ended, for a period of five years. Upon completion of the ORDER, the SUBCONTRACTOR will deliver to SIEMENS ENERGY all the information it has received from it, including, but not limited to, plans, sketches, sketches, designs, calculations, technical specifications, list of materials, service plans, photographs, videos, development of ideas, concepts, knowledge or techniques or any other documents that contain confidential information.

The SUBCONTRACTOR also undertakes to make good use of the SIEMENS ENERGY corporate image.

9. Termination of the ORDER

The ORDER may be resolved at the request of any of the parties for the general causes admitted by law. It is expressly established that the ORDER will be resolved for the following reasons:

- Liquidation, embargo, or any state of insolvency of the parties that endangers or frustrates the execution of the ORDER.
- By mutual agreement of the parties.

In both cases, the termination will be automatic as of the effective date, respectively, and will not generate any compensation right in favor of the SUBCONTRACTOR.

The serious breach by any of the parties of the obligations derived from the conditions of this DOCUMENT or from the conditions set forth in the purchase ORDER, will empower the other party to choose between urging the resolution or claiming its fulfillment, being able, in both cases, to demand the damages and losses that have been incurred.

Without prejudice to the provisions of the preceding paragraph, the SUBCONTRACTOR may urge the resolution of the ORDER for serious and repeated breach by SIEMENS ENERGY of its payment obligations.

SIEMENS ENERGY may urge the resolution of the ORDER for the following specific reasons:

- False, incomplete presentation or non-presentation of the documentation provided for in this DOCUMENT, especially that included in clause 10 Documentation to be provided by the SUBCONTRACTOR, as well as lack of communication of the modifications that occur regarding its content during the execution of the same.
- Refusal or opposition to the contractual powers of control and supervision recognized to SIEMENS ENERGY.
- Abandonment of the works or services contracted by the SUBCONTRACTOR for more than 2 working days, without just cause.
- By transmission, assignment or transfer by the SUBCONTRACTOR of all or part of its contractual obligations, including the subcontracting of all or part of the works or services, without prior written authorization from SIEMENS ENERGY.
- Serious breach of confidentiality duties in the terms assumed in this DOCUMENT.
- Due to Force Majeure that prevents the execution of all or the most important services contracted definitively or for a period of more than three months.
- Serious breach of any other of the obligations stipulated in this DOCUMENT.
- Failure to comply with the execution deadlines established in the Work Plan, regardless of what is established in clause 4.6 Penalties, as well as insufficient personnel, equipment and / or repeated shortage of means used to carry out the work or services contracted that indicate, in the opinion of SIEMENS ENERGY, that the agreed deadlines will not be met.
- The existence of three or more serious breaches by the Subcontractor in relation to the Occupational Hazards Prevention obligations contained in this ORDER and its annexes.

In the event that the resolution had been caused by the SUBCONTRACTOR, SIEMENS ENERGY may cease to make the amounts pending payment effective until the final settlement is established, without this exempting it from its responsibilities with the SUBCONTRACTOR due to the work that may have been carried out until the moment of resolution.

The parties expressly agree, both in cases of resolution of the ORDER, and of non-resolution, to exclude loss of profits, loss of information and / or data as concepts susceptible to claim for damages.

SIEMENS ENERGY may terminate the Order in advance, for any reason, by sending a registered letter or any other reliable means to the SUBCONTRACTOR 30 days in advance of the date on which the ORDER is intended to be resolved. In this case, the SUBCONTRACTOR will only have the right to pay for the services it has provided up to the date of resolution of the ORDER.

10. Documentation to be provided by the SUBCONTRACTOR

Before the start of the work, you must provide the documentation specified in the "List of documents to be provided by the SUBCONTRACTOR" which is included as Annex A and with the periodicity stipulated therein for each document.

The documentation must be uploaded to the eGestiona document platform at least 2 weeks prior to the start of the work and regardless of the duration of the work.

The documentation shall be updated with changes throughout the project and all documents listed below that are applicable to the subcontracted work shall be provided.

In addition to the related documents, this document shall provide the documentation and formats requested by Siemens Energy's customer, bearing in mind that said customer may additionally require uploading to one of its document platforms, management to be performed by the SUBCONTRACTOR.

11. Corporate responsibility in the supply chain

1. The SUBCONTRACTOR must comply with the principles and requirements of the "Code of Conduct for SIEMENS ENERGY Suppliers" attached here as Annex B (hereinafter referred to as the "Code of Conduct").

2. In the event that SIEMENS ENERGY requires it, the SUBCONTRACTOR shall provide, no more than once a year (at its option) to SIEMENS ENERGY: (i) a written self-review in the format provided by SIEMENS ENERGY or (ii) a written report approved by SIEMENS ENERGY describing the actions taken or to be taken to ensure compliance with the Code of Conduct.

3. SIEMENS ENERGY, its authorized agents and representatives and / or third parties authorized by it and reasonably acceptable to the SUBCONTRACTOR, will be empowered (but not obliged) to carry out (including at the SUBCONTRACTOR's headquarters) inspections in order to verify compliance by part Provider's Code of Conduct.

Inspections may only be carried out with prior written notification issued by SIEMENS ENERGY, during business hours, in accordance with applicable data protection laws and must not unreasonably interfere with the supplier's commercial activities or violate any confidentiality agreement signed by the latter with third parties. The SUBCONTRACTOR shall reasonably cooperate with the inspections that are carried out. The SUBCONTRACTOR shall bear its own expenses in relation to said inspection; SIEMENS ENERGY will bear its own expenses.

4. In addition to any other right and measure available to SIEMENS ENERGY, in the event of (i) material or repeated failure of the SUBCONTRACTOR to comply with the Code of Conduct or (ii) refusal to recognize SIEMENS ENERGY the right to inspection referred to in the third paragraph of this article, after providing the SUBCONTRACTOR with notification and a reasonable opportunity to amend its conduct, SIEMENS ENERGY may terminate this ORDER and / or any purchase order issued accordingly, without incurring any liability against to the SUBCONTRACTOR.

Material breaches include, but are not limited to, incidents related to child labor, corruption and bribery, breaches of the environmental protection requirements included in the Code of Conduct. The notification and opportunity to remedy the non-compliance will not be applicable to violations of requirements and principles related to the work of minors, as established in the Code of Conduct or intentional failures in compliance with the requirements regarding the protection of the environment.

12. General conditions

For all those conditions that are not included in this document, the General Conditions of Purchase of SIEMENS ENERGY attached in Annex C.

13. Annexes

13.1 Annex A. List of documents to be provided by the subcontractor

13.2 Annex B. Code of Conduct for SIEMENS ENERGY Suppliers

13.3 Annex C. General Conditions of Purchase of SIEMENS ENERGY

13.4 Annex D. Procedure for penalties to SUBCONTRACTORS for breaches of OHP

13.5 Annex E. Procedure for action in the event of deviations and breaches in OHP material

ANNEX a. List of documents to be provided by the subcontractor

The documentation must be uploaded to the eGestiona document platform before the start of the work and regardless of the duration of the work.

The documentation will be updated with the changes throughout the project and all the documents listed below that are applicable to the subcontracted works must be delivered.

In addition to those listed in this document, the documentation and formats requested by the Siemens Energy client will be provided, taking into account that said client may additionally require uploading to any of its document platforms.

LIST OF COMPANY DOCUMENTS TO DELIVER

- Act of Incorporation of the Company. CIF Corporate tax payer identification number.
- Debt clearance certificate from the Social Security treasury (monthly).
- Tax Certification of Contractors and Subcontractors stating they are up to date with tax obligations (monthly, semi-annual or annual depending on the validity of the document)
- Monthly accreditation of being up to date with their salary obligations with their workers.
- Photocopy of the Civil Liability Insurance Policy, with updated payment receipt.
- Accident Insurance Policy (Sacc) and proof of payment.
- Accredited Company Certificate in the Registry of Accredited Companies (REA).
- Accreditation of the Company's Own or External Prevention Service.
- Risk Assessment of the Scope of Works.
- Adherence to the Specific Prevention Plan.
- List and safety data sheets (SDS /FDS) of the chemicals to be used in the work, if applicable.
- Mutual Association Document.
- Annual claim report.

LIST OF DOCUMENTATION ON OCCUPATIONAL HEALTH AND SAFETY OF WORKERS INTERVENING IN THE EXECUTION OF THE WORKS

- Nominal list of workers, with ID No., who are going to intervene in the execution of the works.

- Tc1 and Tc2 of all workers or, in the case of recent incorporation, the registration document (TA 2/2). In the event that the works last longer than one month, they will be updated on the 5th of each month at the latest.

- Risk assessment of the jobs involved in the activities contracted by SIEMENS ENERGY, S.A.

- Information on the Siemens Energy Occupational Health and Safety Plan or Risk Assessment of the specific activities contracted by Siemens (Information receipt per worker).

- Copy of the appointment of the Preventive Resource of the Subcontractor / Security Manager (as applicable).

- Copy of the workers' medical aptitude certificate for the contracted activities (annual validity).

- Certificate of having been informed of the specific occupational hazards of the job - Worker Risk Assessment.

- Copy of the accreditation of the theoretical and practical training received by workers on the specific risks of their job.

- Other Specific training: OHP, Work at Height, Electrical Hazard, Confined Spaces / ATEX, use of pQ's, etc.

- Compulsory Training as stipulated in the current Metal Agreement

- Accreditation of delivery of personal protective equipment PPE to workers and review of the same as applicable according to the manufacturer's specifications. The PPE's must have CE marking and / or CE conformity certificate.

- Written authorization to workers for the use and handling of work equipment / machinery that they are going to use in the contracted activities.

- Authorization for work with electrical risk according to RD 614/2001.

- Community workers: Health card model E-101 and communication to the Spanish Labor Authority (A1).

- non-Community workers: They will attach a work permit or visa and health care insurance.

LIST OF DOCUMENTS OF EQUIPMENT, MACHINERY AND TOOLS TO DELIVER

- List of machinery and work equipment provided for the work or service.

- Documentation related to the legal adequacy of the machinery:
  All work machinery must have CE conformity certificates or adequacy certificates that will be attached to the initial review forms.

  In the initial review of any equipment, a copy of the CE conformity certificate will be attached to the review form, or a certificate of compliance according to R.D. 1215/97 for old equipment, issued by an accredited entity.

- In the case of vehicles, trucks, public works machinery, buses, cranes, platforms, etc., a copy of the documents that prove the validity of the insurance, of the regulatory technical inspections of the same must be attached, which will be attached to the review forms (Vehicle Technical Inspection, special type reviews for lifting devices, manufacturer's instructions manual, semi-annual inspection of the vehicle, registration certificate and technical data sheet.)

- Review of electrical equipment and tools and mechanical lifting means. Regarding work equipment that, due to the requirement of industrial regulations, require reviews by specially qualified personnel (Lifting means, electrical equipment, pressure devices, etc.), these reviews will be carried out following the applicable regulations.

- In the case of rented machinery: purchase or lease document.

LIST OF DOCUMENTATION ON ENVIRONMENTAL MATTERS TO DELIVER

- Application for registration in the register of producer or small producer of waste, if applicable, in accordance with Law 10/98 on Waste or any other applicable regulations.

- Authorizations of the manager and its carrier (including list of vehicles authorized for transport) by the Autonomous Community in which the works are carried out, to manage / transport the waste (if applicable).

- Documents of acceptance of waste by the selected manager in accordance with the regulations in force in the place of execution of the works.

- Delivery of a Construction and Demolition Waste Plan in accordance with current legislation for the works that are the object of the contract, in those cases where it is required.

Siemens Energy Code of Conduct

for Suppliers and Third Party Intermediaries

This Code of Conduct defines the basic requirements placed on the suppliers and third party intermediaries of Siemens Energy concerning their responsibilities towards their stakeholders and the environment. The supplier and/or third party intermediary declares herewith to:

Legal Compliance

- Comply with the laws and regulations of the applicable legal systems.

Human Rights and Labor Practices

_ To ensure respect of all internationally proclaimed human rights by avoiding causation of and complicity in any human rights violations, heightened attention shall be paid to ensuring respect of human rights of specifically vulnerable rights holders or groups of rights holders such as women, children or migrant workers, or of (indigenous) communities.

- Prohibition of Forced Labor
  - Neither use nor contribute to slavery, servitude, forced or compulsory labor and human trafficking.

- Prohibition of Child Labor
  - Employ no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, employ no workers under the age of 14.
  - Employ no workers under the age of 18 for hazardous work according to ILO Convention 182.

- Non-Discrimination and Respect for Employees
  - Promote equal opportunities and treatment of employees, irrespective of skin color, race, nationality, ethnicity, political affiliation, social background, disabilities, gender, sexual identity and orientation, marital status, religious conviction, or age.
  - Refuse to tolerate any unacceptable treatment of individuals such as mental cruelty, sexual harassment or discrimination including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative.

- Working Hours, Wages & Benefits for Employees
  - Recognize the legal rights of workers to form or join existing trade unions and to engage in collective bargaining; neither disadvantage nor prefer members of employee organizations or trade unions.
  - Adhere to all applicable working-hours regulations globally.
  - Pay fair wages for labor and adhere to all applicable wage and compensation laws globally.
  - In the event of cross-border personnel deployment adhere to all applicable legal requirements, especially with regard to minimum wages.

- Health & Safety of Employees
  - Act in accordance with the applicable statutory and international standards regarding occupational health and safety and provide safe working conditions.
  - Provide training to ensure employees are educated in health & safety issues.
  - Establish a reasonable occupational health & safety management system[1].

- Grievance Mechanism
  - Provide access to a protected mechanism for their employees to report possible violations of the principles of this Code of Conduct.

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Environmental Protection

- Act in accordance with the applicable statutory and international standards regarding the environment. Minimize environmental pollution and make continuous improvements in environmental protection.
- Establish a reasonable environmental management system[1].

Fair Operating Practices

- Anti-Corruption and Bribery
  - Tolerate no form of and do not engage directly or indirectly in any form of corruption or bribery and do not grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain an improper advantage. This includes to renounce from giving or accepting improper facilitation payments.

- Fair Competition, Anti-Trust Laws and Intellectual Property Rights
  - Act in accordance with national and international competition laws and do not participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors.
  - Respect the intellectual property rights of others.

- Conflicts of Interest
  - Avoid and/or disclose internally and to Siemens Energy all conflicts of interest that may influence business relationships, and to avoid already the appearance thereof.

- Anti-Money Laundering, Terrorism Financing
  - Not directly or indirectly facilitate money laundering or terrorism financing.

- Data Privacy
  - Process personal data confidentially and responsibly, respect everyone's privacy and ensure that personal data is effectively protected and used only for legitimate purposes.

- Export Control and Customs
  - Comply with the applicable export control and customs regulations.

Responsible Minerals Sourcing

- Take reasonable efforts to avoid in its products the use of raw materials which originate from Conflict-Affected and High-Risk Areas and contribute to human rights abuses, corruption, the financing of armed groups or similar negative effects.

Supply Chain

- Use reasonable efforts to make its suppliers comply with the principles of this Code of Conduct.
- Comply with the principles of non-discrimination with regard to supplier selection and treatment.

[1] www.siemens-energy.com/code-of-conduct/managementsystems

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Declaration of the Supplier:

We hereby declare the following:

1. We have received a copy of the “Siemens Energy Code of Conduct for Suppliers and Third Party Intermediaries” (hereinafter referred to as the “Code of Conduct”) and hereby commit ourselves, in addition to our commitments set out in the supply agreements with Siemens Energy, S.A., to comply with its principles and requirements.

2. We agree that this declaration is subject to the substantive law in Spain without reference to any of its conflict of law rules.

_____

Place, Date

_____

Signature

_____ _____

Name (BLOCK CAPITALS), Function Company Seal

This document shall be signed by a legal representative of the company and returned to the Siemens Energy, S.A. within 20 days of receipt.

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SIEMENS
energy

Conditions of Purchase

Dated: 9 March 2023

1. Order and Confirmation of Order

1.1 Siemens Energy S.A. or any other company of the Siemens Energy group that issues the relevant order (the "**Customer**") may cancel the order if the Supplier has not confirmed acceptance of the order (confirmation) in writing within two weeks of receipt.

1.2 Any alterations, amendments or additions to the order shall only become a part of the contract if the Customer accepts such in writing. In particular, the Customer is bound by the general terms and conditions of the Supplier only to the extent that such are in accordance with these Conditions of Purchase or if the Customer agrees explicitly to such in writing. The acceptance of deliveries or services as well as payments does not constitute such agreement.

1.3 Any provisions in other documents provided by the Supplier (such as but not limited to specifications, data sheets, technical documentation, advertising materials, order confirmations and/or shipping documents) regarding legal terms, liability, restriction of use, restriction of application and/or restriction of suitability, or any other provision that changes the provisions of these Conditions of Purchase shall not be applicable.

2. Rights of Use

2.1 The Supplier hereby grants the Customer the following non-exclusive, transferable, worldwide and perpetual rights:

2.1.1 to use the deliveries and services including related documentation, to integrate them into other products and to distribute them;

2.1.2 to install, launch, test and operate software and its related documentation (hereinafter collectively referred to as "Software");

2.1.3 to sublicense the right of use under section 2.1.2 above to any company, partnership or other legal entity which directly or indirectly controls, is controlled by or is under common control with the Customer (hereinafter referred to as "Affiliates") to contracted third parties, to distributors and to end customers;

2.1.4 to license to Affiliates and distributors the right to sublicense the right of use under section 2.1.2 above to end customers;

2.1.5 to use the Software for integration into other products and to copy the Software, or to allow Affiliates, contracted third parties or distributors to use and copy the Software;

2.1.6 to distribute, sell, hire out, lease and make ready for download or make publicly available the Software, e.g. in the context of Application Service Providing or in other contexts, and to copy the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased;

2.1.7 to sublicense the right of use under section 2.1.6 above to Affiliates contracted third parties and distributors.

2.2 In addition to the rights granted in section 2.1 above, the Customer, Affiliates and distributors are authorized to allow end customers to transfer the respective licenses.

2.3 All sublicenses granted by the Customer must contain appropriate protection for the intellectual property rights of the Supplier in the Software, containing the same contractual provisions as used by the Customer to protect its own intellectual property rights.

2.4 The Supplier shall, in good time but at the latest by the time of order confirmation, inform the Customer in writing whether the deliveries and services contain Open Source Components. In the context of this provision, "Open Source Components" means any software, hardware or other information that is provided royalty-free by the respective licensor to any user on the basis of a license with the right to modify and/or to distribute (e.g. the GNU General Public License (GPL), the GNU Lesser GPL (LGPL), or the MIT License). Should the deliveries and services by the Supplier contain Open Source Components, the Supplier shall comply with all applicable open source license terms and shall grant all those rights to the Customer and provide all information which Customer needs in order to comply himself with the applicable license terms. In particular, the Supplier must deliver to the Customer promptly after the order is confirmed the following:

- A schedule of all Open Source Components used, indicating the relevant license, its version and including a copy of the complete text of such license and including a reference to copyright and/or authorship. Such schedule must have an understandable structure and contain a table of contents.
- The complete source code of the relevant open source software, including scripts and information regarding its generating environment in so far as the applicable open source conditions require this.

2.5 The Supplier shall, in good time but at the latest by the time of order confirmation, inform the Customer in writing whether any open source licenses used by Supplier might be subject to a Copyleft Effect, which could affect the products of the Customer. In the context of this provision, "Copyleft Effect" means that the provision of the open source license requires that certain of the Supplier's products, as well as any products derived from such products, may only be redistributed in accordance with the terms of the open source license, e.g. only if the source code is disclosed. In case any open source licenses used by Supplier would be subject to a Copyleft Effect, the Customer shall be entitled to cancel the order within two weeks of receipt of such information without any cost and liability consequences for the Customer.

2.6 Should the order involve production with special requirements in terms of a work contract according to Article 363 et seq Swiss Code of Obligations, the Customer shall in case of a design or development order have the unlimited right to the intellectual property and the exclusive use of all related design and development results. The designs and developmentsshall not be made available to any third party in whole or in part without the express written approval of the Customer, norshall such be used for any own or other purpose.

3. Term and Penalty for Breach

3.1 For the purposes of establishing the timeliness of delivery the relevant point in time is the date of receipt at the place of destination/delivery according to Incoterms ® 2020 designated by the Customer, and for deliveries involving installation, erection, commissioning or assembly as well as for services (including rectification) the relevant point in time shall be the date of acceptance by the Customer.

3.2 If any delay in delivery or performance or rectification is anticipated, the Customer shall be notified immediately and its decision sought. In order to conform with delivery or performance deadlines the Supplier shall in good time undertake all suitable measures (e.g. shift work, overtime, any necessary expedited transport) in order to avoid any delay. The costs for such measures shall be borne by the Supplier.

3.3 In the event of non-compliance with the agreed delivery or performance deadlines, the Customer may, without setting any further deadline, waive the right to performance and rescind the contract without any cost and liability consequences for the Customer. The Customer reserves the right to claim dam-ages as permitted by law.

3.4 If the agreed deadlines are exceeded, the Customer may demand a penalty to the amount of 1 % for each commenced day of delay, but not exceeding 15 % of the total contract amount. The payment of a penalty by the Supplier shall not affect any other contractual or legal rights based on late delivery or performance and shall not release the Supplier from any of its contractual or legal obligations arising from the order.

3.5 In case of postponed or subsequently-agreed delivery or performance deadlines the agreed penalty shall apply accordingly.

3.6 The penalty is due irrespective of whether or not the Customer expressly reserves the right to claim the delay penalty upon acceptance of the delayed delivery.

4. Deliveries and Services of the Supplier

4.1 Unless agreed otherwise, DDP (named place of destination) Incoterms ® 2020 shall apply, if (a) the seat of the Supplier and the named place of destination are within the same country or (b) the seat of the Supplier and the named place of destination are within the European Union. If neither (a) nor (b) are fulfilled, the DAP (named place of destination) Incoterms ® 2020 shall apply, unless agreed otherwise.

4.2 The Supplier warrants that deliveries and services will be in accordance with the contract and in perfect condition, free of any defect of title or deficiency, produced with raw materials free of any defect and fully functional without limitation and fit for the intended purpose. This shall include in particular compliance with official and legal provisions and safety regulations of the countries of production, destination as well as the country of the Customer. The Supplier guarantees that deliveries and services at the time of transfer of risk are in accordance with the current state of the art. The Customer may return any defective goods to the Supplier at the Supplier's cost and demand replacement in accordance with the order.

4.3 Any services of the Supplier shall be provided with the greatest care with the use of qualified and trained personnel.

4.4 Deliveries and services of the Supplier and sub-suppliers shall be subject to the Customer's quality assurance system in accordance with ISO9001 / EN29001. The Customer's suppliers and sub-suppliers shall be assessed accordingly.

5. Transfer of Benefit and Risk

5.1 For deliveries involving installation, erection, commissioning or assembly as well as services risk shall transfer to the Customer on acceptance and for deliveries not involving services risk shall transfer to the Customer upon receipt by the Customer at the place of destination/delivery according to Incoterms ® 2020 designated by the Customer.

5.2 For deliveries involving installation, erection, commissioning or assembly as well as services benefit of the goods and services shall transfer to the Customer as soon as provided and for deliveries not involving services, benefit of the goods shall transfer to the Customer upon receipt by the Customer at the place of destination/delivery according to Incoterms ® 2020 designated by the Customer.

6. Packing and Dispatch

6.1 Unless otherwise agreed, the costs for adequate packaging shall be borne by the Supplier. The packing shall be environmental friendly and shall ensure protection against any damage, soiling and moisture during transport and storage.

6.2 In case transportation costs are borne by the Customer, notice of readiness for dispatch shall be given together with the information set out in section 6.3 hereunder. On Customer's request, a Siemens Energy routing order tool must be used by the Supplier. Transport shall be arranged by the Supplier at the lowest possible cost, insofar as the Customer has not requested a particular method of delivery or the conclusion of the contract for carriage by the Customer. Any supplementary costs arising from non-conformity with the transport requirements, including any costs arising from the Supplier not having used the Siemens Energy routing order, shall be borne by the Supplier. In case DAP/DDP (place of destination) Incoterms ® 2020 is agreed, the Customer may also determine the method of transportation.

6.3 Each delivery shall include a packing note or delivery note with details of the contents as well as the complete order number.

6.4 As far as the Customer and the Supplier agree that the Supplier orders the transport of deliveries containing dangerous goods for account of the Customer, the Supplier is responsibleto transfer the necessary legally required dangerous goods data to the freight forwarder nominated by the Customer when placing the transport order. The Supplier is in these cases also responsible for packing, marking, labeling etc. in compliance with the regulation to the mode(s) of transport used.

6.5 If the Customer informs the Supplier that following the initial transport another transport with a different mode of transport is scheduled, the Supplier will also follow the relevant legal requirements concerning dangerous goods with regard to such on-going transport.

7. Payment, Invoices

7.1 Unless otherwise agreed, payments shall be due and payable no later than 60 (sixty) days net. If payment is made within 14 (fourteen) days, the Customer is entitled to a 3% (three percent) discount. The period for payment shall commence as soon as any delivery or service is completed and correctly issued invoice is received..

7.2 The order number as well as the number of each individual item shall be detailed in invoices. Insofar as any such details are omitted, invoices shall not be payable. Copies of invoices shall be marked as duplicates.

7.3 Insofar as the Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery and service. A discount shall also be allowed for should the Customer set off or withhold any payments to a reasonable extent because of any deficiency in the delivery or service.

7.4 Payment does not constitute an acknowledgement that the corresponding deliveries or services were provided in accordance with the contract (in particular in relation to quantity or quality). Any rights of the Customer to claim shall therefore remain unaffected also after payment for the deliveries or services.

8. Inspections

8.1 The Supplier shall inspect the delivery for quantity and quality before dispatch.

8.2 The delivery shall be inspected by the Customer as soon as possible after receipt at the named place of destination on the basis of random samples in relation to the type of delivery as well as quantity and any externally-recognizable transportation damage or other obvious deficiencies.

8.3 The obligation of immediate examination and notification according to Article 201 or Article 367 of the Swiss Code of Obligations shall be waived. The Supplier recognizes order notifications of defects without adherence to a notification period as obtained in time.

9. Warranty

9.1 All claims in relation to rescission, price reduction, rectification or replacement and damages according to Article 205 et seq or 368 Swiss Code of Obligations shall be reserved. A right to claim rectification shall also exist in case of any purchase agreements. Rectification or replacement shall be carried out by the Supplier at the choice of the Customer. The Supplier shall be liable for any and all costs, expenses and damages resulting directly to the Customer by way of deficient deliveries or services regardless of fault. This shall also apply in case of work contracts.

9.2 Until proved to the contrary, during the entire warranty period it shall be assumed that any deficiency existed at the time of the transfer of risk.

9.3 The Customer reserves the right to retain any payment in whole or in part until, (i) the Supplier has completely fulfilled its duty to rectify the deficiency or the replacement delivery in accordance with the contract, or (ii) the parties have agreed on other alternative measures, such as but not limited to rescission, price reduction or damages in a binding manner.

9.4 From the time of notification of a deficiency the Supplier shall bear the risk for deficient deliveries. The Supplier shall, additionally – independently of the issue of fault – bear the costs incurred to remove, disassemble, return, reassemble, re-install, re-construct, re-inspect and retest of deficient deliveries as well as all other costs (including internal costs), expenses and damage of the Customer in connection with the complaint and rectification of the deficiency.

9.5 Should the Supplier fail to rectify (i.e. repair or replacement) within a reasonable time set by the Customer, the Customer is entitled, at the expense of the Supplier, to undertake any rectification or replacement itself or arrange for a third party to do so. Any deficiency in deliveries or services detected at the time of acceptance, inspection or commissioning may be rectified by the Customer itself or it may arrange for such to be rectified by third parties immediately at the expense of the

Supplier without the need to set a further deadline if the Supplier delivered or provided such in delay. The same shall apply if the Customer has a particular interest in immediate rectification or replacement delivery in case of urgency or in order to avoid delay itself.

9.6 The warranty period shall be three years, unless a longer warranty period is given by law.

9.7 For deliveries not involving installation, erection, commissioning, assembly the warranty period begins to run with receipt at the place of destination named by the Customer. For deliveries involving installation, erection, commissioning or assemblyas well as for services the warranty period begins to run with acceptance by the Customer. Upon delivery to locations where the Customer is operating outside its premises, the warranty period begins by acceptance by the end customer, in no case later than one year after the transfer of risk.

9.8 In case the Supplier has redelivered or rectified in terms of the warranty, the warranty period shall start anew. The warranty period shall extend for the period during which the deliveries cannot be used to the full extent as a result of deficiencies.

9.9 Warranty claims shall expire one year after expiry of the warranty period set out in this section.

9.10 Any further or additional legal claims are reserved.

9.11 Inspections, directions or instructions by the Customer or by any person acting on behalf of the Customer shall not limit the right to claim under the contract, in particular with regard to deficiencies. In case the Supplier does not regard the inspections, directions or instructions as being reasonable or has other reservations against such, the Supplier shall notify the Customer of such without delay in writing and make suggestions for improvement.

10. Liability for Intellectual Property Right Infringements

10.1 The Supplier guarantees that no intellectual property rights, including but not limited to copyright, constitute a hindrance for any use.

10.2 In the event that any third party makes any claims against the Customer or an end customer of the Customer in relation to intellectual property rights, the Customer shall inform the Supplier of such. The Supplier shall indemnify the Customer against all costs (in particular including lawyers and court costs) and justified claims of third parties in connection with intellectual property rights.

10.3 In addition the Customer may demand that the Supplier at its own expense and without delay either (i) obtains a right of use from the party in control of the intellectual property right or, (ii) changes those parts of delivery infringing the intellectual property rights or exchanges such for parts which do not infringe the intellectual property rights.

10.4 The right of the Customer to enforce any further legal claims shall not be affected hereby.

10.5 Any claims for defects as to title shall expire in ten years or the longer period given by law.

11. Subcontracting to Third Parties

Subcontracting to third parties shall not take place without the prior written consent of the Customer and entitles the Customer to cancel in whole or in part and claim damages. Upon demand the Supplier shall make available to the Customer a list of the subcontractors used in connection with its deliveries and services.

12. Provided Material, Information

12.1 The Supplier is obliged to examine components such as, e.g. raw material provided by the Customer or provided by the Supplier's suppliers, manufacturers or other third parties at the time of receipt of such components as to whether these components show any obvious or hidden defects. In case any defects are discovered in the course of such inspections, the Supplier shall immediately inform its suppliers or – in case the components are provided by the Customer – inform the Customer.

12.2 Material and information provided by the Customer remains the property of the Customer and are to be stored, labeled as property of the Customer and administered separately at no expense to the Customer. Its use is limited to the orders of the Customer only. The Supplier shall supply replacements in the event of reduction in value or loss. This also applies to the transfer of allocated material.

12.3 Any processing or transformation of the material and information shall take place for the Customer. The Customer shall immediately become owner of the new or transformed product. Should this be impossible for legal reasons, the Customer and the Supplier hereby agree that the Customer shall be the owner of the new product at all times during the processing or transformation. The Supplier shall keep the new product safe for the Customer at no extra cost to the Customer and in so doing shall exercise the duty of care of a merchant.

13. Tools, Patterns, Samples, Confidentiality

13.1 Any tools, patterns, samples, models, profiles, drawings, specification, printing templates, gauges and other material provided by the Customer or made for the Customer, as well as any materials derived there from, shall remain the property of the Customer and shall not be made available to any third party nor used for any other purpose than contractually agreed, except with the prior written consent of Customer. Such materials shall be protected against unauthorized access or use and shall be labeled as the property of the Customer. Notwithstanding any other rights, the Customer may demand the immediate return of such materials if the Supplier breaches its contractual obligations.

13.2 The Customer is not responsible for the content of any information, data, drawings, specifications and materials which it makes available to the Supplier in connection with the order. The Supplier shall have a responsibility to check that it is up to date and correct and, if this should not be the case or in case of any possible contradictions, the Supplier shall inform the Customer of such without delay in writing and shall seek clarification as to how to proceed. Any incorrectness shall not affect the responsibility of the Supplier in relation to its scope of deliveries and services.

13.3 The Supplier shall treat as confidential and shall not make available to third parties any data, drawings, specifications, materials, knowledge or findings, documents, terms of reference, business processes or other information that it receives from or about the Customer in the context of performing the deliveries and services, as well as the conclusion of the contract and any results, with regard to third parties – and shall keep the same confidential beyond the term of the contract – for as long as and insofar as such information has not become publicly known by legal means or the Customer has not consented in writing to its transfer in the individual case. The Supplier shall use this information exclusively for the purpose of performing the deliveries and services. The Supplier shall make Information available only to those employees who need the Information for the fulfillment of their duties and shall ensure that such employees are also subject to a duty to treat such information as confidential. Insofar as the Customer agrees to any subcontracting to third parties, such shall be made subject to a corresponding duty in writing.

14. Product Liability

14.1 If the Customer is made subject to any claims by third parties based on domestic or foreign product liability law in connection with deliveries by the Supplier, the Customer shall notify the Supplier of such. The Supplier shall indemnify the Customer against all justified claims of third parties as well as the costs (including in particular lawyers and court costs), provided such are caused by a deficiency in the deliveries from the Supplier. The Supplier shall support Customer in the dispute with the injured.

14.2 In addition, the Supplier shall reimburse the Customer for all costs caused thereby as a result of measures the Customer must take in order to prevent any risk, such as but not limited to warnings or precautionary recall actions of a defective product. Any costs for the determination of the risk (in particular expert costs) as well as internal administration and processing costs of the Customer shall be borne by the Supplier unless the Supplier does not itself provide the proof of cause.

15. Assignment of Claims, Set-off

Any assignment of claims existing in relation to the Customer as well as any set-off of counterclaims is only allowed with the prior written approval of the Customer.

16. Right to Terminate and Cancel

16.1 In addition to any rights provided by law to withdraw from or cancel a contract, the Customer may cancel the contract in

whole or in part in case (a) the Supplier is in delay with its delivery or service and such delay – despite a corresponding demand notice by Customer – persists for more than 2 weeks after receipt of such demand notice, or in case (b) that the adherence to the contract by the Customer cannot reasonably be expected from the Customer because of a reason attributable to the Supplier and taking into consideration the circumstances in the individual case as well both parties' interests. This might, in particular, apply in case of an actual or possible deterioration of the Supplier's financial situation thus threatening the due fulfillment of the Supplier's obligations under the contract.

16.2 The Customer may also terminate the contract in case insolvency proceedings or similar proceedings in relation to the assets of the Supplier are applied for or commenced.

16.3 In case of a termination by the Customer the Customer may continue to utilize existing facilities, deliveries and services already performed by the Supplier in exchange for reasonable payment.

17. Code of Conduct for Suppliers, Security in the Supply Chain

17.1 The Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier shall not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor. Moreover, the Supplier shall be responsible for the health and safety of its employees and shall fulfill the applicable minimum wage requirements. By acting in accordance with the applicable environmental laws the Supplier shall take adequate measures to avoid the deployment of so-called conflict minerals and shall create transparency over the origin of raw materials. The Supplier shall provide a protected grievance mechanism for its own employees to report possible violations of this Code of Conduct and will use reasonable efforts to promote this Code of Conduct among its suppliers..

17.2 The Supplier shall provide necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, C-TPAT). The Supplier shall protect the deliveries and services provided to the Customer or provided to third parties designated by the Customer against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel for those deliveries and services and shall obligate any of its suppliers to take equivalent security measures.

17.3 In addition to other rights and remedies the Customer may have, the Customer may terminate the contract in case of breach of these obligations by the Supplier. However, provided that the Supplier's breach of contract is capable of remedy, the Customer's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by the Customer.

18. Product Conformity, Product Related Environmental Protection, Dangerous Goods, Occupational Health and Safety

18.1 Should the Supplier deliver products to which product related statutory and legal requirements apply in view of their further marketing in the European Economic Area or to which corresponding requirements apply regarding other countries notified by the Customer to the Supplier, then the Supplier must ensure compliance of the products with these requirements at the time of transfer of risk. Furthermore, the Supplier shall ensure that all documents and information which are necessary to provide the proof of conformity of products with the respective requirements can be furnished immediately to the Customer upon request.

18.2 Should the delivery contain goods set out in the so-called "List of Declarable Substances", (www.bomcheck.net/suppliers/restricted-
and-declarable-substances) applicable at the time of the order or which are subject to statutorily-imposed substance restrictions and/or information requirements (e.g. REACH, RoHS), the Supplier shall declare such substances and provide information as requested in the web database BOMCheck (www.bomcheck.net) no later than the date of first delivery. With respect to statutorily imposed substance restrictions the foregoing shall only apply with respect to laws applicable at the registered seat of the Supplier or the Customer or at the designated place of destination requested by the Customer.

18.3 Should the delivery contain goods which are classified as dangerous goods according to international regulations, the Supplier shall inform Customer hereof in a form agreed upon between the Supplier and the Customer, but in no case later than the date of order confirmation. The requirements concerning dangerous goods in sections 6.4 and 6.5 shall remain unaffected.

18.4 The Supplier is obliged to comply with all legal requirements regarding the health and safety of the personnel employed by the Supplier. It must ensure that the health and safety of its personnel as well as indirect sub-contractors employed to perform the deliveries and services are protected.

19. Cybersecurity

19.1 Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).

19.2 "Supplier Operations" means all assets, processes and systems (including information systems), data (including Customer data), personnel, and sites, used or processed by Supplier from time to time in the performance of this Agreement.

19.3 Should products or services contain software, firmware, or chipsets:

19.3.1 Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);

19.3.2 Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to Customer remedying vulnerabilities for the reasonable lifetime of the products and services;

19.3.3 Supplier shall provide to Customer a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up-to-date at the time of delivery to Customer;

19.3.4 Supplier shall grant to Customer the right, but Customer shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support Customer;

19.3.5 Supplier shall provide Customer a contact for all information security related issues (available during business hours).

19.4 Supplier shall promptly report to Customer all relevant information security incidents occurred or suspected and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent Customer is or is likely to be materially affected.

19.5 Supplier shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section 19.

19.6 Upon Customer's request, Supplier shall provide written evidence of its compliance with this section 19 including generally accepted audit reports (e.g. SSAE-16 SOC 2 Type II).

20. Export Control and Foreign Trade Data Regulations

-

20.1 For all products to be delivered and services to be provided according to this agreement, Supplier shall comply with all applicable export control, customs and foreign trade regulations ("**Foreign Trade Regulations**") and shall obtain all necessary export licenses, unless Customer or any party other than Supplier is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations.

20.2 In particular, Supplier represents and warrants that none of its products nor its services provided under this agreement contain products and/or services restricted for import under the Foreign Trade Regulations which, in any case, include the Council Regulations (EU) 833/2014, 692/2014, 2022/263 or 765/2006, each as amended, and import restrictions enforced by the U.S. Customs and Border Protection.

20.3 Supplier shall advise Customer in writing as early as possible but not later than two weeks after receipt of order any information and data required by Customer to comply with all Foreign Trade Regulations for the Products and Services applicable in the countries of export and import as well as re-export in case of resale. In any case, Supplier shall provide Customer for each product and service:

(i) the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the product is subject to the U.S. Export Administration Regulations; and

(ii) all applicable export list numbers; and

(iii) the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and

(iv) the country of origin (non-preferential origin); and,

(v) upon request of Customer: Supplier's declaration for preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers).

20.4 In case of any alterations to origin and/or characteristics of the products or services and/or to the applicable Foreign Trade Regulations Supplier shall update the Export Control and Foreign Trade Data as early as possible but not later than two weeks after receipt of order.

20.5 Supplier shall be liable for any expenses and/or damage incurred by Customer due to any breach of the obligations according to 20.1 to 20.3.

21. Reservation Clause

The Customer shall not be obligated to fulfill the contract if such fulfillment is prevented by any impediments arising out of national and international foreign trade or customs requirements or any embargos or other sanctions.

22. Mention as Reference Customer

Only upon the Customer's prior written approval, the Supplier shall mention the Customer as reference customer and/or make reference to products or services which the Supplier has developed for the Customer.

23. Dispute Settlement and Applicable Law

Spanish substantive law shall apply, excluding the provisions of the United Nations Law on the Sale of Goods of 11 April 1980.

The Court of jurisdiction shall be Madrid.

PROCEDURE for Penalties to Subcontractors for OHP breaches

Type of document: Specific Procedure.

Procedure for Penalties to SUBCONTRACTORS for OHP breaches

Document code	Revision	Total Number of pages
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SIEMENS ENERGY		
Prepared by Noelia Caldera Díez SCM	Reviewed by Celia Angulo González HHRR	Reviewed and approved by Elena Antón Martín SCM
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CHANGE CONTROL AND VERSION HISTORY

REV.	Date	Modified por…	Page	Description
0	10-01-2021	Noelia Caldera	New document	

1. INTRODUCTION

Work procedures are considered an essential part of the Occupational Hazards Prevention Plan implemented by Siemens Energy, also constituting a basic tool to guarantee adequate safety measures when carrying out the most dangerous and difficult processes or tasks.

These procedures constitute a documentary base in which to leave reflected in a sequential way, the actions to be carried out and the measures to be taken for the execution of the works to which they refer.

The purpose of this procedure is to avoid, through prevention, any potentially dangerous situation that could affect workers in the normal course of their work. To this end, both documentary aspects, procedures, protection measures and any aspect of human behavior likely to cause a dangerous situation will be verified and monitored.

2. PURPOSE

The purpose of this work procedure is to establish the penalties derived in the case of non-compliance with the obligations regarding the prevention of occupational risks that companies and self-employed workers hired by Siemens Energy must comply with to intervene in those jobs in which Siemens Energy is the main contractor or entrepreneur (hereinafter, the "Subcontractors").

Establish rules of action during interventions.

Ensure the correct coordination of business activities in compliance with the provisions of Royal Decree 171/2004, of January 30.

3. APLICATION SCOPE

This procedure applies to Subcontractors that have been contracted to provide their services in interventions where Siemens Energy operates in a subcontracting chain.

This procedure is applicable to all levels of subcontracting that exist in the service provision contract, and must ensure and guarantee compliance with the prevention standards established in the Safety Plan, Prevention Plan and / or Work Procedure.

4. OBLIGATIONS OF THE SUBCONTRACTORS

The Subcontractors are obliged to comply with all the obligations regarding the prevention of occupational risks, both those derived from current regulations, as well as those included in the work procedures of Siemens Energy, as well as those provided for in Royal Decree 171/2004, of January 30, on coordination of business activities.

In order to comply with the provisions of RD 171/2004 on coordination of business activities, each Subcontractor will designate an interlocutor with Siemens Energy who will be responsible for coordinating compliance with said regulations.

This coordination of business activities will be carried out through the e-management computer platform for the exchange of documentation.

The Subcontractors must ensure that all their personnel strictly comply with the security measures established in the health and safety plan, risk assessment specific to the activity, procedures and application annexes for the work to be carried out.

The Subcontractor will deliver all the documentation requested by the e-mana platform prior to the start of the works and will keep it updated throughout the intervention.

The Subcontractor will designate a preventive resource, when it is mandatory and will be present during the performance of the works.

5. NON-COMPLIANCE AND PENALTIES

Failure to comply with any of the obligations regarding the prevention of occupational hazards and the coordination of business activities by the Subcontractors, both at a documentary, operational or behavioral level by the workers of the Subcontractors, will result in the corresponding requirement and / or penalty, depending on the seriousness, severity and consequence of the fault that occurred.

Non-compliances or deviations in the prevention of occupational hazards detected by Siemens Energy will be notified to the Subcontractors following the format of "Written notification of safety deviations / Safety Notification for companies not belonging to Siemens Energy, including subcontractors" included in the "Procedure of action in the face of deviations and non-compliance in the area of Occupational Hazards Prevention". Once the non-compliance or deviation is notified, within 3 working days, the Subcontractor must inform Siemens Energy, in writing, of the corrective actions taken and, where appropriate, the measures implemented to avoid or mitigate the damage caused to the people or facilities. In the event that Siemens Energy considers that the measures adopted by the Subcontractor are insufficient, it will notify it in writing, the Subcontractor being obliged to adopt the proposed measures or other alternatives that offer the same level of security.

The breaches or deviations by the Subcontractors of the obligations regarding the prevention of occupational hazards will entitle Siemens Energy to terminate the contract without the right to the Subcontractors to receive any compensation. In addition to the termination of the contract, Siemens Energy may apply the following penalties:

NON-COMPLIANCE or DEVIATIONS	PENALTY
Deviations detected in the work provided they **do not result in a serious risk** to the physical integrity or health of the workers	Minimum € 500 Maximum 3% of the total amount of the purchase order and additional items
Deviations detected in the work provided that they **can lead to serious risks** to the physical integrity or health of the workers	Minimum € 1000 Maximum 6% of the total amount of the purchase order and additional items
Deviations detected in the work provided that they **can have very serious significance for the physical integrity** or health of the workers	Minimum € 2000 Maximum 12% of the total amount of the purchase order and additional items

List of Deviations:

1. **Deviations detected in the work provided they do not result in a serious risk to the physical integrity or health of the workers.**

- Inappropriate use or sporadic non-use of non-critical PPE (protective equipment), defined for each activity and that must be worn in the work area.
- Using inappropriate work clothes or not wearing them in the right way.
- Obstruct passageways due to abandonment or placement of objects. Lack of order and cleanliness, as well as deviations in the delimitation and signaling of the work area.
- Small oversights in the conservation of material; as well as, in the signaling and delimitation of stockpiles.
- Use of unauthorized chemical products or without the corresponding safety data sheet.
- Failure to attend training or informative actions related to Safety in maintenance, works or projects.
- Failure to report Near Miss or incidents suffered by both your own and the personnel in charge.
- Do not alert when observing a situation of slight risk.
- Other security breaches related to specific regulations in client facilities classified by the client as “mild”.

2. **Deviations detected in the work provided that they can lead to serious risks to the physical integrity or health of the workers.**

- Repetition of behaviors described in the previous block, despite having been warned.
- Failure to comply with any Safety Essential in the execution of the work that poses a slight or low probability risk of hazard to the safety and health of the workers.
- Failure to use the personal protective equipment established as critical for the development of the activity (class I and II PPE, for minor or intermediate risks).
- Assign jobs to personnel who do not have adequate training to carry out the activity.
- Do not carry out surveillance and supervision activities.
- Failure to implement corrective actions for the deficiencies identified.
- The abandonment of the job without just cause, when and as a consequence of the same, harm or damage will be caused to any worker or third party.
- Access the facilities with restricted access without express permission.
- Use of tools or equipment not suitable for the work.
- Carrying out work (at height, electrical, etc.) in weather conditions that clearly increase the level of risk without express authorization after the adoption of specific prevention measures, for each case and situation, previously agreed with the line and the PRL department.
- Refuse to carry the appropriate accreditations for special jobs or jobs that require authorizations.
- Use of equipment not revised in accordance with current regulations or specifications.
- Do not alert when observing a situation of serious risk.
- Reiteration in the refusal to attend training or informative actions related to Safety in maintenance, works or projects.
- Failure to repeatedly report Near misses or incidents suffered.
- Disobey any observation related to safety made by the Preventive Resource, Health and Safety Coordinator, Prevention Technician, a higher command.
- Other breaches of security related to specific regulations in client facilities classified by the client as "serious" or recidivism in those classified by the client as "slight".

3. **Deviations detected in the work provided that they can have very serious significance for the physical integrity or health of the workers. Serious breach of Safety Essentials.**

- Repetition of behaviors described in the previous block, despite having been warned.
- Breaches of current legal regulations, internal regulations or Safety Essentials that pose a very serious and imminent risk to the safety and health of workers.
- Access marked and / or delimited places without authorization
- Failure to obey the order to ***Stop work*** in the event of a serious or imminent risk situation.
- Negligence and / or recklessness in the performance of functions that entails risk of accident for himself/herself or other workers or third parties, or danger of damage to facilities.
- Carry out any work within the facilities or work areas without having the corresponding work permit.
- Inappropriate use or non-use of critical personal protective equipment (PPE that protects against serious or fatal risks), defined for each activity and that should be worn in the work area. (PPE class III, that is PPE for Protection for Work at Height, PPE for electrical hazards or high voltage, PPEs for protection against solid and liquid aerosols or against gases, as well as those required to carry out an emergency rescue).
- Do not alert when observing a situation of serious and imminent risk.
- The omission of relief in an emergency situation.
- Breach of action plans to correct deviations in Personal Safety issues.
- Non-compliance with specific work procedures related to work with particularly dangerous risks (those included in the Safety Essentials)
- Failure to report accidents suffered by the workers in charge, or very serious incidents.
- Disobeying observations regarding serious safety aspects made by the Preventive Resource, Health and Safety Coordinator, the Prevention Technician or a higher command.
- Other security breaches related to specific regulations in customer facilities classified by this as "very serious" or recidivism in those classified by it as "serious".

Siemens Energy may prohibit access to the work to those Subcontractor personnel who have been responsible for a breach of occupational hazards prevention, either by action, omission or by fault in monitoring.

In any case, the Subcontractors will be liable for the damages caused by the breach of their obligations regarding the prevention of occupational hazards.

In the event that Siemens Energy is imposed by the labor authority of any type of penalty for non-compliance by the Subcontractors, they must be held responsible and immediately pay Siemens Energy the same penalty, without prejudice to any other actions that correspond to Siemens Energy.

Likewise, failure to comply with the provisions of the legal provisions or procedures of Siemens Energy will mean that the supplier will no longer be automatically approved to carry out any work with Siemens Energy.

6. LEGAL REFERENCES

RD 604/2006, of May 19, which modifies RD 39/1997, of January 17, approving the RPS Law 31/1995 of November 18, on Occupational Hazards Prevention.

Law 54/2003 of December 12, on the reform of the regulatory framework for the Prevention of Occupational Hazards RD 39/1997, on the Regulation of Prevention Services

RD 171/2004, January 30, which develops article 24 of Law 31/1995, of November 8, on the Prevention of Occupational Hazards, regarding the coordination of business activities.

RD 604/2006, of May 19, which modifies RD 39/1997, of January 17, approving the RPS (Regulation of prevention services)

Royal Legislative Decree 2/2015, of October 23, which approves the Consolidated Text of the Workers' Statute Law.

Royal Legislative Decree 8/2015, of October 30, approving the revised text of the General Law of Social Security.

Law 23/2015, of July 21, Organizing the Labor and Social Security Inspection System.

R.D. 928/98 Regulation on Procedure for the Imposition of Penalties

R.D. 138/00 Regulations for the Organization and Operation of the Labor Inspection Ministerial Order of February 12, 1998

Legislative R.D 5/2000 on Infractions and Penalties in the Social Order

Any other official provision related to Occupational Health and Safety that may affect the type of activities to be carried out.

7. BREACHES AND PENALTIES OF THE CLIENT

The subcontractors must fully know and assume the content, terms and conditions of the obligations regarding the Prevention of Occupational Hazards of Siemens Energy customers, committing themselves to comply with each and every one of the requirements and responsibilities that correspond to them.

In the event that Siemens Energy is imposed any type of compensation, penalty or penalty for non-compliance by the subcontractors, they must be held responsible and immediately pay Siemens Energy the same compensation, penalty or penalty for non-compliance that Siemens Energy has had to pay to the Client, without prejudice to any other actions that correspond to Siemens Energy.

PROCEDURE FOR ACTION IN THE EVENT OF DEVIATIONS AND NON-COMPLIANCE REGARDING THE PREVENTION OF OCCUPATIONAL HAZARDS

Type of document: Specific Procedure. Procedure for action in the event of deviations and non-compliance regarding the prevention of occupational hazards		
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Prepared by Ana Isabel Pérez EHS	Reviewed Marta Espinosa HR	Reviewed & approved by Lourdes Moreno EHS
Ana Isabel Pérez Dorado SIEMENS energy Ronda de Europa, 5 28760 Tres Cantos Madrid Firmado digitalmente por Perez Dorado Ana Isabel DN: cn=Perez Dorado Ana Isabel, c=DE, o=Siemens, email=isabel.perez_dorado@siemens-energy.com Fecha: 2023.02.09 09:42:26 +01'00'	13171081Q MARTA ESPINOSA (R: A01484500) Firmado digitalmente por 13171081Q MARTA ESPINOSA (R: A01484500) Fecha: 2023.02.09 10:10:41 +01'00'	SIEMENS energy Ronda de Europa, 5 28760 Tres Cantos Madrid Firmado digitalmente por Moreno Martinez Lourdes DN: cn=Moreno Martinez Lourdes, c=DE, o=Siemens, email=lourdes.morenomartinez@siemens-energy.com Fecha: 2023.02.09 10:52:48 +01'00'
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CHANGE CONTROL AND VERSION HISTORY

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0	06/24/2021	Ana Pérez	New document	
1	09/02/2023	Ana Pérez	9	One very serious deviation added concerning alcohol and drugs

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Restringido @ Siemens Energy,2021

1. PURPOSE

Siemens Energy is committed to the proper management of the health, safety, and well-being of our employees, customers, and other stakeholders who may be affected by our business and operational activities.

The purpose of this procedure is to establish guidelines to identify situations in which deviations related to people's health and safety occur, as well as to specify the actions to be taken in these situations.

Deviations related to the safety and health of people are understood to be behaviors that may cause harm to people. Therefore, rigorous monitoring of them is essential and, if they occur, they must be immediately corrected by SIEMENS Energy staff and, especially, by the managers of our organization, regardless of whether they are carried out on a voluntary or involuntary basis.

When a person adopts unsafe behaviors, whether during their work in their own or someone else's facilities, they are not only putting their personal safety at risk, but also that of others and, additionally, they are putting into question the way of working of all SIEMENS personnel Energy.

All company personnel, regardless of their function, have an additional responsibility to make evident the behaviors associated with expectations in their daily work, serving as an example and reference, and to demand them from everyone who works for SIEMENS Energy.

2. SCOPE

All SIEMENS Energy personnel, both those who provide services in their own centers and those of others.

It also includes SIEMENS Energy workers from offices outside of Spain that are executing national projects.

Companies that carry out work in collaboration with SIEMENS Energy, including subcontractors, in which the coordination of business activities is required in accordance with the provisions of the Occupational Hazards Prevention Law.

3. REFERENCES

- SIEMENS Energy Zero Harm program
- Law on the Prevention of Occupational Hazards (law 31/95 of 11/8/95) and its amendments
- RD 171/2004, January 30, which develops article 24 of Law 31/1995, of November 8, on the Prevention of Occupational Hazards, regarding the coordination of business activities and their modifications.

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4. RESPONSABILITIES

All employees of SIEMENS ENERGY are obliged to comply with the principles and expectations of the Zero Harm Culture program (hereinafter ZHC) in their daily work and develop appropriate behaviors associated with the safety of people, serving as an example and reference, as well as to require them from everyone who works for SIEMENS ENERGY, correcting any non-compliance.

ZERO HARM CULTURE PRINCIPLES



It is possible to achieve the Zero Harm goal

Understanding and mitigating risks of hazard. Being aware of the way we act and the behaviors we encourage.



We do not make any concessions

Holding each other responsible for integrating our Zero Harm Behaviors and Safety Essentials in all operational phases, as well as in any decision-making and change management process.



We take care of each other

Promoting honest and timely conversations. Listening respectfully and learning, always including everyone who works.



We develop locally and share globally

Based on our Zero Harm Behaviors and / or Safety Essentials. Reflecting local risks and conditions. Being agile when it comes to sharing and learning from each other.

In addition to our principles, the driving force behind our Zero Harm culture is a series of Behaviors and Safety Essentials.

The Conducts establish ownership, responsibility and accountability at Siemens Energy, as well as a series of expectations for conduct that must be demonstrated by everyone in our company, regardless of the type of position, work activity or location.

ZERO HARM CULTURE BEHAVIORS

Demonstrated by everyone in our company, regardless of the type of position



The Safety Essentials refer to safety rules and behavior expectations that must be strictly followed as they are associated with particularly dangerous risks of hazard. Non-compliances or deviations related to these high-risk activities significantly increase the possibility of a serious or fatal accident.

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Since breaches of health and safety aspects pose an unacceptable risk within the organization's expectations, anyone is responsible for informing their line of command of any possible breach that they detect, being responsible for the stoppage of work in progress in case of imminent risk, taking into account the company's ***Stop Work*** policy.

At Siemens Energy, our highest priority is to promote a solid Zero Harm Culture in which injuries to people and adverse health effects are avoided and, therefore, there is no laxity when complying and demand compliance with behavioral expectations in everything that may affect them.

For this reason, managers must be absolutely demanding in the face of deviations related to people's safety, applying a zero-tolerance policy towards them.

In the event that these breaches are carried out by workers of third companies, the person responsible for Siemens Energy must inform the person responsible for the company that employs said worker and the company that coordinates or assumes responsibility. in terms of safety in said workplace, so that both adopt the corrective measures they deem appropriate to avoid damage to people and / or facilities, including expelling the non-compliant person from the workplace. Siemens Energy will demand to be informed of the measures adopted within 3 working days from the notification of the deviation.

5. NON-COMPLIANCE AND DEVIATIONS RELATED TO SAFETY AND HEALTH

In the area of Health and Safety, deviations related to people's safety are defined as undesirable behaviors and attitudes within the framework of the Zero Harm culture. Among them the following would be considered:

A table is included as Annex 1, not exhaustive or limiting, and there may be others, of behaviors that constitute a deviation related to the safety of people, in order to facilitate their identification, being able to be detected from the observations made during the execution of the works, as well as through the investigation of incidents and accidents.

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Deviations or breaches in the area of prevention of occupational hazards may also constitute a labor breach classified as a minor, serious or very serious offense in the collective agreement that is applicable to the worker who commits the offense. Thus, regardless of the corrective actions taken to avoid or mitigate damage to people or facilities, which do not constitute a sanction, the Company may decide to initiate a sanctioning procedure against the person who has committed the breach.

The sanctioning power within the organization is exercised through the Human Resources department, who will determine if the breach constitutes a minor, serious or very serious infraction in accordance with the applicable regulations.

Likewise, the Human Resources department and the line of command will decide, in application of current regulations, how, if applicable, said infringement should be sanctioned, in view of the concurrent circumstances (the nature of the act, the intentionality, the level of risk or damage caused, the background, etc.), which may determine a different sanctioning response for apparently similar events.

6. ACTIONS AGAINST NON-COMPLIANCE AND DEVIATIONS RELATED TO SAFETY AND HEALTH

When a deviation related to human safety is detected, an immediate response is essential. Otherwise, it would be reinforcing it, by conveying the message that this behavior has no consequence.

Therefore, a response that will be proportional and graded to the nature of the deviation or non-compliance detected is essential.

To provide a guide to guide the immediate actions to be taken, as well as subsequent actions, the table included in Annex 2 has been prepared.

In any case, HR will determine whether to open a sanctioning procedure and, together with the command line, the sanction to be imposed.

ANNEX 1 LIST OF DEVIATIONS

1. Deviations detected in the work provided they do not result in a serious risk of hazard to the physical integrity or health of the workers.

- Inappropriate use or sporadic non-use of non-critical PPE (protective equipment), defined for each activity and that must be worn in the work area.
- Using inappropriate work clothes or not wearing them in the right way.
- Obstruct passageways due to abandonment or placement of objects. Lack of order and cleanliness, as well as deviations in the delimitation and signaling of the work area.
- Small oversights in the conservation of material; as well as, in the signaling and delimitation of stockpiles.
- Use of unauthorized chemical products or without the corresponding safety data sheet.
- Failure to attend training or informative actions related to Safety in maintenance, works or projects.

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- Failure to report Near Miss or incidents suffered by both your own and the personnel in charge.
- Do not alert when observing a situation of slight risk.
- Other security breaches related to specific regulations in client facilities classified by the client as “minor”.

2. Deviations detected in the work provided that they can lead to serious risks to the physical integrity or health of the workers.

- Repetition of behaviors described in the previous block, despite having been warned.
- Failure to comply with any Safety Essential in the execution of the work that poses a slight or low probability risk to the safety and health of the workers.
- Failure to use the personal protective equipment established as critical for the development of the activity (class I and II PPE, for minor or intermediate risks).
- Assign jobs to personnel who do not have adequate training to carry out the activity.
- Do not carry out surveillance and supervision activities.
- Failure to implement corrective actions for the deficiencies identified.
- The abandonment of the job without just causes, when and as a consequence of it, harm or damage will be caused to any worker or third person.
- Access the facilities with restricted access without express permission.
- Use of tools or equipment not suitable for the work.
- Carrying out work (at height, electrical, etc.) in weather conditions that obviously increase the level of risk without express authorization after the adoption of specific prevention measures, for each case and situation, previously agreed with the line and the OHP department.
- Refuse to carry the appropriate accreditations for special jobs or jobs that require authorizations.
- Use of equipment not revised in accordance with current regulations or specifications.
- Do not alert when observing a situation of serious risk.
- Reiteration in the refusal to attend training or informative actions related to Safety in maintenance, works or projects.
- Failure to repeatedly report a Near miss or incidents suffered.
- Disobey any observation related to safety made by the Preventive Resource, Safety and Health Coordinator, Prevention Technician or a higher command.
- Other breaches of security related to specific regulations in client facilities classified by the client as "serious" or recidivism in those classified by the client as "minor".

3. Deviations detected in the work provided that they can have very serious significance for the physical integrity or health of the workers. Serious breach of Safety Essentials.

- Repetition of behaviors described in the previous block, despite having been warned.
- Breaches of current legal regulations, internal regulations or Safety Essentials that pose a very serious and imminent risk to the safety and health of workers.
- Access marked and / or delimited places without authorization.
- Failure to obey the order to stop work (***Stop work***) in the event of a serious or imminent risk situation.

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- Negligence and / or recklessness in the performance of functions that entails risk of accident for oneself or other people, or danger of damage to facilities.
- Carry out any work within the facilities or work areas without having the corresponding work permit.
- Inappropriate use or non-use of critical personal protective equipment (PPE that protects against serious or fatal risks), defined for each activity and that should be worn in the work area.
  (Class III PPE, that is, PPE for Protection for Work at Height, PPE for electrical or high voltage risks, PPE for protection against solid and liquid aerosols or against gases, as well as those required to carry out an emergency rescue.)
- Do not alert when observing a situation of serious and imminent risk.
- The omission of relief in an emergency situation.
- Breach of action plans to correct deviations in Personal Safety issues.
- Non-compliance with specific work procedures related to work with particularly dangerous risks (those included in the Safety Essentials)
- Do not report accidents suffered by the people in charge, or very serious incidents.
- R1: Consuming alcohol or drugs in the workplace, as well as going to work intoxicated or under the influence of any narcotic substance.
  observations regarding serious safety aspects made by the Preventive Resource, Health and Safety Coordinator, the Prevention Technician or a higher command.
- Other breaches of security related to specific regulations in customer facilities classified by the client as "very serious" or recidivism in those classified by the same as "serious".

The written record of the deviations corresponding to blocks 2 and 3, as well as the actions derived from these breaches, will be mandatory.

"Deviations detected in the work whenever they can lead to serious risks to the physical integrity or health of the workers" and "Deviations detected in the work whenever they can have very serious significance for the physical integrity or health of the workers. working people. Serious breach of Safety Essentials"

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ANNEX 2 CORRECTIVE ACTIONS

<table>
<tr><th>Deviation or non-compliance</th><th>Immediate action</th><th>Worker response</th><th>Subsequent performances</th></tr>
<tr><td rowspan="2">Deviations detected in the work provided they do not result in a serious risk to the physical integrity or health of the workers.</td><td rowspan="2">1.Immediate correction.

2 Explanation of non-compliance and possible consequences

3. Analyze the response of the worker</td><td>Positive</td><td>Not necessary.
If the worker is a repeat offender, it is treated as indicated in the following line.</td></tr>
<tr><td>Negative</td><td>1. Inform a hierarchical superior.

2. Inform OHP.

3. Written record of the deviation detected with a required signature (not mandatory).

4. Verification of the prevention and training plan for the worker.

5. Planning a training Refreshment.</td></tr>
</table>

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Deviation or non-compliance	Immediate action	Worker response	Subsequent performances
Deviations detected in the work provided that they can lead to serious risks to the physical integrity or health of the workers.	1.Immediate correction. 2.Explanation of non-compliance and possible consequences. (Written record of the deviation detected with required signature) 3. Analyze the response of the worker.	Actions are taken in both cases and the Positive / Negative response will be assessed.	1. Inform a hierarchical superior. 2. Inform OHP. 3. Inform HR to assess whether a labor offense has been incurred and whether to initiate the disciplinary procedure. 4. Written record of the deviation detected with a required signature. 5. Verification of the prevention and training plan of the worker. - Evaluate the position of the worker regarding prevention (preventive resource, supervisor, etc.) -If necessary, interruption of the worker's tasks and sending to OHP training. -Replacement in other tasks. 6. Dissemination of the event in the organization (LL).

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Deviation or non-compliance	Immediate action	Worker response	Subsequent performances
Deviations detected in the work provided that they can have very serious significance for the physical integrity or health of the workers. Serious breach of Safety Essentials.	1.Immediate correction. 2 Explanation of non-compliance and possible consequences (Written record of the deviation detected with required signature) 3. Assess stopping work. 4. Assess the expulsion of the worker from the workplace.	Actions are taken in both cases and the Positive / Negative response will be assessed.	1. Inform the line for the worker to leave the job. 2. Inform OHP of the event. 3. Inform HR to assess whether a labor offense has been incurred and whether to initiate the disciplinary procedure. 4. Written record of the deviation detected with a required signature. 5. Verification of the prevention and training plan of the worker. -Evaluate the position of the worker regarding prevention (preventive resource, supervisor, etc.) -Interruption of the worker's tasks and sending them to OHP training. 6. Assess the termination of the worker's presence in the facility, as well as their future incorporation into new jobs or exercising the same role (in relation to middle managers, team leaders, supervisors, etc.) 7. It is identified as a Relevant Incident and will be investigated. 8. It is reported to the Directorate and it is disseminated to the organization (LL).

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NOTE
* Response of the worker:

- ✓ The answer is positive when the person accepts the correction and expresses the commitment to avoid it in the future.

- ❖ The answer will be negative when the person does not assume the breach or the recommendations and explanations given, tries to justify his/her behavior and / or does not manifest intention to change.

  Also, if the person refuses to sign the record of the detected deviation provided for in Annex 2 and Annex 3.

ANNEX 3 CORRECTIVE ACTIONS FOR COMPANIES NOT BELONGING TO SIEMENS ENERGY, INCLUDING SUBCONTRACTORS

In the event of deviation or non-compliance with regard to occupational hazards prevention by non-Siemens Energy companies, including subcontractors, or by its staff, Siemens Energy will inform you of the deviation or non-compliance using the form provided in the Annex 5.2.

Once the non-compliance or deviation is notified, within 3 working days, the company must inform Siemens Energy, in writing, of the corrective actions taken and, where appropriate, the measures implemented to avoid or mitigate the damage caused to the people or facilities. In the event that Siemens Energy considers that the measures adopted by the company are insufficient, it will notify it in writing, the company being obliged to adopt the proposed measures or other alternatives that offer the same level of security.

Notwithstanding the foregoing, to deviations or breaches in the prevention of occupational hazards carried out by companies or self-employed workers hired by Siemens Energy, the consequences provided for in the SIE_PGRL-19_OHP Works Management procedure will apply. For this purpose, a copy of the notifications sent to these entities will be transferred to the purchasing department.

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ANNEX 4. ROLES AND RESPONSABILITIES

In general, non-compliance will be communicated to OHP and Project Manager by the person who detects the non-compliance once the immediate actions established in Annex 2 have been carried out.

responsible (r), executed (e), informed (i). * it can be delegated to a qualified person	Person who detects non-compliance	Person who breaches	Direct Responsible / Manager	HS	Project Manager	HR
IMMEDIATE ACTIONS						
1.Immediate correction.	r	i	r*	r+e*	r	i
2 Explanation of non-compliance and possible consequences			r*	r+e*		
4.Value stopping work	r,e	i	i	r,e	r,e	
5. Assess the expulsion of the worker from the workplace.	-	i	r,e	i	r,e (agreed with the Direct Manager)	i

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responsible (r), executed (e), informed (i). * it can be delegated to a qualified person	Person who detects non-compliance	Person who breaches	Direct Responsible / Manager	HS	Project Manager	HR
SUBSEQUENT ACTIONS						
Report incident to the line	i	i	i	r+e*	r+e*	-
Report incident to OHP	r+e	i	i	i	r+e	-
Communicate to HR	-	-	i	i	r+e*	i
Written deviation record	-	I	i	r+e*	r*	i
Worker Specific Prevention Plan / Risk Assessment check	-	-	-	r+e*	i	-
Training refresh planning	-	i	i	r+e*	i	-
Change of worker functions or termination of activity	-	i	r*	i	i	e
Investigation of the event	-	i	i	r+e*	r+e*	-
Dissemination to the organization	-	-	-	r+e*	r+e*	-

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ANNEX 5. DEVIATIONS AND NON-COMPLIANCE RECORDS FORMAT AND ACTIONS.

5.1 Template for the Written Record of Safety Deviation / Safety Notification for Siemens Energy workers.

5.2 Template for the written notification of safety deviations / Safety Notification for companies not belonging to Siemens Energy, including subcontractors.

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SAFETY DEVIATION RECORD ***SAFETY NOTIFICATION***		
Person who commits deviation/non-compliance		
Name, surname	Job position, Professional profile	
Person in charge of who commits diversion/non-compliance		
Name, surname	Job position, Professional profile	
Description of the event		
Date	Hour	Workplace, project
Events		
Signature registration		
Person in charge	**Person who commits deviation**	
This communication does **NOT** constitute a sanction and does not exclude the possibility of initiating a sanctioning process. The purpose is to record the deviation or non-compliance observed with respect to the health and safety measures and established behaviors, to remember the regulations in force in the Company and to reinforce their compliance.		

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SAFETY NOTIFICATION		
Person who commits deviation/non-compliance		
Name, surname	Job position, Professional profile	
Person in charge of the company that receives the notification		
Name, surname	Company information	
Contact telephone and email		
Description of the event		
Date	Hour	Workplace, project
Events		
Include a description of the events and identify the people who have starred in them		
Signature registration		
Person who commits deviation/non-compliance	**Person in charge of the company that receives the notification**	
Within 3 working days you must inform in writing, through the email address provided, about the corrective measures adopted to ensure that behaviors such as those described do not occur again and, where appropriate, those adopted to avoid or mitigate the harm done to people.		

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