EDP Group

General Conditions for the Purchase of Goods and Services

1. Scope, incorporation and application

1.1 These General Conditions apply to the purchase of Goods and/or Services by any EDP Group company (the "EDP Contracting Entity") whenever they are incorporated into or expressly referred to in the Contract.

1.2 Unless expressly agreed otherwise, these General Conditions do not apply to the purchase, sale, trading or balancing of electricity, gas, fuels, emissions allowances, certificates, commodities or other energy products.

1.3 These General Conditions are intended for use across the jurisdictions in which EDP Group companies operate and shall be interpreted and applied subject to Applicable Law and Mandatory Laws.

1.4 Publication of these General Conditions on an EDP website does not by itself create a Contract. The version applicable to a Contract is the version expressly identified in the Contract or, where no version is identified, the version in force when the Contract is formed. A later website update does not amend an existing Contract unless agreed by the parties or required by Mandatory Laws.

1.5 Each EDP Contracting Entity contracts in its own name and for its own account. No other EDP Group company assumes liability solely by reason of belonging to the EDP Group.

2. Definitions

2.1 "Anti-Financial Crime Laws" means any applicable laws and regulations relating to bribery, corruption, money laundering, terrorist financing, Sanctions and other financial crime applicable to the Supplier, the EDP Contracting Entity or the performance of the Contract.

2.2 "Applicable Law" means all laws, regulations, regulatory requirements, permits, binding codes and legally enforceable rules applicable to a party, the Contract, the Goods, the Services or their performance, including Mandatory Laws.

2.3 "Contract" means the agreement between the EDP Contracting Entity and the Supplier for the supply of Goods and/or Services, including these General Conditions and any Purchase Order, agreement or other document expressly incorporating or supplementing them.

2.4 "Control" means, in relation to an entity, the ability to exercise, directly or indirectly, a dominant influence over that entity, including without limitation, through: (a) holding a majority of its voting rights; (b) having the right to exercise a majority of its voting rights pursuant to an agreement with other shareholders or members; or (c) having the right to appoint or remove a majority of the members of its management or supervisory body. "Controlled" and "Controlling" shall be construed accordingly.

2.5 "EDP Group" means EDP, S.A. and any entity directly or indirectly Controlled by EDP, S.A. from time to time.

2.6 "EDP Contracting Entity" means the EDP Group company entering into the Contract with the Supplier.

2.7 "Goods" means goods, equipment, materials, software, documentation and other tangible or intangible items to be supplied under the Contract, including items reasonably necessary for their agreed use, where applicable.

2.8 "Mandatory Laws" means provisions of Applicable Law that apply to the Contract irrespective of any chosen governing law and that cannot lawfully be excluded, restricted or modified by agreement.

2.9 "Personal Data", "processing", "controller" and "processor" have the meanings given by Applicable Law relating to privacy and data protection.

2.10 "Purchase Order" or "PO" means a purchase order or equivalent procurement document issued by an EDP Contracting Entity.

2.11 "Services" means services, works and activities to be performed under the Contract, including ancillary activities reasonably necessary for their full performance.

2.12 "Sanctioning Authority" means:
(a) the United Nations Security Council;
(b) the European Union and its Member States;
(c) the United Kingdom;
(d) the United States of America; and
(e) any governmental institution or agency of the foregoing responsible for administering or enforcing Sanctions, including the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce and the U.S. Department of State.

2.13 "Sanctions" means any trade, economic or financial sanctions, embargoes or restrictive measures administered, enacted, imposed or enforced by a Sanctioning Authority.

2.14 "Sanctions List" means:
(a) the European Union Consolidated Financial Sanctions List;
(b) the United Nations Security Council Consolidated Sanctions List;
(c) the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control;
(d) the United Kingdom Consolidated List of Financial Sanctions Targets;
in each case as amended, supplemented or replaced from time to time.

2.15 "Sanctions Laws" means any applicable laws, regulations or legally binding requirements relating to economic, financial or trade sanctions, embargoes, export controls or other restrictive measures applicable to the Supplier, the EDP Contracting Entity or the Contract.

2.16 "Sanctioned Person" means any person or entity that: (a) is included on a Sanctions List; or (b) is otherwise subject to, or treated as subject to, Sanctions under applicable Sanctions Laws, including as a result of any applicable ownership or control rules.

2.17 "Supplier" means the person or entity identified as supplier, contractor or service provider in the Contract.

2.18 "Supplier Code of Conduct" means the EDP Group Supplier Code of Conduct, as amended from time to time and made available on EDP's website.

3. Contract formation and precedence

3.1 The Contract is formed in the manner stated in the relevant Purchase Order or agreement and, where no specific method is stated, by written or electronic acceptance or by the Supplier commencing performance, delivering Goods or performing Services in circumstances that objectively indicate acceptance.

3.2 Where the Contract comprises more than one document and those documents are inconsistent, the following order shall apply unless the Contract expressly states otherwise: (a) signed agreement or framework agreement; (b) expressly agreed particular terms or amendments; (c) Purchase Order; (d) scope, statement of work or technical specifications; and (e) these General Conditions.

3.3 Any terms contained in or referred to by a Supplier quotation, acknowledgement, invoice, delivery note, website, portal or other Supplier document are excluded and shall have no effect unless expressly accepted by the EDP Contracting Entity in writing.

3.4 Where a Contract is entered into under a framework agreement, the framework agreement shall prevail over these General Conditions to the extent of any inconsistency.

4. Purchase Orders and electronic contracting

4.1 A Purchase Order identifies the Goods and/or Services to be procured and the applicable commercial and administrative terms.

4.2 Unless otherwise stated in the Contract, the Supplier may accept a Purchase Order by written or electronic acceptance, or by commencing the relevant performance. The Supplier's acceptance does not incorporate any Supplier terms not expressly accepted by the EDP Contracting Entity.

4.3 The Supplier shall promptly notify the EDP Contracting Entity of any ambiguity, inconsistency or manifest error in a Purchase Order before performing the affected obligation. Such notice does not entitle the Supplier to impose additional terms or charges.

4.4 Electronic communications, electronic signatures, electronic procurement platforms and digital acceptance methods may be used to form and administer the Contract to the extent permitted by Applicable Law.

5. Scope and performance

5.1 The Supplier shall provide the Goods and Services in accordance with the Contract, Applicable Law, good industry practice and the standards reasonably expected from an experienced supplier in the relevant field.

5.2 The Supplier shall provide ancillary activities, documentation, licences, tests, training, manuals and other items reasonably necessary to achieve the agreed purpose, except to the extent expressly excluded by the Contract.

5.3 The Supplier shall promptly notify the EDP Contracting Entity of any circumstance likely to materially affect cost, quality, safety, compliance or timing and shall take reasonable measures to mitigate its effects.

6. General Supplier obligations

6.1 The Supplier shall:

a) comply with Applicable Law and obtain and maintain the permits, licences, authorisations and registrations necessary for performance;

b) provide and maintain the resources, competence and controls reasonably necessary for proper performance;

c) pay the taxes, social-security contributions, wages and other amounts for which it is responsible;

d) ensure that the Goods are free from undisclosed liens, security interests and third-party claims;

e) use EDP names, trademarks, logos and other distinctive signs only with prior authorisation and in accordance with EDP instructions;

f) maintain records reasonably necessary to demonstrate performance and compliance; and

g) cooperate reasonably with the EDP Contracting Entity in relation to compliance, quality, safety, regulatory matters and business continuity.

6.2 The Supplier remains responsible for the acts and omissions of its personnel, agents and subcontractors as if they were its own, subject to Mandatory Laws.

7. Integrity, ethics and anti-bribery

7.1 The Supplier shall perform the Contract in accordance with the highest standards of integrity, ethics and business conduct and shall comply with all applicable Anti-Financial Crime Laws.

7.2 The Supplier acknowledges the principles and commitments set out in the EDP Code of Ethics, the EDP Group Integrity Policy and the Supplier Code of Conduct and undertakes, in connection with the Contract, to conduct its activities consistently with the principles and requirements applicable to suppliers set out therein.

7.3 Without prejudice to Clause 7.2, the Supplier shall not, directly or indirectly, offer, promise, give, request, agree to receive or accept any bribe, improper payment, advantage or benefit in connection with the negotiation, award or performance of the Contract.

7.4 The Supplier shall maintain policies, procedures and controls appropriate to its activities and the risks associated with the Contract to prevent, identify and address bribery, corruption, money laundering, terrorist financing and other financial crime.

7.5 The Supplier shall promptly disclose to the EDP Contracting Entity any actual or potential conflict of interest in connection with the Contract and any material circumstance of which it becomes aware that may affect its compliance with this Clause.

7.6 The Supplier shall provide the information, documentation and reasonable cooperation, requested by the EDP Contracting Entity for the integrity screening, third-party due diligence, ongoing monitoring or assessment of compliance with this Clause, including information reasonably required in relation to the Supplier's ownership, beneficial ownership, management and persons involved in the performance of the Contract, subject to Applicable Law.

7.7 Any material breach of this Clause, the EDP Code of Ethics, the EDP Group Integrity Policy or the Supplier Code of Conduct in connection with the Contract shall be subject to the rights and remedies set out in Clause 25 - Termination, including, where applicable, suspension or termination of the Contract.

8. Sanctions

8.1 The Supplier shall comply with applicable Sanctions Laws relevant to the Contract and shall not perform the Contract in a manner that would cause the EDP Contracting Entity to breach such requirements.

8.2 The Supplier represents and warrants that, as at the date of the Contract and throughout its performance, neither the Supplier nor, to the Supplier's knowledge following reasonable screening, any person or entity materially involved in the performance of the Contract on its behalf is a Sanctioned Person.

8.3 The Supplier shall maintain policies and procedures reasonably designed to ensure compliance with applicable Sanctions Laws.

8.4 The Supplier shall promptly notify the EDP Contracting Entity if it becomes aware that:
(a) the Supplier or any person or entity referred to in Clause 8.2 has become a Sanctioned Person; or
(b) any circumstance has arisen that may result in a breach of this Clause or materially affect the legality of the performance or continued performance of the Contract.

8.5 The EDP Contracting Entity may suspend performance of the Contract, in whole or in part, to the extent that continued performance would result in, or would reasonably be expected to result in, a breach of applicable Sanctions Laws.

9. Sustainability, environment, human rights and Supplier Code

9.1 The Supplier shall comply with Applicable Law and the Supplier Code of Conduct in relation to environmental protection, human and labour rights, responsible sourcing and sustainability matters relevant to the Contract.

9.2 The Supplier shall maintain risk-based due diligence processes appropriate to the nature, scale and risks of its activities and relevant supply chain, including measures to identify, prevent, mitigate and remediate material adverse impacts covered by the Supplier Code of Conduct.

9.3 The Supplier shall provide information reasonably requested by the EDP Contracting Entity to assess compliance with this Clause and shall reasonably cooperate with audits, assessments and corrective or remediation plans required under the Contract or Supplier Code of Conduct.

9.4 The Supplier shall promptly notify the EDP Contracting Entity of any serious or material actual or suspected breach of the Supplier Code of Conduct affecting the Contract or relevant supply chain and shall take appropriate corrective or remediation measures.

9.5 Any serious or persistent breach of the Supplier Code of Conduct, or repeated unjustified refusal to cooperate with reasonable compliance or due-diligence requirements under this Clause, shall be subject to the rights and remedies set out in Clauses 24 (Changes and Suspension) and 25 (Termination), as applicable.

10. Personnel, labour and health & safety

10.1 The Supplier is responsible for recruiting, directing, supervising and remunerating its personnel and for complying with all employment, immigration, tax, social-security and occupational health and safety requirements applicable to them.

10.2 Nothing in the Contract creates an employment, agency, partnership or joint-venture relationship between the EDP Contracting Entity and the Supplier or the Supplier's personnel.

10.3 The Supplier shall ensure that personnel assigned to the Contract are suitably qualified, trained, competent and, where required, licensed or certified.

10.4 When performing activities at premises controlled by an EDP Group company or at another site for which EDP has safety responsibilities, the Supplier shall comply with site rules, Applicable Law and applicable EDP health and safety requirements and shall provide information reasonably required for coordination of occupational risks.

11. Information security and cybersecurity

11.1 The Supplier shall protect EDP information, systems and assets against unauthorised access, disclosure, alteration, loss, destruction and disruption and shall comply with information-security requirements expressly applicable to the Contract and Applicable Law.

11.2 The Supplier shall maintain risk-appropriate technical and organisational measures proportionate to the nature of the Contract and the information or systems accessed, including access control, vulnerability management, secure configuration, logging, incident response, resilience and secure disposal, as relevant.

11.3 The Supplier shall notify the EDP Contracting Entity without undue delay of any actual or reasonably suspected security incident materially affecting EDP information, systems, Personal Data or performance, and in any event within any shorter period required by the Contract or Applicable Law.

11.4 The Supplier shall preserve relevant evidence, take prompt containment and remediation measures, keep the EDP Contracting Entity appropriately informed and cooperate with investigation, recovery and regulatory obligations.

11.5 The Supplier shall not access EDP systems or information beyond what is necessary and expressly authorised for performance.

12. Personal Data

12.1 Each party shall comply with Applicable Law relating to privacy and the protection and processing of Personal Data in connection with the Contract.

12.2 Where each party acts as an independent controller for business-contact, contract-management or compliance data, each party is responsible for its own legal basis, transparency, security, retention and data-subject obligations.

12.3 Where the Supplier processes Personal Data on behalf of the EDP Contracting Entity, the Supplier shall process such data only on documented instructions, ensure confidentiality, implement appropriate security measures, assist with relevant data-subject and regulatory obligations, notify relevant breaches without undue delay, and delete or return Personal Data when the processing ends, subject to Mandatory Laws.

12.4 The Supplier shall not appoint a subprocessor or transfer Personal Data across borders except as permitted by the Contract and Applicable Law and subject to legally required safeguards.

12.5 Where Applicable Law requires additional processor terms, standard contractual clauses, data-transfer arrangements or a separate data-processing agreement, those requirements shall apply to the extent required by law.

13. Confidentiality

13.1 The Supplier shall keep confidential all non-public commercial, technical, operational, security, personal or other information obtained in connection with the Contract ("Confidential Information").

13.2 The Supplier may disclose Confidential Information only to personnel, professional advisers and permitted subcontractors who need it for performance and are bound by confidentiality obligations no less protective than those in this Clause, or where disclosure is required by Applicable Law.

13.3 Where disclosure is legally required, the Supplier shall, to the extent lawful, give advance notice to the EDP Contracting Entity and reasonably cooperate to limit the disclosure.

13.4 The Supplier shall not issue publicity, press releases, case studies, customer references or public statements identifying EDP or the Contract without prior written approval.

13.5 Unless a different period is stated in the Contract or required by Applicable Law, confidentiality obligations continue for five years after termination; obligations relating to trade secrets continue for as long as the information remains protected as a trade secret.

13.6 On request or termination, the Supplier shall return or securely destroy Confidential Information, except for copies required by Mandatory Laws or maintained in routine backups that are protected and not actively used.

14. Intellectual and industrial property

14.1 Each party retains ownership of intellectual and industrial property owned or developed independently of the Contract ("Background IP").

14.2 The Supplier warrants that it has all rights, licences and permissions necessary to perform the Contract and to enable the EDP Contracting Entity to use the Goods and Services for their intended purpose.

14.3 Unless otherwise agreed in the Contract, Intellectual Property Rights in deliverables specifically created for the EDP Contracting Entity in performance of the Contract shall vest in, or be transferred to, the EDP Contracting Entity at the earliest time permitted by Applicable Law. The Supplier shall execute, and procure the execution of, documents and acts reasonably necessary to give full effect to such ownership or transfer.

14.4 To the extent Supplier Background IP is embedded in or necessary to use the Goods, Services or created deliverables, the Supplier grants the EDP Contracting Entity and relevant EDP Group companies a perpetual, irrevocable, worldwide, transferable and sublicensable, royalty-free licence to use, reproduce, modify and maintain that Background IP to the extent necessary to obtain the benefit of the Contract.

14.5 The Supplier shall defend and indemnify the EDP Contracting Entity against third-party claims alleging that the Goods, Services or Supplier-provided materials infringe intellectual or industrial property rights, subject to Applicable Law and any expressly agreed procedural requirements.

15. Subcontracting and assignment

15.1 The Supplier shall not subcontract a material part of the Contract without prior written approval of the EDP Contracting Entity where approval is required by the Contract. Approval does not relieve the Supplier of responsibility for performance.

15.2 The Supplier shall ensure that subcontractors comply with obligations relevant to their activities, including applicable requirements concerning integrity, safety, confidentiality, data protection, cybersecurity, sustainability and audit.

15.3 The Supplier shall not assign, novate, transfer or charge the Contract or any material right under it without prior written consent, except to the extent Mandatory Laws provide otherwise.

15.4 To the extent permitted by Applicable Law, the EDP Contracting Entity may assign or transfer the Contract, in whole or in part, to another EDP Group company upon written notice to the Supplier, provided the transfer does not materially reduce the Supplier's accrued rights.

16. Quality, inspection, information and audit

16.1 The Supplier is responsible for the quality and conformity of the Goods and Services and shall maintain appropriate quality-control processes throughout performance.

16.2 The EDP Contracting Entity may, on reasonable notice and in a manner proportionate to the scope and risk of the Contract, inspect, test or audit the Goods, Services, relevant records and locations used for performance, directly or through an authorised auditor, where reasonably necessary to verify compliance.

16.3 Audits may address contractual, financial, quality, safety, environmental, information-security, privacy, integrity, sanctions, human-rights and regulatory requirements relevant to the Contract. The EDP Contracting Entity shall take reasonable steps to minimise unnecessary disruption and protect Supplier confidential information not relevant to the audit.

16.4 Inspection, testing, review, approval or failure to identify a defect does not relieve the Supplier of its obligations or liability.

16.5 Where an audit identifies a material non-conformity attributable to the Supplier, the Supplier shall promptly implement corrective actions and, where permitted by Applicable Law and expressly provided in the Contract, bear reasonable audit costs directly caused by the non-conformity.

17. Delivery and performance; provisions applicable to Goods

17.1 Delivery dates, completion dates and agreed milestones are binding. The Supplier shall promptly notify the EDP Contracting Entity of any actual or anticipated delay, its causes, expected duration and mitigation measures. Notice does not excuse delay.

17.2 Where the Contract includes Goods, the Supplier shall package, label, store, handle and transport them appropriately for their nature, destination and agreed method of delivery and in accordance with Applicable Law and the Contract.

17.3 Where the Contract includes Goods, delivery shall be made to the location identified in the Purchase Order or Contract and accompanied by documentation reasonably necessary to identify, receive, use, maintain and account for the Goods.

17.4 Where the Contract includes Goods, title shall pass as stated in the Contract or, if not stated, in accordance with Applicable Law; risk shall pass in accordance with the Contract or, where applicable, the agreed Incoterm. Any transfer of title before risk does not relieve the Supplier of responsibility for care, custody and insurance until risk passes.

17.5 Where Incoterms are specified, the edition expressly identified in the Contract shall apply.

18. Acceptance and non-conformity

18.1 Where the Contract provides for an acceptance procedure, Goods or Services shall be accepted only in accordance with that procedure. Unless expressly provided otherwise, delivery, receipt, use, payment, inspection or failure to inspect does not, by itself, constitute acceptance or a waiver of any right in respect of non-conformity.

18.2 If Goods or Services are non-conforming, the EDP Contracting Entity may, without prejudice to other rights, reject them, require repair, replacement, re-performance or completion, obtain a price reduction, or arrange corrective work at the Supplier's reasonable cost where the Supplier fails to remedy within an appropriate period or urgent action is reasonably required.

18.3 Nothing in this Clause limits rights relating to latent defects, fraud, warranty claims or other rights that by their nature survive delivery, use, payment or termination.

19. Prices, taxes, invoicing and payment

19.1 Prices and pricing principles shall be those stated in the Contract. Unless otherwise stated, prices include all costs necessary for full performance and exclude only transaction taxes that Applicable Law requires to be separately stated.

19.2 The Supplier is responsible for taxes, duties, charges and social contributions imposed on it or its personnel. The EDP Contracting Entity may make legally required deductions or withholdings and shall provide evidence where required by Applicable Law.

19.3 Invoices shall comply with Applicable Law and the invoicing requirements stated in the Contract, identify the relevant Purchase Order where applicable and contain information reasonably required for validation and payment.

19.4 Unless the Contract states otherwise, undisputed valid invoices are payable within sixty (60) days from receipt of a correct invoice, subject to any shorter mandatory payment period.

19.5 The EDP Contracting Entity may reject or return an incorrect, incomplete, duplicate or non-compliant invoice. The payment period for the affected amount begins when a compliant corrected invoice is received, to the extent permitted by Applicable Law.

19.6 The EDP Contracting Entity may withhold genuinely disputed amounts while paying undisputed amounts when due. Any right of set-off may be exercised to the extent permitted by Applicable Law and the Contract.

20. Warranties and conformity

20.1 The Supplier warrants that the Goods and Services shall conform to the Contract and Applicable Law, meet any expressly agreed specifications or purposes, and be supplied or performed with appropriate skill, care, diligence and competence having regard to their nature.

20.2 Any contractual warranty period or specific warranty obligations shall be as stated in the Contract. Nothing in this Clause limits any warranty, remedy or statutory protection that cannot lawfully be excluded or reduced under Applicable Law.

20.3 Where a contractual warranty applies, the Supplier shall, at its cost and within a reasonable period, correct defects by repair, replacement or re-performance to the extent required by the Contract or Applicable Law.

20.4 Warranty remedies are cumulative with other contractual and legal remedies unless the Contract or Mandatory Laws provide otherwise.

21. Insurance

21.1 The Supplier shall maintain, at its own cost, all insurance required by Applicable Law and any additional insurance expressly required by the Contract, having regard to the nature and risk of the Goods and Services.

21.2 On reasonable request, the Supplier shall provide evidence of required insurance and, where relevant, premium payment.

21.3 The Supplier shall promptly notify the EDP Contracting Entity of any material cancellation, non-renewal or reduction in required coverage that may materially affect performance.

21.4 Insurance does not limit the Supplier's liability unless the Contract expressly provides otherwise.

22. Liability and indemnities

22.1 Subject to any exclusions or limitations of liability expressly agreed in the Contract, each party shall be liable for any loss, damage, cost or expense suffered or incurred by the other party to the extent arising out of or in connection with its breach of the Contract, negligence, wilful misconduct or any other act or omission for which it is liable under Applicable Law.

22.2 The Supplier shall be responsible for the acts and omissions of its personnel, agents and subcontractors in connection with the performance of the Contract as if they were the acts and omissions of the Supplier.

22.3 The Supplier shall indemnify and hold harmless the EDP Contracting Entity from and against all third-party claims, liabilities, losses, damages, costs and expenses, including reasonable legal fees, to the extent arising out of or in connection with:

(a) death, personal injury or damage to tangible property caused by the negligence, wilful misconduct or breach of the Contract by the Supplier or its personnel, agents or subcontractors;

(b) any actual or alleged infringement of third-party intellectual or industrial property rights arising from the Goods, Services or any materials supplied by or on behalf of the Supplier; or

(c) any employment, tax or social-security liability relating to the Supplier or its personnel for which the Supplier is responsible under Applicable Law,

except to the extent that the relevant claim, liability, loss, damage, cost or expense is caused by the negligence, wilful misconduct or breach of the Contract by the EDP Contracting Entity.

22.4 Without prejudice to Clause 22.3, the Supplier shall be liable for any loss, damage, cost or expense suffered or incurred by the EDP Contracting Entity arising out of or in connection with a breach by the Supplier of its confidentiality, data-protection or information-security obligations under the Contract, subject to any exclusions or limitations of liability expressly agreed in the Contract and to Applicable Law.

22.5 Any exclusion, limitation or cap on liability shall apply only where expressly agreed in the Contract and to the extent permitted by Applicable Law. Nothing in these General Conditions shall exclude or limit any liability to the extent that such liability cannot lawfully be excluded or limited.

22.6 Unless otherwise expressly agreed in the Contract, neither party shall be liable to the other for:

(a) any indirect or consequential loss or damage; or

(b) any loss of profit, loss of revenue, loss of business, loss of production, loss of use, loss of anticipated savings, loss of opportunity or loss of goodwill,

in each case whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, and whether direct or indirect, except to the extent that such liability cannot lawfully be excluded.

22.7 The exclusions in Clause 22.6 shall not apply to liability arising from:

(a) fraud or wilful misconduct;

(b) infringement of intellectual or industrial property rights;

(c) breach of confidentiality, data-protection or information-security obligations;

(d) death or personal injury to the extent that such liability cannot lawfully be excluded or limited; or

(e) any liability arising under an indemnity expressly provided for in the Contract.

23. Force Majeure

23.1 A party is not liable for failure or delay to the extent caused by an event beyond its reasonable control that could not reasonably have been prevented, avoided or overcome and that qualifies for relief under Applicable Law or, where Applicable Law does not define the concept, under this Clause ("Force Majeure").

23.2 The affected party shall notify the other party promptly, describing the event, affected obligations, expected duration and mitigation measures, and shall use reasonable efforts to minimise the effects and resume performance.

23.3 Ordinary shortages of labour or materials, lack of funds, Supplier or subcontractor performance failures, or industrial disputes limited to the affected party's organisation do not constitute Force Majeure unless directly caused by an otherwise qualifying Force Majeure event and not reasonably avoidable.

23.4 If a Force Majeure event continues for such period that it substantially prevents the performance of a material part of the Contract, either party may terminate the affected part of the Contract by giving reasonable written notice to the other party, unless otherwise provided in the Contract and subject to Mandatory Laws.

24. Changes and suspension

24.1 No material change to scope, price, timing or other key commercial terms is effective unless agreed in writing by authorised representatives, unless the Contract provides another valid change-control process.

24.2 The EDP Contracting Entity may require reasonable changes within the general scope of the Contract. The Supplier shall promptly identify the demonstrable impact on price and timing before implementation, unless urgent safety, security or regulatory circumstances require immediate action.

24.3 The EDP Contracting Entity may suspend performance, in whole or in part, for safety, security, compliance, operational or other legitimate business reasons by written notice. The consequences of suspension shall be determined by the Contract and Applicable Law, taking account of the cause of suspension and reasonable mitigation.

25. Termination

25.1 The EDP Contracting Entity may terminate the Contract, in whole or in part, for material breach where the breach is incapable of remedy or, if capable of remedy, is not remedied within the period stated in a written notice.

25.2 To the extent permitted by Applicable Law, the EDP Contracting Entity may terminate the Contract with immediate effect where the Supplier: (a) commits fraud, bribery or a serious breach of Clause 7 (Integrity, Ethics and Anti-Bribery) or Clause 8 (Sanctions); (b) commits a serious or persistent breach of the Supplier Code of Conduct or other integrity requirement expressly applicable to the Contract; (c) is in circumstances where its continued performance of the Contract would result in, or would reasonably be expected to result in, a breach by the EDP Contracting Entity of applicable Sanctions Laws; (d) suffers insolvency or analogous proceedings; (e) repeatedly commits material breaches of the Contract; (f) commits a serious safety, environmental, confidentiality, privacy or cybersecurity breach; or (g) undergoes a change of control that materially increases contractual or compliance risk to the EDP Contracting Entity.

25.3 Any termination for convenience right shall apply only where expressly stated in the Contract or granted by Applicable Law.

25.4 On termination, the Supplier shall cease affected work as instructed, protect and deliver completed or paid-for work, return EDP property and information, provide reasonable transition assistance where required by the Contract, and submit a final accurate invoice.

25.5 Termination does not affect accrued rights. Clauses intended by their nature to survive termination, including confidentiality, intellectual property, data protection, liability, audit, governing law and dispute resolution, shall survive.

26. Penalties, service credits and liquidated damages

26.1 Any penalties, service credits or liquidated damages apply only where expressly stated in the Contract and only to the extent permitted and enforceable under Applicable Law.

26.2 Unless the Contract expressly states that a specified amount is an exclusive remedy, payment of a penalty, service credit or liquidated damages does not relieve the Supplier from its obligation to perform or from liability for other recoverable loss, subject to any prohibition on double recovery under Applicable Law.

27. Records, cooperation and regulatory requirements

27.1 The Supplier shall maintain records reasonably necessary to demonstrate performance and compliance for the period required by Applicable Law or the Contract.

27.2 The Supplier shall reasonably cooperate with the EDP Contracting Entity in responding to lawful requests from regulators, courts, auditors or competent authorities relating to the Contract, subject to confidentiality, legal privilege and Applicable Law.

27.3 Where the Contract concerns regulated, critical or essential activities, the Supplier shall comply with any additional resilience, continuity, reporting, access, step-in or exit requirements expressly stated in the Contract or required by Applicable Law.

28. Notices

28.1 Formal notices under the Contract shall be in writing and sent to the addresses or electronic contact details stated in the Contract or subsequently notified for that purpose.

28.2 A notice may be delivered by recognised courier, registered post, email or an agreed procurement platform, except where Mandatory Laws require a specific method for a particular notice.

28.3 Operational communications do not amend the Contract unless made by an authorised representative and in the form required for amendments.

29. Governing law and dispute resolution

29.1 The Contract shall be governed by the law expressly identified in the Contract. If the Contract does not identify a governing law, it shall be governed by the law of the jurisdiction in which the EDP Contracting Entity has its registered office, to the extent permitted by Applicable Law.

29.2 Disputes shall be resolved by the court or arbitration mechanism expressly identified in the Contract. If the Contract does not identify a mechanism, the courts having jurisdiction at the registered office of the EDP Contracting Entity shall have jurisdiction, subject to Mandatory Laws.

29.3 Nothing prevents either party from seeking urgent interim or protective relief from a competent court where legally available.

30. Mandatory local law

30.1 These General Conditions are intended to operate as a global EDP contractual baseline. Where any provision conflicts with a Mandatory Law that cannot lawfully be excluded or modified by agreement, the Mandatory Law prevails only to the minimum extent necessary to resolve the conflict.

30.2 Clause 30.1 does not, by itself, determine the governing law of the Contract or incorporate non-mandatory local law that would not otherwise apply.

30.3 Where a particular Contract requires additional or different terms because of Applicable Law, regulation, the nature of the Goods or Services, or the risk profile of the transaction, those terms shall be expressly stated in the Contract.

31. General provisions

31.1 If any provision is invalid, illegal or unenforceable, it shall be severed or modified to the minimum extent necessary, and the remaining provisions remain effective. Where lawful, the parties shall cooperate to replace the affected provision with a valid provision that most closely preserves its intended commercial effect.

31.2 A failure or delay in exercising a right is not a waiver. A waiver is effective only if made in writing by an authorised representative and applies only to the specific matter for which it is given.

31.3 Rights and remedies are cumulative unless the Contract expressly provides otherwise or Applicable Law requires exclusivity.

31.4 The Supplier acts as an independent contractor. No provision creates partnership, agency, fiduciary, employment or joint-venture status between the parties.

31.5 Headings are for convenience and do not affect interpretation. References to “including” mean “including without limitation”. References to writing include legally valid electronic communications.

32. Language and electronic execution

32.1 These General Conditions may be published in several languages. The language version identified in the Contract governs. If no language version is identified and the Contract is concluded in English, the English version governs to the extent permitted by Mandatory Laws.

32.2 The Contract may be executed and administered in counterparts and by electronic signature or other legally valid electronic means, to the extent permitted by Applicable Law.