

Acciona Wind Energy Pvt Ltd.  
 Murphy Rd Tower-A, 3<sup>a</sup> Fl. Millennia 1&2  
 560008 Bangalore, Ulsoor  
 Karnataka, India  
**TAX ID Nº:** 29AAFCA9045F1ZK

**Purchase Order Number:** 3102026851

**Quotation Number:**

**Document Date:** 04.08.2025

**Buyer:** TENDER 20 DOCUMENTS BPO

**Phone:**

**SAMABHAVANA**

**Address:** SECTOR 6 A4, THANE

**Postal Code:** 400708

**City:** NAVI MUMBAI

**Region:** Maharashtra

**Country:** India

**Vendor:** 10128621

**Tax ID Nº:** AACTS4135J

**Phone:** 022-35726529

**Fax:** N/A

**Email:** jasmir@samabhavanasociety.org **Web:**

Material Group	Account Assignment	Item	Reference	Short Text	Vendor Mat. Ref.	Quantity	Unit of measure	Net Price Per Unit	Disc. %	Total Price	Delivery Date
72154066	IN/2-0/1559/E.02.37	10		Mini Science lab - with 80 no's science lab modules	Mini Science lab	1	PAK (0,00)	546.000	0,00	546.000,00	11.08.2025
<b>TOTAL NET</b>										546.000,00 INR	

**Delivery Address**

Acciona Wind Energy Pvt Ltd. Thoranagatte Govt High school  
 Murphy Rd TW-A, 3<sup>a</sup> Fl. Millennia 1&2

**Postal Code:** 560008      **City:** Chitradurga  
**Region:**                      **Country:** India  
**Telephone:**

**Incoterms** 2020      DAP      Thoranagatte

**Freight**      FreightPrepaid

**Invoicing Address**

**Address:** Murphy Rd Tower-A, 3<sup>a</sup> Fl. Millennia 1&2

**Postal Code:** 560008      **City:** Bangalore  
**Region:** Karnataka      **Country:** India  
**Phone:** 080-41557100      **Fax:** 080-41557110  
**Contact:**

**Payment Terms**

30 days, National Transfer Payable fixed days 10th or 25th fixed days

**SPECIFICATIONS:**  
PR2101037381/Offer

Contact person:  
V S, Sumanta <svs@accion.com>

Note: the invoice must include the order number and the receipt number (which will be notified by the aforementioned contact)

For SAMABHAVANA  
Jasmin Thakur  
Secretary & E.O  
Samabhavana  
Secretary



## CLAUSES

1. If any model is not in working have operational issues, the Samabhavana (STEM) team should resolve them within three week after intimation. ( Maintenance & replacement of models will be done in the 1st year ) 2nd year only maintenance of MSC will be done.
2. Once the lab setup is complete, training must be provided to schoolteachers and share the training records for our internal purpose. ( 2 time training will be conducted in 1st year )
3. If any trained teachers leave the school or are transferred to another school, training must be provided to the new teachers by the Samabhavana (STEM) team within three weeks after intimation. (Training will be conducted for new teachers )
4. After the training is provided, a training feedback evaluation shall be carried out by the Samabhavana (STEM) team and share documents for our internal record purpose ( TTP Report will be shared ).
5. Every six months, a student learning progress assessment shall be carried out by the Samabhavana (STEM) team, and the report must be shared with Acciona. ( M&E Baseline & End line report will be shared )
6. Samabhavana The science lab 80 models that are aligned with the student's current syllabus, and confirmation must be obtained from the BEO.
7. Escalation matrix need to be add in agreement ( Mahesh – Corporate Partnership Manager SPOC – 9739737716 )
8. In case any models are damaged, they will be covered under the AMC for replacement. ( AMC will be done 1st year ) (2nd year only maintenance of MSC will be done)
9. Refresher training sessions for teachers. ( 1 Free TTP every year will be provided for suitability of the project )
10. Cluster-wise competition programs for students ( If students get selected for National STEM Challenge Program in Cluster round, they will be sent for zonal and then finale. )
11. List of 80 models will be there as per the annexure I (as attached in the mail)
12. Payment Terms: 50% after installation within 15 days of invoice receipt & balance 50% after 1st TTP within 30 days of invoice receipt
13. Delivery Terms: DAP at Site
14. All others terms and condition will be followed by the offer submitted on dated 25.06.2025

## STANDARD CONTRACT CONDITIONS INDIA

### 1. SUBJECTIVE SCOPE OF APPLICATION

These Standard Contract Conditions apply to all the Contracts entered into by the companies belonging to the Energy Division of the Acciona Group, either with other Group companies or third parties.

### 2. OBJECTIVE SCOPE OF APPLICATION

These Standard Conditions apply to purchase, supply, deposit, transport, leasing of goods, provision of works and provision of services contracts, as well as all other non-regulated agreements between the companies subject to the scope of application established in Condition 1, under applicable laws of India.

### 3. CONTRACT DOCUMENTS

The contractual relationships subject to these Standard Contract Conditions shall be governed by (i) the Contractual Offer, whatever its name (Order, Offer to Contract, Purchase Order, Order to Proceed etc....) duly signed by the Contractor, expressly accepted by the same, and (ii) the Specific Conditions, if agreed; and (iii) these Standard Contract Conditions in full or as applicable to the nature of the relevant Contract (jointly referred to as the "Contract").

In the event of a contradiction or difference in meaning between the provisions of these Standard Contract Conditions and the Specific Conditions, as the case may be, Specific Conditions shall prevail over Standard Conditions. In all cases, the Conditions must be accepted by the Contractor.

For the purpose of these Standard Conditions, capitalized terms not otherwise defined in the body of this Agreement shall have the meaning set forth below:

"Acciona Group" shall mean Acciona, S.A., and/or any or all of its subsidiaries and group companies (which includes the Contracting Party).

"Contracting Party" shall mean the company/entity forming part of the Acciona Group who has entered into the Contract with the Contractor.

"Contractor" shall mean the supplier and/or contractor and/or partner with whom the Contracting Party entered into the Contract.

#### 4. FINANCIAL REGIME

##### 4.1 PRICE

The price includes all the items identified in the Offer, excluding indirect taxes. However, the Offer must indicate the applicable indirect taxes separately.

##### 4.2 INVOICING

The Contractor shall issue an invoice for the goods delivered, works or services provided, in accordance with the agreed payment milestones or, in default thereof, a sole invoice in single transaction contracts and on a monthly basis in on-going performance contracts, with payment due on the lower of (i) (30 days as of the date of the invoice or, (ii) the maximum permitted statutory term.

The Contractor shall indicate the Goods and Services Tax (GST) quote and/or any other applicable indirect tax separately on the invoice, stating the type of tax applied.

Before issuing an invoice, the Contractor shall provide certification of the units of work completed with the relevant measures; or a pro forma invoice for the goods delivered or services rendered during the invoiced period, for approval by the Contracting Party, which shall provide an "Order Number" and "Receipt Number", accordingly.

To proceed with payment, the invoice must indicate the order number and receipt number provided by the Contracting Party for such purpose.

##### 4.3 PAYMENT

Payment shall be made by bank transfer ordered on the due date to the account indicated accordingly by the Contractor in the Supplier Registration Platform ("Supplier Bank Account"), who shall be responsible for all the fees, commission and withdrawals that may be applicable.

##### 4.4 DEFAULT INTEREST

In the event of a delay in payment of the amounts invoiced, the Contractor may require the Contracting Party to pay interest resulting from the application of the statutory default interest rate for the period of time from the due date for payment of the invoice until the effective date of payment.

##### 4.5 PRICE REVIEW

A review of the Contract price, be it periodical or not, shall only take place when expressly agreed in the Specific Conditions. In the event of a change in applicable laws, which mandates a price review, the same shall be levied only after express written agreement between the Parties.

#### 5. CONTRACT DURATION

The duration of the Contract shall be determined expressly by the Parties in the Specific Conditions. In the absence of agreement, on-going performance contracts shall have a duration of one year. Upon expiry of the initial term, the Contract shall be subject to successive extensions of one (1) year, provided neither party expresses its intention not to renew with at least two (2) months' notice prior to the expiry of the initial term or that of any extension.

#### 6. REGISTRATION IN ELECTRONIC PURCHASING PORTAL

Throughout the term of this Contract, the Contractor shall ensure that it is duly registered in the ACCIONA Energía Supplier Registration and Classification Platform.

The Contractor hereby accepts the account indicated in ACCIONA Energía Supplier Registration and Classification Platform as the legitimate bank account for payment, which shall prevail over any other indicated by any other means, including the invoice. All account changes shall be implemented through ACCIONA Energía Supplier Registration and Classification Platform.

The Contractor acknowledges and agrees that any delays associated with the Contractor's registration under ACCIONA Energía Supplier Registration and Classification Platform could cause delays in the Contracting Party's ability to process the Contractor's invoices in a timely manner hereunder.

The Contractor shall be solely responsible for the access and entry of data into the ACCIONA Energía Supplier Registration and Classification Platform, as well as for maintaining the necessary security systems to prevent unauthorised access and use thereof, pursuant to the provisions set forth in Standard Contract Condition 24.

The Contractor consents to the Contracting Party carrying out an audit to enable registration with the ACCIONA Energía Supplier Registration and Classification Platform, for which it shall also be responsible for payment.

##### 6.1 RELIANCE ON INSTRUCTIONS

Notwithstanding anything to the contrary contained in these Standard Conditions or elsewhere in the Contract, the Contractor agrees and acknowledges that:

- The Contracting Party may rely and act upon telephone, facsimile, email, or other electronically transmitted instructions from or purporting to be from the contractor (including from an authorised person of the Contractor) and which the Contracting Party believes in good faith to be genuine; and
- In the absence of gross negligence or wilful misconduct by the Contracting Party or any of its employees, the Contracting Party will not be responsible for, and excludes all

liability to the Contractor for, any loss, cost or expense that the Contractor may directly or indirectly incur or suffer arising from or in connection with a payment to the Supplier Bank Account or a payment made in accordance with, and in reliance upon, instructions as contemplated in the immediately preceding paragraph.

## 6.2 USE OF THE ACCIONA ENERGÍA SUPPLIER REGISTRATION AND CLASSIFICATION PLATFORM

Pursuant to the successful registration of the Contractor in the ACCIONA Energía Supplier Registration and Classification Platform, the Contractor agrees:

- That a payment by Contracting Party to the bank account as recorded in the ACCIONA Energía Supplier Registration and Classification Platform is a payment to your Supplier Bank Account for the purposes of this Contract;
- That the Contracting Party may rely on any instructions it receives through the ACCIONA Energía Supplier Registration and Classification Platform made using the login credentials associated with each designated user or contractor;
- To maintain appropriate, up to date and commercially reasonable security systems, procedures and controls to prevent and detect:
  - \* unauthorised access to the login credentials for the ACCIONA Energía Supplier Registration and Classification Platform associated with the Contractor;
  - \* unauthorised use of the login credentials by anyone who is not a designated user or an authorised person of the Contractor; and
  - \* losses due to fraud or unauthorised access to the ACCIONA Energía Supplier Registration and Classification Platform by anyone who is not a designated user or an authorised person of the Contractor;
- To otherwise keep any access codes, login credentials and verification procedures provided for use with Acciona Energy's ACCIONA Energía Supplier Registration and Classification Platform; and
- That it shall be responsible and liable for the acts and omissions of each designated user and authorised person of the Contractor in connection with the ACCIONA Energía Supplier Registration and Classification Platform, and it shall accept all liability for any unauthorised use of any login credentials associated with each designated user and authorised Person (other than any unauthorised use resulting from any negligent act or omission legally attributable to the Contracting Party).

## 7. PLACE OF DELIVERY OF GOODS AND/OR PROVIDING OF SERVICES

The place of delivery of goods or providing of works or services under the Contract shall be the place specifically stated in the Offer. Unless agreed otherwise, delivery of goods or provision of works or services shall take place on a business day and during working hours.

The Contracting Party, as the case may be, shall provide the Contractor with an area within the facilities for storage of all consumables, spare parts, tools and other equipment, if required by the Contractor to supply the goods or render the services or the works.

The Contracting Party shall enable access to its facilities to the Contractor personnel appointed to supply the goods or render the services or the works, when such delivery/services/works are required on site.

The working days and timetables to be observed by the Contractor's personnel appointed to perform the Contract shall be determined by the Contractor in accordance with applicable labour and collective bargaining regulations, however adjusted to the needs resulting from the operations and access to the facilities where the goods have to be delivered or the services or works have to be performed.

## 8. TERM

The term for the delivery of goods or providing of services or works subject to the Contract shall be the term specified in the Contractual Offer.

In the event of failure to comply with the term for reasons attributable to the Contractor, the Contracting Party shall be entitled to apply the penalties set forth in the Specific Conditions. In default thereof, delay liquidated damages of 0.5% of the price of the goods, services or works delayed per week, up to a maximum of 5% of the total price of the goods, services or works contracted.

## 9. ORGANIZATION OF MEANS REQUIRED TO PERFORM THE CONTRACT

The Contractor shall be responsible for all the material and human resources required to perform the Contract, notwithstanding those that must be contributed by the Contracting Party according to the Specific Conditions, as the case may be.

All machinery, tools, utensils, equipment and materials used to perform the Contract shall comply with safety regulations.

The Contractor shall not deliver goods nor use products to perform the Contract that do not comply with the regulations applicable in India and in the EU Market. The materials required to deliver the goods or provide the services or the works must be of top quality, inalterable and comply with applicable quality standard regulations. The Contractor shall have the necessary machinery, utensils and materials on site to deliver the goods perform the services or the works on time, with efficient maintenance and repair services.

In the case of works contracts on site, the Contractor shall be responsible for all the implementation installations: warehouses, workshops, offices, changing rooms, rest rooms, medical service, etc.

The Contractor shall provide the personal protective equipment (PPE) required to perform the Contract.

The Contractor undertakes to maintain the personnel belonging to its organisation and being assigned to the performance of services or works on its payroll as employees during the term of the Contract.

The Contracting Party receiving the services or the works reserves the right to request the Contractor to replace any employee assigned to perform the services or works contracted, in the event it considers that said employee does not have the required professional qualifications to correctly perform the services or works or whose conduct is inappropriate, in which case the Contractor shall be obliged to substitute the employee with another qualified and suitable employee.

The Contracting Party and the Contractor shall both appoint liaisons to act as the only representatives for communications purposes in all matters related to the providing of services or works and, therefore, it shall be the Contractor's liaison that gives the relevant instructions to its employees assigned to provide the services or works subject to the Contract.

The Contractor shall be fully in charge of the management and organisation of the personnel it assigns to perform the services and shall comply with all labour, Social Security and Health and Safety in the Workplace regulations. The Contracting Party may request from time to time the documentation that certifies such compliance. Failure to certify compliance with such obligations shall be deemed as grounds for termination of the contractual relationship and where required the Contracting Party may withhold the payments due from the Contracting Party to the Contractor, pending submission of required certifications or setoff such payment by making direct payments to the relevant governmental authority, personnel, or towards the Contractor's liability towards the Contracting Party, as may be applicable. The personnel shall report exclusively, for all effects and purposes, to the Contractor and shall be under its sole management, control and organisation. The Contractor warrants that it shall keep the Contracting Party completely harmless from any claim based on its employer obligations and fully assumes all liability with respect to Courts of Law, Public Administration and its employees.

In the performing of services or works, all third parties shall act as the Contractor and not as agents or representatives thereof.

## 10. ADDITIONAL HOURLY-BASED SERVICES

Additional Hourly-Based Services shall not be deemed included in the Contract without the prior written consent of the Contracting Party's authorised representative.

During the performance of Additional Hourly-Based Services, as the case may be, the Contractor shall provide the Contracting Party's authorised representative with a Report showing the hours worked, the materials used and the units of work or service involved. The items shall be reviewed by the Contracting Party's authorised representative and included in the certifications or formalities to be issued by the Contractor prior to the invoice, pursuant to Condition 4.2.

The hourly rates used for Additional Hourly-Based Services shall be invoiced according to the rates agreed by the Parties and set forth in the Specific Conditions. The prices of the materials shall be deemed as included in the rates, unless the Contracting Party and Contractor have expressly agreed otherwise and the Contracting Party's order states that the materials will be invoiced separately.

## 11. WARRANTIES

### 11.1 QUALITY WARRANTY

The Contractor warrants that the goods delivered and/or services provided and/or work performed under this Contract is/are free of non-visible or latent defects and/or hidden defects, according to technical engineering and other applicable regulations.

The Contractor shall be responsible for ensuring the remedy of the defects that appear during the services provided, work performed or delivery of goods as soon as possible, which shall be agreed with the Contracting Party. In the event the Contractor fails to repair the defects in the agreed time or refuses to do so, the Contracting Party reserves the right to repair said defects itself or using third party contractors, up to the maximum liability established in Standard Condition Twelve.

## 11.2 DOCUMENTATION WARRANTY

The Contractor warrants that all the documentation provided to the Contracting Party in accordance with the requirements of this Contract is correct and complete. The Contractor also warrants that all such documentation has been prepared in accordance with the codes and regulations pursuant to the Contract and applicable legislation, as well as all the required permits, licenses and authorisation, which shall be notified by the Contracting Party to the Contractor prior to the signing of the Contract.

In addition, the Contractor warrants that it shall keep the Contracting Party harmless from all infringements of the Intellectual or Industrial Property rights belonging to third parties.

The warranties included in this Standard Contract Condition shall only include the defects attributable to the Contractor (including its employees, suppliers, subcontractors and associates acting directly or indirectly to perform this Contract) and not the defective goods, work or services resulting from natural wear and tear or the passing of time and normal use, misuse or activity of third parties other than the Contractor, without its written permission, or mistaken operations or those performed contrary to the Contractor's operating manuals, or the defects in equipment, elements or systems supplied by third parties.

The quality and documentation warranties granted under this Standard Contract Condition shall remain in force for a term of two (2) years as of the date the Provisional Acceptance Certificate is signed. If, upon expiry of such term, there are claims pending by the Contracting Party in relation to the warranties granted hereunder that have not been fulfilled to its satisfaction and prevent signing of the Final Acceptance Certificate, the warranty term shall be extended until the claims have been satisfactorily resolved and the Final Acceptance Certificate signed.

## 12. LIABILITY

Contractors shall be liable for all damages caused during the performance of their obligations, or as a result thereof and the Contracting Party shall be kept completely harmless, both in the event the Contracting Party or a third party is the damaged party.

The Contractor warrants that it shall keep the Contracting Party harmless from all possible claims that may be filed against the Contracting Party by the Contractor's employees, subcontractors or suppliers. In the event of legal action taken against the Contracting Party for direct or vicarious liability, the Contractor shall be liable not only for the compensation of damages payable, but also for the court costs. Similarly, the Contractor warrants that it shall keep the Contracting Party harmless against any penalty proceedings that may be initiated for an administrative infringement or in any judicial proceedings before a court of law resulting from acts performed under this Contract. The Contractor shall therefore be liable for all the damages incurred by the Contracting Party as a result or consequence of said administrative or judicial proceedings.

The Contractor shall also be liable for all the damages caused in providing services or works or as a result or consequence thereof and shall keep the Contracting Party harmless both in the case the damaged party is the Contracting Party or a third party.

These provisions shall also be applicable to the delivery of goods.

## 13. FORCE MAJEURE

Force majeure shall be deemed as any unforeseen event or, even if foreseen, an event that cannot be prevented and therefore makes the compliance by either of the parties with their obligations extremely difficult or impossible.

The term delivering the goods or for providing the services or the works shall be extended for the same number of effective days of the force majeure and its consequences, without said extension being considered as a delay in performance and therefore no penalty whatsoever shall be applicable.

No liability for breach of contract may be claimed when the cause is due to Force Majeure as defined in the Contract.

## 14. INSURANCE

Notwithstanding the liability of the parties established in the Contract, the Contractor shall take out and maintain the following insurance policies for the term of the Contract:

- Third Party Liability (general, employer, cross, product and post-work liability), up to a limit per claim of INR 150,00,000/- (Rupees One Crores Fifty Lakhs only), with a sublimit of INR 25,00,000/- (Rupees Twenty Five Lakhs only) per victim admitted under an employer liability claim.
- Environmental risk insurance, environmental performance bond, environmental pollution, impairment, and clean-up liability insurance, or any other similar insurance policy, if applicable, inherent to the activity to be carried out, covering the intensity and extent of the damage that the activity could cause, in accordance with the provisions of the applicable Indian law.
- All other insurance that may be legally required during the term of the Contract.

The Contractor shall maintain the relevant policies in force for the term of the Contract and certify the fact whenever so requested by the Contracting Party.

All insurance policies shall be taken out with reputable companies.

The policies must be taken out with the coverage, franchises and other market conditions in the relevant sector.

Each party shall take out and maintain the insurance policies required under applicable law and best professional practice, as well as those required specifically according to the Offer signed as accepted.

## 15. TAX OBLIGATIONS

The Contractor undertakes to timely comply with its tax obligations with regard to payments and withholdings from employees, professionals and other entrepreneurs for the goods delivered, the work performed or the services provided that are subject to this Contract. At the request of the Contracting Party, the Contractor shall obtain and submit the specific clearance statement certifying that it has complied with all its tax obligations, issued for such purpose by the Tax Authorities in accordance with the provisions set forth under the relevant Indian taxation laws.

In the event that the Contracting Party is required under applicable laws to make any deduction of withholding tax in relation to amounts that are payable to the Contractor, the Contracting Party shall act as the withholding agent with respect to such amount, and shall be entitled to deduct the amount of such withholding taxes from the sums payable hereunder and shall deposit the same with the jurisdictional governmental authority within the prescribed time period. The Contracting Party retains the rights to obtain advance tax rulings from relevant tax authorities during the course of this Agreement and apply the same.

## 16. INTELLECTUAL PROPERTY

The Contractor warrants that it shall keep the Contracting Party harmless against all claims by third parties as a result of a breach of industrial or intellectual property rights. The Intellectual Property Rights to the developments or results obtained due to, or as a consequence of the performance of the Contract shall belong entirely to the Contracting Party, unless expressly established otherwise in the Specific Conditions. In the event the Contractor expressly reserves the ownership of the Intellectual Property rights, the Contractor shall grant a licence to the Contracting Party to freely use such rights free of charge.

## 17. ASSIGNMENT AND SUBCONTRACTING

No party may assign its contractual position to a third party without the express written authorisation of the other party, and the assignment of rights to payment is likewise prohibited. Exceptions are the assignment by Contracting Party to investee companies or any company forming part of the Acciona Group.

The Contractor shall not subcontract any part of the work or the delivery of Contract goods, without the prior, express and written authorisation of the Contracting Party through an attorney. If any subcontracting is authorised, the Contractor shall be jointly and severally liable for the actions carried out by the subcontractor(s).

In the event that the provision of the services renders it necessary for the Contractor's personnel to render those within Contracting Party's premises, said personnel shall work for and under the Contractor's authority, who assumes all the obligations and responsibilities to which they are entitled and, in particular, the payment of salaries, indemnities, penalties, provident fund contributions, gratuity contributions and other social security contributions and all those deriving from the tax system, the labour system, the general social security system and occupational risk prevention regulations, with express indemnity for the Contracting Party.

In the event that subcontracting is accepted by the Contracting Party, the Contractor and its subcontractors undertake to exercise control and supervision of their supply chain up to the level of subcontracting permitted in each country, and to this end they will have, as far as possible, the necessary tools for such control so that the entire supply chain complies, in addition to what is already set out in this clause, with international standards in the area of human, labour and social rights, with express indemnity for the Contracting Party.

## 18. INFORMATION SECURITY

The Contractor declares that it can demonstrate having sufficient resources, as well as the necessary technical and organisational measures to guarantee a level of security in its communications networks and information systems that guarantee the availability, integrity and confidentiality of the Contracting Party's and the Acciona Group's information. It must have an information security management system certified or aligned with any of the standards in force in this area at any given time.

## 19. TERMINATION

This Contract shall terminate in the cases set forth in applicable legislation and, in particular, in the following:

- Termination of the legal personality of either party.
- Expiry of the agreed term, including all extensions thereof, as the case may be.
- Impossibility to comply with the purpose of the Contract, due to unforeseen circumstances.
- Termination at the request of either party, in the cases set forth in applicable law and, especially, in the following:
  - \* Delay in payment of the price established in the Contract as consideration for more than sixty (60) consecutive days as of the due date of payment.
  - \* Force majeure beyond the control of both parties that makes it impossible for either Party to fulfil its contractual obligations.
  - \* When the maximum limit of penalties is reached for breach of occupational risk obligations.
  - \* Breach of any legal obligation or forfeiting of the administrative permission and/or authorisation that is mandatory in order to perform the activity subject to the Contract.
  - \* Any other breach by either party of its obligations undertaken in this Contract.

Breach of contract shall not be grounds for invoking termination by the party to which said breach is attributable.

The Parties shall notify each other in writing of the termination of the Contract for causes attributable to the other Party, expressly stating the cause in the notification and without the need for any other prior notification. The date of said notification shall be considered as the date of termination of the Contract for all effects and purposes.

## 20. SEVERABILITY

In the event any of the provisions of this Contract are declared null and void or subsequently invalidated by a Court of Law or arbitral award, the annulment or invalidity shall not affect the other provisions, which shall be considered valid and enforceable and remain in force.

The Parties agree to replace any provision deemed null and void or invalid with another that is valid and enforceable, according to the principles of maximum reciprocity and good faith.

## 21. PERSONAL DATA PROTECTION

The Parties undertake to comply with all the applicable legal provisions contained in. Information Technology Act, 2000 and the rules framed thereunder including, Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011. In particular, both Parties undertake not to use the personal data obtained from the other Party or to which it has had access for any purpose other than those set forth in the Contract, nor to disclose it to others, even for the purposes of preservation. For this purpose, the applicable regulations shall be taken in accordance with the law to which the Contract is subject and the one applicable to each Party by reason of its nationality.

Furthermore, pursuant to applicable laws, the Parties undertake to ensure the security of the personal data to which they have access as a result of their relationship, avoiding its alteration, loss or unauthorised processing or access.

The signatories and contact persons appointed for the purpose of notices in this Contract are hereby

notified that their personal information shall be processed for use in relation to the performance and enforcement of this Contract and the management and filing of the relevant documentation.

The legal basis for the processing of data and keeping a record of past commercial relations and legitimate interest shall be the performance and enforcement of this Contract and the delivery of all relevant documentation.

The data may be assigned to the bank entities through which payments are managed and to State or Local Administration bodies, as the case may be, as well as to companies belonging to the Acciona group for such purpose, in order to correctly manage the Contract. All assignees shall be obliged to observe the legal provisions contained in these regulations.

Personal data shall be kept for the duration of the contractual relationship and/or until the statute of limitation period has expired or their elimination has been requested in accordance with applicable regulations. At any time, the Parties may exercise their rights of access, rectification, cancellation and opposition in relation to their personal data, by means of written notification addressed to the Acciona Personal Data Protection Department, at Avenida de la Gran Vía de Hortaleza, 3, 28033 Madrid or by electronic mail to the address: [protecciondedatosenergia@accion.com](mailto:protecciondedatosenergia@accion.com)

The notification must include the name and surnames, the petition, address for the purposes of notices, date, signature and a photocopy of the person's National Identity Card or other valid identification document. They may also exercise their right to file a claim with the controlling body, the Spanish Data Protection Agency at [www.aepd.es](http://www.aepd.es)

## 22. CONFIDENTIALITY

All the information to which the parties have access as a result of their Contractual relationship, including the existence and content of the Standard Contract Conditions, shall be deemed as confidential information, with the exception of information that is of public domain and shall not be disclosed to third parties or directly or indirectly used for purposes other than those set forth in the Contract.

The disclosure of confidential information by either Party to its employees shall only take place when strictly necessary to provide services and, in all cases, said employees shall guarantee compliance with the Confidentiality obligation.

The Confidentiality Obligation shall not apply to Information that: (i) after being disclosed, is accessible by third parties, provided the recipient has not breached a confidentiality obligation, or (ii) is legally possessed by the recipient prior to disclosure and not directly or indirectly acquired from the disclosing party or any of its Subsidiaries, or (iii) has been obtained by the receiving party or received legally from a third party that, in turn, acquired it legally and is not subject to a confidentiality obligation with the disclosing party or any of its Subsidiaries.

If Confidential Information must be disclosed in accordance with a legal mandate, including an order pursuant to a regulation of a securities market in which the shares of the receiving party (or of any of its Subsidiaries) are traded or negotiated, or in compliance with an order by a tribunal, court or administrative authority with sufficient power, the disclosure shall be limited to what is strictly necessary to comply with the legal obligation or administrative order. The disclosure shall be notified to the party owning the Confidential Information and to the other receiving or disclosing party.

The confidentiality obligation shall remain in force for the entire term in which the services are provided and indefinitely after the Contract has terminated.

## 23. DATA SECURITY

The Parties shall be obliged to have and to prove they have the necessary resources and sufficient means, as well as the technical and organisational means necessary to guarantee a level of data security in their communications networks and information systems that guarantees the availability, integrity and confidentiality of the information. The parties shall have a certified data security management system or one that is aligned with any of the standard systems in force from time to time, which must implement regulations and suitable technical controls that ensure at least the following:

- (i) measures for the encrypting of information and communications;
- (ii) mechanisms to control access, audit access and segregation in order to ensure that the Contractor's data is only accessible to interested parties to perform their functions, providing effective control of access and segregation of clients and adequate management of the life cycle of identities.
- (iii) a training program on the management of data risks and security that enables employees to be able to act correctly in any situation during the provision of the services;
- (iv) the performance of monitoring and detection tasks for the early detection of possible breaches of security of the communications systems and networks that process the Contractor's information and establish a procedure for immediate notification to the Contractor for such purpose, ensuring Contractor access to all the information necessary to investigate the incident (logs and tracing), the custody of which must be ensured for at least 30 days;
- (v) regular back-up copies of the data relating to the provision of services;
- (vi) Implementing of suitable perimetral security measures for the protection of data related to the contracted services;
- (vii) control of all authorised persons with access to the Contractor's information and the appointing of a sole person in charge of ensuring compliance, and
- (viii) a data security officer who acts as a liaison in data security matters with the security management of the Contract.

## 24. BANK INFORMATION

The Parties agree that all the data sent by the Contractor to the Contracting Party relating to bank information, including but not limited to information on current accounts, payment instruments and systems for charging the services subject to the Contract (the "Bank Information"), shall be carried out as follows:

- (i) The Contractor shall only send Bank Information to the Contracting Party through the Supplier Registration and Classification platform.
- (ii) The Contractor shall include certification of ownership of the bank account issued by the relevant financial entity that is signed, preferably by digital signature, by the entity's authorized or legal representative. In default thereof, the Contractor shall include a "PDF" file that is signed, preferably by digital signature, by the Contractor's authorized or legal representative certifying the Bank Information.

The parties agree that all Bank Information sent by the Contractor that fails to fully comply with the above procedure shall be deemed as not sent and have no contractual effect whatsoever. The parties agree that the Contracting Party shall be under no obligation to verify, nor shall be responsible for verifying the identity of the signatories, nor for any damages caused in the event the Contractor sends any type of Bank Information that is not in full compliance with this Condition 25.

## 25. AUDITS

All Contractors shall allow and facilitate the Contracting Party to perform inspections and audits with the aim of verifying compliance with all the regulations in force and the aforementioned requirements. For such purposes, they shall provide the Contracting Party with all the necessary information to perform the Audit in the previously agreed period of time and, whenever necessary, facilitate access to the communications systems and networks that manage the Contracting Party's data.

The Contractor undertakes to implement all the measures necessary to mitigate the security risks identified by Acciona in the terms it determines, according to the critical nature of the risk detected.

## 26. PREVENTION OF CONTRABAND

The Parties expressly agree to comply with the measures of prevention and mitigation of risks associated to contraband established in Schedule A01\_GAE06008 "Document for suppliers on the prevention, identification and mitigation of logistic risks".

## 27. NOTICES

All notices relating to this Contract shall be in writing and in the Spanish language and sent by certified fax to the Parties' respective corporate addresses, or by electronic mail (e-mail) to the addresses of the employees designated in writing by each party.

All certified notices received on a non-working day shall be understood as received on the following working day.

All changes in notice details shall be notified in writing using any of the means established in the preceding paragraph of this Standard Contract Condition.

## 28. GOVERNING LAW AND DISPUTE RESOLUTION

This Contract is of a commercial nature and shall be governed by its own provisions and, in default, by the laws of India.

The Parties undertake to act in compliance with this Contract under the principle of contractual good faith and good commercial practice and to negotiate all solutions by mutual agreement, as well as to resolve all the disputes that may arise in relation to the validity, interpretation, performance or termination of this Contract, according to the principles of contractual good faith and equity.

In the event it is impossible to reach a negotiated solution to a dispute, the Parties agree to submit all litigation that may arise in relation to the validity, interpretation, performance and termination of this Contract to the territorial jurisdiction of the Courts and Tribunals of the City of Bangalore and hereby waive any other jurisdiction to which they may be entitled, unless required by law.

## ANNEXES

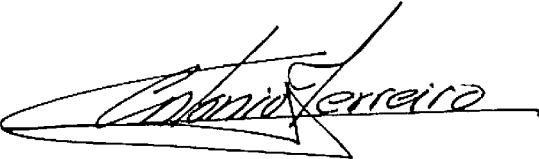
### ANNEXES ACCORDING TO THEIR PREVALENCE

Annex 1. General Conditions of Acciona Energy.

Annex 2. Technical Specifications.

Annex 3. Technical Offer.

Annex 4. List of 80 Exhibits Mini Science modules

	Acknowledgement and acceptance of the order	Date:
Signed:  ANTONIO FERREIRO		Signature and Seal SAMABHAVANA
Signed:  LUIS IGNACIO ESCARTIN MARTINEZ		