

# GENERAL CONDITIONS

## I EXECUTION OF THE CONTRACT

### 1.- GENERAL REGULATIONS

- 1.1 Suppliers should be registered in Economic Activities and likewise be up-to-date with the payment of quotas and other debts to the Social Security, as well as having their employees registered in the corresponding Social Security plan, during the validity of the contract. In the case of not complying with any of these obligations, EJIE reserves the right to resolve the contracts it has in force with the contracted company.
- 1.2 The works carried out in any of their phases are the property of EJIE and consequently, this latter, can reclaim at any moment the delivery of part of the services as long as these are compatible with the definite programme of elaboration and do not affect the correct development of the work.
- 1.3 All the works carried out for the good end of this contract will be confidential, with the contracted company not being able to use any data or information of the contracted works for itself or to provide to any third parties without written authorisation from EJIE, therefore being obliged to take all the necessary measures in its reach to maintain the confidential and reserved character of both the information and documentation received from EJIE, as well as the results obtained from the work done.
- 1.4 EJIE will be exempt from any reclamation that can arise from third parties, of the property or any preferential right or over the computer works sold by the contracted or for breaching of any intellectual or industrial property rights over the mentioned works.
- 1.5 The proposal accepted by EJIE will be considered as the maximum proposal for carrying out the contracted works. In the case that the supplying company considers that there may be causes attributable to EJIE from which a price revision can be derived, it will notify this fact in writing to the company Management, who will be authorised to make the mentioned revision.
- 1.6 The contracted company will issue periodical reports of the contracted services. This document will indicate the progress reached in regard of the agreed objectives, as well as the possible delays, the analysis of its causes and agreed corrective measures.
- 1.7 Initially, transfers or subcontracts are prohibited and in the case that EJIE authorises them, it will be in writing, after receiving the form existing to that effect in [www.ejie.eus](http://www.ejie.eus), being able to demand any document, report, data or guarantees of the eventual subcontractor or concessionaire before carrying out the operation. The duly authorised subcontracting or concessionaire company will be subrogated to all of the obligations and rights of the main subcontractor, in that referring to the granted or subcontracted contract. The initial contracted company will guarantee before EJIE, except agreement otherwise, the complete fulfilment of the obligations it assumed pursuant to the awarding, although these have been transferred or subcontracted, becoming a guarantee of the transferee or subcontractor.
- 1.8 Changes are not allowed in the supply of the services object of the contracting without authorisation from EJIE or except force majeure. Substitutions authorised by EJIE, always requiring an adaptation period, will be at the cost of the supplier. Other applicable penalties will be those indicated in the specific conditions in each case.
- 1.9 In the cases of contracting for the execution of works or projects or for supplying services, the contracted company should notify EJIE the designation of the person from its organisation responsible for managing and coordinating the preventive activity based on the procedures that EJIE determines in [www.ejie.eus](http://www.ejie.eus).
- 1.10 In the case of contracting for the execution of works or projects or for supplying services, the contracted company should monthly certify the payment of salaries corresponding to the personnel of its employees supplying services to EJIE. In the case of non-payment of salaries or the non-fulfilment of this general condition EJIE reserves the right to resolve the contracts that are in force with the contracted company.
- 1.11 For this contract to be effective, the supplying company should return the same after signing to EJIE and the documentation or certificates that are required in these general conditions. In the case of having made the request for offers using a technical specification document, the contracted should also return the economic proposal form.
- 1.12 In the cases of contracting services or computer products, outside of the installations and without direct access to the EJIE information systems or of the entities clients of this latter, the contracted company is committed to handling the data it receives for the work, only in accord to the instructions received and not applying it or using it for an end different to that included in the contract, or notifying the it , not even for its storage to other persons. The contracted company, in addition to being committed to executing the contracted works under the indicated safety measures and after having finished the contractual relation, destroying or returning to EJIE, any support containing personal data. In the case that the contracted company uses the data for another end, it communicates the data or uses it not complying with the stipulations of this contract, it should personally respond to the legal infractions it may have incurred, and EJIE reserves the right to resolve the contracts in force with the contracted company.
- 1.13 In the cases of contracting services or computer projects for assistance, that involve access to the personnel of the contracted company to the installations and information systems of EJIE, or of the clients entities of the same, the contracted company should send to EJIE together with the duly signed contract, a certificate which expressly confirms that all the personnel that are going to supply services in EJIE have received and are aware of the document "Safety Policies of Information Systems", published on the website of EJIE, S.A. [www.ejie.eus](http://www.ejie.eus) and assumes the contents and is committed to adapting their actions to the criteria explained in the mentioned document.

### 2.- PAYMENTS TO THE CONTRACTED COMPANY

- 2.1 The contracted company has the right to payment, according to the agreed prices, for the works that it really executes, subject to the contract, to its approved modifications, and to the orders given in writing by EJIE.
- 2.2 The contracted company, before issuing the invoice to EJIE, should justify the delivery of services object of the contract. The mentioned delivery will be justified using partial or total deliveries according to that indicated in the contract and should include the following documentation:
  - a) Works report
  - b) Description of the test sets carried out and designated by EJIE, to which a representative of the contracted company/entity if it considers necessary.
  - c) In the case of the materials and/or services the contracted company before invoicing EJIE should justify the supply by means of issuing a delivery note.
  - d) Reception note of the mentioned works signed by the person/s in charge from EJIE.
- 2.3 The invoices received object of the contract, will be paid by EJIE after having checked all the conditions of the contract and after having satisfactorily passed the internal controls established by Ejie as well as the requirements established in section 2.4 of these general conditions. Likewise, reference should be made to our order number on the invoices. If these requirements are fulfilled the maximum period for payment will be at 60 days after the invoice date.
- 2.4 For the payment of the invoices generated by the execution of works or projects or supplying of services, it will be necessary to indicate the personnel that supply the services and sending Annex I indicated in [www.ejie.eus](http://www.ejie.eus), stamped and duly signed by the legal representative of the company and the documents of the company included in the activity coordination application of company activities detailed below are updated: Salary payment justification, Acceptance signature of Safety Policies of EJIE and current Certificate of Social Security payment.
- 2.5 In the cases of contracting for the execution of works or projects or for the supply of services, the contracted company should notify in writing to EJIE the designation of a person from its organisation responsible for exercising the authority of management and organisation and discipline in that referring to persons of the same that supply the services contracted by EJIE, according to Annex I included in [www.ejie.eus](http://www.ejie.eus).
- 2.6 Ejie, S.A. will only accept payment of invoices greater than 5000.00 Euros in electronic format via the Basque Government's Electronic Office.

## II CONCLUSION OF THE CONTRACT

### 3- TERMINATION OF THE WORKS

- 3.1 The materials, works or services will be examined and checked by the persons authorised by EJIE. If they are in conformity, it will issue its favourable report, and from that moment the guarantee of one year that all the eternal work will be provided, will start to count, in foresight of the defects not detected in the tests.
- 3.2 The unjustified non-fulfilment of the agreed periods will give way to the penalties that are agreed in the specific conditions.
- 3.3 All the materials and/or Services should be delivered to the Headquarters of EJIE or at the place indicated by the same, free of delivery costs, with a delivery note.
- 3.4 In the contracts for supplies it will be obligatory to send the material on pallets duly strapped and prepared for their correct handling in order to be unloaded with an electrical stacker avoiding manual unloading, otherwise, EJIE reserves the right to reject any transport.

## III RIGHTS OF EJIE AND COMPETENT JURISDICTION

### 4.- RIGHTS

- 4.1 In the case of litigation by any of the parties, it is previously agreed that the jurisdiction corresponds to the Ordinary Courts of Vitoria-Gasteiz.

ACCEPTED BY

Name: .....  
Position: .....