Tecnatom, S.A.U.
Avenida de los Montes de Oca, 1
28703 San Sebastián de los Reyes
Madrid, Spain

BX-E-5957/ 05.09.2025

**KOZLODUY NPP EAD**
KOZLODUY
BULGARIA

Date: September 4, 2025
Letter No: LTR-EMEAS-MKG-25-566
Offer reference: T-MIS-EQ-2534

**Subject: T-MIS-EQ-2534 – Budgetary offer - Testing of 2 cable types important for the safety of Kozloduy NPP Units 5 and 6**

*Your Ref.: Call for Market Consultation No. 56663*

Dear Sir or Madam,

In response to your request, Tecnatom S.A.U., a Westinghouse legal entity, is pleased to provide the following proposal to Kozloduy NPP EAD for the "Testing of 2 cable types important for the safety of Kozloduy NPP Units 5 and 6".

## VALUE PROPOSITION

Westinghouse – Tecnatom S.A.U., hereinafter Westinghouse, has been involved in equipment seismic and environmental qualification activities for more than 35 years, having achieved significant experience and references with all the Spanish NPP and different clients worldwide.

Significant experience has been gained over the years through engineering and testing activities performed for an extensive number of equipment and applications.

Equipment tested includes a broad range of safety electrical, I&C and mechanical items of a NPP.

Westinghouse has the required equipment, knowledge and resources to perform the activities referred in the scope of this budgetary offer.

## SCOPE

This document includes the technical proposal for the performance of the DBA simulation test on 4 samples of Safety-Related cables for Kozloduy NPP Units 5 and 6, which have to be installed on nuclear power plants.

## 1. SCOPE OF SUPPLY

The work to be performed comprises the management and the performance of a DBA simulation test on 2 models of cables, with the following characteristics:

- Type: КПоСГ Control Cable – 14x2.5

  - Max Voltage: 660 V Ac
- Type: КПоσОВ Control Cable – 14x2.5
  - Max voltage: 660V Ac

The test samples will be supplied by the customer and are not included in the scope of the offer.

## 2. ACCREDITED STANDARD

Accredited standard for the performance of the thermodynamic test is the following:

[1] IEC / IEEE 60780-323 (2016), “Nuclear Facilities. Electrical Equipment important to Safety - Qualification”

## 3. REFERENCE DOCUMENTATION

[2] Call for Market Consultation No. 56663, Kozloduy NPP.

[3] IEEE 383 (2015), “Standard for Qualifying Electric Cables and Splices for Nuclear Facilities” (Superseeded by IEEE 323)

[4] PC-IE, Rev.5, *"Equipment Engineering Quality Program",* Tecnatom.

[5] PC-EIE, Rev.8, *"Quality Program of the Equipment Engineering Testing Laboratory",* Tecnatom.

[6] QMS-A, Rev.8.1, *"Quality Management System-A",* Westinghouse.

## 4. TESTS SEQUENCE

The DBA simulation test and verification tests required before, during and after the DBA simulation test will be carried out in the facilities of Tecnatom.

To carry out the service offered, Kozloduy NPP EAD will provide Tecnatom the necessary samples and loads to be able to carry out the required tests, and the technical information associated.

- Elaboration of a Methodology Test Plan
- Customer Review and approval of the Test Plan
- Initial tests: Visual Inspection, Insulation resistance, etc. – Initial Testing Requirements will be specified by the customer
- **Thermal aging tests** (estimated over 5 years, considering 60°C as ambient temperature and applying the 10°C rule)
- Intermediate functional tests: Visual Inspection, Insulation resistance, etc. – Intermediate Functional tests will be specific by the customer.
- **Thermal aging tests** (estimated over 10 years, considering 60°C as ambient temperature and applying the 10°C rule)

- Intermediate functional tests: Visual Inspection, Insulation resistance, etc. – Intermediate Functional tests will be specific by the customer.
- Irradiation Ageing Tests – Customer will specify Total Dose Rate in normal operation.
- Intermediate functional tests: Visual Inspection, Insulation resistance – Intermediate Functional tests will be specific by the customer.
- LOCA Test –**For the purpose of this budgetary offer, Tecnatom considered that the cables will not be powered. Powering the cables during testing is possible but will result in a price adjustment.**
- Final functional Tests: Visual Inspection, Insulation resistance, etc. – Intermediate Functional tests will be specific by the customer.
- Final test report for each cable and project documentation remittance including Final Report on Qualification Requirements.
- Customer Review and acceptance of the final completion Report.

## PRELIMINARY SCHEDULE

- Order Review and Aknowledgement: 3 weeks
- Customer Audit: 4 weeks
- Completion of initial documentation: 2-3 weeks
- Accelerated thermal aging: 18 weeks (having the cable samples at once)
- Aging by irradiation: 6 weeks. This time value can vary greatly depending on the dose values that we finally have
- LOCA test: 4 weeks (it would be a single test to be carried out with both cables)
- Final documentation: 8-10 weeks

## PRICE

The total price for the above scope is **ONE HUNDRED THIRTY FOUR THOUSAND AND NINE HUNDRED TWENTY ONE EUROS (134,921.00 €).**

KOZLODUY NPP EAD will provide the test samples.

Test samples shipment DAP Kozloduy after project completion included in this budgetary offer.

Any change in the scope will be object of quotation.

The above estimate is exclusive of all state and local sales taxes.

**The estimated price identified in this response to your request is for budgetary purposes only and does not form the basis of any valid offer from Tecnatom.**

**If after reviewing this information you are interested in pursuing this purchase and provide additional information to develop a complete technical offer, Tecnatom would be pleased to provide you with a formal offer, including an exhaustive technical description, commercial description, and appropriate terms and conditions.**

## TERMS OF PAYMENT

The payment terms for the scope described above will be as follows:

- 30% of the total price at the Purchase Order reception.
- 70% of the total price at the delivery of the documentation.

All payments will be made by bank transfer thirty (30) days from the date of the corresponding invoice.

## OFFER VALIDITY

This offer is valid for a period of sixty (60) days from the date of this letter, unless modified, extended or withdrawn in writing by Tecnatom and limits acceptance to the terms established in this document. The return of a purchase order or any other form of acceptance communicated to Tecnatom SAU during this period of validity will be considered sufficient to form an agreement on the terms and conditions of this offer, including the aforementioned terms and conditions.

In case of acceptance of the offer, please issue your order in the name of the following entity:

**Tecnatom, S.A.U.**

Avenida de los Montes de Oca, 1

28703 San Sebastián de los Reyes

Madrid, Spain

## MODIFICATION OF THE OFFER

Tecnatom S.A.U. reserves the right to modify this offer for any reason, including adjusting the offered prices to reflect mutually agreed upon changes and/or changes to the economic costs (including the costs of inputs and materials) or other increased costs directly or indirectly relating to supply chain disruptions arising from an outbreak, epidemic, pandemic or other large-scale health crisis or emergency. This includes but is not limited to modifications due to changes to the work scope, schedule (including in-processing and badging), 72-hour rule changes, radiation levels, health physics requirements, shift basis, equipment/material requirements, headquarters support and personnel.

Possible penalties for delays due to reasons outside Tecnatom S.A.U. will not be accepted.

The manufacturer / supplier (Tecnatom S.A.U.) agrees to facilitate access to its facilities to the installation nuclear or regulatory authority for the purpose of inspecting compliance with the order specifications.

Tecnatom S.A.U. shall communicate the supply incidents according to 10CFR21 when apply.

Tecnatom S.A.U. shall communicate the exceptions or deviations within the scope of the supply or to these particular conditions that are produced during manufacturing.

The award of this offer will imply that the client accepts the particular conditions indicated therein.

## COMPLIANCE WITH EXPORT CONTROL AND ANTI-CORRUPTION AND ANTI-BRIBERY LAWS

### Compliance with Export Control laws.

The Buyer agrees not to disclose, transfer, export or re-export, directly or indirectly, any and all items supplied by Tecnatom, including, but not limited to, proprietary or confidential information, technology, materials, equipment, spare parts, services, deliverables, training, training materials, software and other export-controlled items supplied hereunder, or any direct product or technology resulting therefrom (collectively, "Controlled Export Items") to any country, individual or entity, without the prior written consent of Tecnatom and only in accordance with the applicable export control laws and regulations of: (i) the U.S., specifically the U.S. Department of Energy's nuclear technology export regulations under 10 C.F.R. Part 810, the U.S. Nuclear Regulatory Commission's export regulations under 10 C.F.R. Part 110, the U.S. Department of Commerce's export regulations of commercial or dual-use items under 15 C.F.R. 730 et seq., and the U.S. Treasury Department's sanctions programs and sanctions lists (the "U.S. Export Laws"); (ii) the EU (see EU 2021/821) (the 'EU Export Laws'); and, (iii) other applicable laws ("Other Export Laws"). The U.S. Export Laws, EU Export Laws, and other Export Laws are hereinafter collectively referred to as "Applicable Export Laws."

Buyer represents and warrants that (i) Buyer will not use the Controlled Export Items in any activity prohibited by 15 C.F.R. Part 744, including, but not limited to, nuclear, chemical, or biological weapons proliferation activities and (ii) Buyer will not disclose Controlled Export Items to any country for which the U.S. governments, the EU and other applicable governments and international organizations maintain an embargo or on citizens or residents thereof prohibited by such embargo.

Buyer represents and warrants that neither Buyer nor its personnel (including its employees, contractors, officers, directors, and principal owners) are an individual or entity appearing on published lists maintained by the governments of the U.S., EU, or other applicable countries and international organizations of individuals and entities whose export or import privileges have been denied or restricted in any way. Specifically, neither Buyer nor its personnel (including its employees, contractors, officers, directors, and principal owners) are: (a) an individual or entity listed on the List of Specially Designated Nationals and Blocked Persons (the "SDN List") maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC); or (b) a country, natural person, or entity that a U.S. person (as defined in the laws and regulations administered by OFAC, 31 C.F.R. Parts 500-598 (the "OFAC Regulations")) or a natural person or entity subject to U.S. jurisdiction (as defined in the OFAC Regulations) is prohibited from dealing under the OFAC

Regulations (a "Sanctions Target"); or (c) Buyer is not, directly or indirectly, owned or under common control of, or acting for the benefit of, or on behalf of, any Sanctions Target. The sanctions laws of the U.S., the EU, and other applicable governments and international organizations are hereinafter referred to as "Sanctions Laws."

Buyer will fully comply with all applicable Export Laws and Sanctions Laws with respect to the Proprietary Information it receives hereunder and will cooperate in good faith with Tecnatom's reasonable requests made in order to comply with such Export Laws and Applicable Sanctions Laws. Buyer shall insert similar provisions into any agreement it has for the supply to third parties or its customers of any Controlled Export; provided, however, that Buyer is solely responsible for its and such third parties' and customers' compliance with the applicable requirements of the Export Laws and Applicable Sanctions Laws.

If necessary, the Buyer undertakes to obtain a substantially signed End-Use Certification (EUC) in the form provided by Tecnatom. The completed End-Use Certificate must be sent to Tecnatom as part of the ordering procedures.

Notwithstanding any other provision of this Agreement, the obligations set forth in this Article shall be binding for as long as the relevant Export Laws and Applicable Sanctions Laws are in effect.

### Compliance with Anti-Bribery and Anti-Corruption laws.

The Buyer and its directors, legal representatives and employees shall not offer, promise, give or authorize to give anything of value, either directly or indirectly to any officer or employee of any Government, or of any Ministry or International Agency thereof, (including government-owned or government-controlled enterprises), or to any political party or candidate for public office, or to any official of a public international agency or to any person acting in an official capacity for any of the foregoing, or to a person related to or acting on behalf of the foregoing, or to any other person for the purpose of obtaining any undue advantage. The Buyer and its directors, legal representatives and employees shall not solicit, receive, accept or agree to accept or receive anything of value from any person.

## QUALITY ASSURANCE

The equipment and/or services offered will be supplied in accordance with the Westinghouse Electric Company Quality Management System (QMS), Rev. 8.1. This system complies with the requirements of the United States Nuclear Regulatory Commission (NRC) regarding quality control and assurance, including the requirements of 10CFR50, Appendix B, and the requirements of ISO 9001.

Specifically, the activities related to this offer will be carried out in accordance with the provisions of the Equipment Engineering Quality Programme (PC-IE, Rev.5) and the Equipment Engineering and Testing Laboratory Quality Program (PC-EIE, Rev.8).

The DBA simulation test (LOCA test) is accredited by ENAC (number 91/LE1474), according to the standard ISO 17025 for the testing normative IEC / IEEE 60780-323 (2016), sections 7.2.6.2, 7.3.5, 7.4.1.3, 7.4.1.7, 7.4.1.10 and 7.4.1.12

## PROPERTY INFORMATION

This offer, any financial or other supporting information submitted in connection therewith, and any subsequent communications relating to this offer are the property of, and contain information which is proprietary and confidential to, Westinghouse Electric Company LLC, and may be used only for purposes of offer evaluation. Accordingly, do not publish, reproduce (in hard copy or electronic format), transmit, or disclose to any other person, company or third party outside your organization any information contained in or submitted in support of this offer without the prior written consent of Westinghouse.

By reading the information provided as part of this offer, you acknowledge and agree that such information is proprietary and confidential to Westinghouse, all disclosures shall be subject to applicable export control laws, and that you will maintain such information in secrecy and confidence.

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We appreciate the opportunity to submit this offer, and we remain at your disposal for any further information.

Very truly yours,

Juan Azcue Salto
WPB Non-OEM Parts & Qualification Manager
Tel: +34-609-331-844
juanmanuel.azcuesalto@westinghouse.com

Sergi Mila Zaragoza
General Manager
Tel: +34-628-419-178
milazas@westinghouse.com

*If you have any questions about the economic offer, you can contact Tsvetelina Tsonkova by email tsvetelina.tsonkova@westinghouse.com.*

*If you have any questions about the technical offer, you can contact Isabel López by email mariaisabel.lopezcruzado@westinghouse.com or by phone +34 91 659 8633.*

Annexures:
1. Tecnatom ISO 9001 Certificate
2. Tecnatom certificate for accredited laboratory in accordance with EN ISO/IEC 17025 standard
3. Tecnatom experience and references in similar projects.
4. Tecnatom Terms and Conditions for preliminary review.

# Approval Information

| |
|---|
| Author Approval Huot Emmanuelle Sep-04-2025 09:48:35 |
| Verifier Approval Azcue Salto Juan Manuel Sep-04-2025 10:11:22 |
| Approver Approval Mila Zaragoza Sergi Sep-04-2025 15:30:47 |

Files approved on Sep-04-2025

Current issue date: 13 March 2024
Expiry date: 30 November 2026
Certificate identity number: 10589333

Original approval(s):
ISO 9001 - 21 January 1994

# Certificate of Approval

This is to certify that the Management System of:

# Westinghouse Electric Company

1000 Westinghouse Drive, Cranberry Township, PA, 16066, United States

has been approved by LRQA to the following standards:

## ISO 9001:2015

Approval number(s): ISO 9001 – 0011586

This certificate is valid only in association with the certificate schedule bearing the same number on which the locations applicable to this approval are listed.

**The scope of this approval is applicable to:**

Design of Nuclear Power Plants. Design and Manufacture of Nuclear Fuel, Fuel Assembly Components, and Fuel Assemblies. Design and Procurement of Fuel Shipping Containers. Manufacture of Finished and Semi-Finished Zirconium-Based Alloy and Hafnium Products Including Zirconium-Based Tubing. Design, Engineering, and Manufacture and/or Procurement of Systems, Structures, Equipment, and Components for Energy and Process Industries. Installation, Modification, Inspection, Testing, Repair, Refurbishment, Maintenance, and Commissioning of Nuclear Power Plant Systems, Structures, Equipment, and Components. Design and Manufacture of Inspection Instruments and Systems for Nuclear Power and General Industry. Design, Engineering, Planning, Decontamination, Dismantling, Remediation, and Waste Management Services for the Decommissioning of Nuclear Facilities. Engineering and Testing Services for Nuclear, Industrial and Chemical Process Safety including the Development of Related Analytical Software. Design and Delivery of Theoretical and Simulator-Based Technical Training Courses. Project Management of Projects Associated with the Above Scope Activities.

Заличено на основание ЗЗЛД

**Marta Escudero**

Regional Director, United Kingdom and Americas (UKAM)

Issued by: LRQA Limited

UKAS MANAGEMENT SYSTEMS
0001

Certificate identity number: 10589333

# Certificate Schedule

| Location | Activities |
|---|---|
| **Westinghouse Electric Company**<br>1000 Westinghouse Drive, Cranberry Township, PA, 16066, United States | **ISO 9001:2015**<br>Company Headquarters. Project Management, Design of Nuclear Power Plants and Nuclear Fuel, Design, Engineering, and Procurement of Nuclear Power Plant Related Systems, Structures, Equipment, and Components. |
| **Westinghouse Electric Company**<br>559 Westinghouse Road, Blairsville, PA, 15717, United States | **ISO 9001:2015**<br>Manufacture of Zirconium-Based Alloy Tubing. |
| **Fauske & Associates**<br>16W070 West 83rd Street, Burr Ridge, IL, 60527, United States | **ISO 9001:2015**<br>Engineering and Testing Services for Nuclear, Industrial and Chemical Process Safety including the Development of Related Analytical Software. |
| **Westinghouse Electric Company**<br>401 River Terminal Road, Chattanooga, TN, 37406, United States | **ISO 9001:2015**<br>Project Management, Design, Engineering, Installation, Modification, Inspection, Testing, Repair, Refurbishment, and Maintenance of Nuclear Power Plant Related Systems, Structures, Equipment, and Components. |
| **Westinghouse Electric Company**<br>1332 Beulah Road, Churchill, PA, 15235, United States | **ISO 9001:2015**<br>Material and Chemical Testing Services. Manufacture and Post-Use Measurement of Nuclear Monitoring Devices. |
| **Westinghouse Electric Company**<br>5801 Bluff Road, Hopkins, SC, 29250, United States | **ISO 9001:2015**<br>Design and Manufacture of Nuclear Fuel, Fuel Assembly Components, and Fuel Assemblies. Design and Procurement of Fuel Shipping Containers and Components. |

UKAS MANAGEMENT SYSTEMS
0001

Certificate identity number: 10589333

# Certificate Schedule

| Location | Activities |
|---|---|
| **Westinghouse Electric Company**<br>680 Waltz Mill Road, Madison, PA, 15663, United States | **ISO 9001:2015**<br>Project Management, Design, Engineering, Installation, Modification, Inspection, Testing, Repair, Refurbishment, and Maintenance of Nuclear Power Plant Related Systems, Structures, Equipment, and Components. Development and Application of Non-Destructive Examination Inspection Equipment and Services. |
| **Westinghouse Electric Company**<br>1000 Westinghouse Drive, New Stanton, PA, 15672, United States | **ISO 9001:2015**<br>Design, Engineering, Procurement, Repair, Refurbishment and Equipment Qualification Testing of Nuclear Power Plant Related Systems, Equipment, and Components. Assembly and Test of Instrumentation & Control Components and Systems. Manufacture of Nuclear Fuel Assembly Components. |
| **Westinghouse Electric Company**<br>178 Shattuck Way, Newington, NH, 03801, United States | **ISO 9001:2015**<br>Design of Reactor Coolant Pumps. Machining, Fabrication, and Assembly of Nuclear Steam Supply System Components. |
| **Westinghouse Electric Company**<br>10,000 West 900 South, Ogden, UT, 84404, United States | **ISO 9001:2015**<br>Manufacture of Finished and Semi-Finished Zirconium-Based Alloy and Hafnium Products. |
| **Westinghouse Electric Company**<br>244 East Mt Gallant Road, Rock Hill, SC, 29730, United States | **ISO 9001:2015**<br>Design and Engineering |
| **Westinghouse Electric Company**<br>899 Highway 96 West, Shoreview, MN, 55126, United States | **ISO 9001:2015**<br>Project Management, Design, Procurement, Manufacture, Installation, Modification, Inspection, Testing, Repair, Refurbishment, and Maintenance of Cranes and Nuclear Fuel Handling Equipment. |
| **Westinghouse Electric Company**<br>5000 Ericsson Drive, Warrendale, PA, 15086, United States | **ISO 9001:2015**<br>Procurement, Assembly and Test of Instrumentation & Control Components and Systems. |

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Certificate identity number: 10589333

# Certificate Schedule

| Location | Activities |
|---|---|
| **Westinghouse Electric Belgium**<br>Rue de L'Industrie 43, 1400 Nivelles, Belgium | **ISO 9001:2015**<br>Project Management, Design, Engineering, Installation, Modification, Inspection, Testing, Repair, Refurbishment, and Maintenance of Nuclear Power Plant Related Systems, Structures, Equipment, and Components. |
| **Westinghouse Electric Sweden AB**<br>1 Business Park Street, Building 8A, floor 7, Mladost 4, 1766 Sofia, Bulgaria | **ISO 9001:2015**<br>Project Management, Design, Engineering, Testing, Commissioning and Maintenance of Instrumentation & Control Systems. |
| **Westinghouse Electric Sweden AB**<br>1 Business Park Street, Building 8A, floor 7, Mladost 4, 1766 Sofia, Bulgaria | **ISO 9001:2015**<br>Project Management, Design, Engineering, Testing, Commissioning and Maintenance of Instrumentation & Control Systems. |
| **Westinghouse Electric Czech Republic s.r.o.**<br>BOGO Building., office #408, elektrarna,<br>373 05 Temelin, Czech Republic | **ISO 9001:2015**<br>Project Management, Design, Engineering, Installation, Modification, Inspection, Testing, and Maintenance of Instrumentation & Control Systems. |
| **Westinghouse Electrique France**<br>132 boulevard Michelet, 13008 Marseille,<br>France | **ISO 9001:2015**<br>Project Management, Design, Engineering, Procurement, Installation, Modification, Inspection, Testing, Repair, Refurbishment, and Maintenance, Commissioning, Decontamination, Dismantling, Remediation, and Waste Management Activities to Service the Nuclear Industry. |
| **Westinghouse Electrique France**<br>1 Rue Graham Bell, 57070 Metz, France | **ISO 9001:2015**<br>Design and Engineering of Electrical and Control Systems. |

UKAS MANAGEMENT SYSTEMS
0001

Certificate identity number: 10589333

# Certificate Schedule

| Location | Activities |
|---|---|
| **Westinghouse Electrique France**<br>Parc de l'Océane-ZA de Courtaboeuf 9, 9 Rue du Zéphyr, 91140 Villejust, France | **ISO 9001:2015**<br>Project Management, Design, Engineering, Procurement, Installation, Modification, Inspection, Testing, Repair, Refurbishment, and Maintenance, Commissioning, Decontamination, Dismantling, Remediation, and Waste Management Activities to Service the Nuclear Industry. |
| **Westinghouse Technology Services**<br>Gimbernati 3, 43890 L' Hospitalet de l'Infant Tarragona, Spain | **ISO 9001:2015**<br>Project Management, Design, Engineering, Procurement and the Delivery of Installation, Modification, Inspection, Testing, Repair, Refurbishment, and Maintenance Activities to Service the Nuclear Industry. |
| **Westinghouse Electric Spain and Westinghouse Technology Services**<br>Avenida de los Montes de Oca, 1, 28703 San Sebastián de los Reyes, Spain | **ISO 9001:2015**<br>Project Management, Design, Engineering, Procurement and the Delivery of Installation and Modification, Inspection & Testing, Repair & Maintenance, Decontamination, Dismantling, Remediation, and Waste Management Activities to Service the Nuclear Industry. |
| **Westinghouse Electric Spain**<br>Carrer Mas del Bisbe, 10, Polígono Industrial ALBA, CP 43480 Vila-seca i Salou, Tarragona, Spain | **ISO 9001:2015**<br>Project Management, Design and Engineering Support and Services for the Nuclear Power and General Industries. Provision of Project Management, Design and Engineering Support and Services on-site at the Vandellos II and Asco I and II Nuclear Power Plants. |

UKAS MANAGEMENT SYSTEMS
0001

Certificate identity number: 10589333

# Certificate Schedule

| Location | Activities |
|---|---|
| **Tecnatom, S.A.U.**<br>Avenida de los Montes de Oca, 1, 28703 San Sebastián de los Reyes, Spain | **ISO 9001:2015**<br>Design and Performance of Industrial Installations Inspections and Tests. Design, Engineering, and Procurement of Parts, Including the Conduct of Commercial Grade Dedication and Equipment Environmental Qualification Testing. Design and Delivery of Theoretical and Simulator-Based Technical Training Courses. Design, Assembly, and Calibration of Inspection Instruments and Systems. Design, Assembly, Operation, and Maintenance of Control and Simulation Systems. Design and Delivery of Services and Optimization Systems and Support for the Operation of Industrial Installations. Engineering Services Related to the Decommissioning of Nuclear Facilities. Project Management of Projects Associated with the Above Scope Activities. |
| **Westinghouse Electric Company UK Limited**<br>Robinson House, Westlakes Science & Technology Park, Moor Row, Cumbria, CA24 3HY, United Kingdom | **ISO 9001:2015**<br>Project Management, Design and Engineering of Systems, Structures, Equipment, and Components used in the Decontamination, Dismantling, Remediation, and Waste Management of Nuclear Facilities. Design, Engineering, and Planning for the Decontamination, Dismantling, Remediation, and Waste Management of Nuclear Facilities. |
| **Westinghouse Electric Company UK Limited**<br>Unit 13 Princes Park, Princes Way North, Team Valley Trading Estate, Gateshead, Tyne & Wear, NE11 0NF, United Kingdom | **ISO 9001:2015**<br>Design, Manufacture, Assembly, Testing, Repair, and Life Cycle Support and Servicing of Electrical Instrumentation and Control Systems and Components for Nuclear and Non-Nuclear Power Generation Applications. |
| **Westinghouse UK Regional Office**<br>c/o Springfields Fuel, Ltd, Springfields, Salwick, Preston, PR4 OXJ, United Kingdom | **ISO 9001:2015**<br>Sales and Customer Relations. |

UKAS MANAGEMENT SYSTEMS
0001

# TECNATOM, S.A. (Unipersonal)

Dirección/*Address*: Avda. Montes de Oca, 1; 28703 San Sebastián de los Reyes (Madrid)
Norma de referencia/*Reference Standard*: **UNE-EN ISO/IEC 17025:2017**
Actividad/*Activity:* **Ensayos/*Testing***
Acreditación/*Accreditation* nº: **91/LE1474**
Fecha de entrada en vigor/*Coming into effect:* 13/02/2009

## ALCANCE DE LA ACREDITACIÓN

*SCHEDULE OF ACCREDITATION*
(Rev./*Ed*. 8 fecha/*date* 26/01/2024)

### ENSAYOS EN LA SIGUIENTE ÁREA / *TEST IN THE FOLLOWING AREA*:

**Verificación de equipos, componentes y recintos/*Verification of equipment, components and enclosures***

| PRODUCTO/MATERIAL A ENSAYAR *PRODUCTS/MATERIAL TO TEST* | ENSAYO *TEST* | NORMA/PROCEDIMIENTO DE ENSAYO *METHOD/TEST PROCEDURE* |
|---|---|---|
| **Comportamiento** ***Behaviour*** | | |
| Equipos, instrumentos, componentes, elementos y materiales del ámbito de la seguridad nuclear.<br>*Nuclear safety-related equipment, instruments, components, elements and materials.* | Ensayo Termodinámico de simulación de Accidente Base de Diseño de una Central Nuclear, incluyendo:<br>*Thermodynamic simulation test of a Design Basis Accident in a Nuclear Power Plant, including:*<br>LOCA: accidente de pérdida de refrigerante del reactor,<br>MSLB: rotura de línea de vapor principal,<br>HELB: rotura de línea de alta energía,<br>*LOCA: loss-of-coolant accident,*<br>*MSLB: main steam line break,*<br>*HELB: high-energy line break,*<br>*Volumen útil de ensayo:* *0,7 $m^3$*<br>*Effective test volume*<br>*Longitud / Length:* *175 cm*<br>*Diámetro / Diameter:* *100 cm*<br>*Altura útil / Effective height:* *66 cm*<br>*Temperatura:* *50 °C a 212 °C*<br>*Temperature:* *from 50 °C to 212 °C*<br>*Presión absoluta:* *atmosférica a 1 MPa*<br>*Absolute pressure:* *from atmospheric to 1 MPa*<br>*El ensayo puede realizarse con o sin rociado químico (ácido bórico, hidróxido sódico u otros).*<br>*The test may be performed with or without chemical spray (boric acid, sodium hydroxide or others).* | NUREG 0588<br>Exposición al ambiente de accidente simulado<br>*Exposure to the simulated accident environment*<br>IEC/IEEE 60780-323<br>Condiciones del suceso base de diseño<br>*Design basis event conditions*<br>Ensayos de condiciones de accidente a perfiles requeridos (con inclusión de márgenes)<br>*Accident conditions tests to required profiles (margins included)*<br>Inspección/*Inspection*<br>RCC-E (2019)<br>Apdo. II.4214-2 (excepto irradiación), II.4214-3 (excepto irradiación),<br>V.3532, V.4510, V.4520, V.4560, V.4580, V.45100 Fig. V-6, V.45100 Fig. V-7, VII.4120<br>Ensayo de condiciones ambientales de accidente (*)<br>*Environmental accident conditions test*<br>Ensayo de condiciones ambientales de accidente severo (*)<br>*Environmental severe accident conditions test*<br>Ensayos en condiciones termodinámicas y químicas de accidente y postaccidente según perfil requerido<br>*Tests under accident and post-accident thermodynamic and chemical conditions according to required profile*<br>Inspecciones / *Inspections*<br>(*) excepto irradiación/*except irradiation* |

| **PRODUCTO/MATERIAL A ENSAYAR** ***PRODUCTS/MATERIAL TO TEST*** | **ENSAYO** ***TEST*** | **NORMA/PROCEDIMIENTO DE ENSAYO** ***METHOD/TEST PROCEDURE*** |
|---|---|---|
| **Comportamiento** ***Behaviour*** | | |
| Equipos, instrumentos, componentes, elementos y materiales del ámbito de la seguridad nuclear.<br>*Nuclear Safety-related equipment, instruments, components, elements and materials* | Ensayo Termodinámico de simulación de Accidente Base de Diseño de una Central Nuclear, incluyendo:<br>*Nuclear Power Plant Design Basis Accident simulation thermodynamic test, including:*<br>LOCA: accidente de pérdida de refrigerante del reactor,<br>MSLB: rotura de línea de vapor principal,<br>HELB: rotura de línea de alta energía,<br>*LOCA: loss-of-coolant accident,*<br>*MSLB: main steam line break,*<br>*HELB: high-energy line break,*<br>*Volumen útil de ensayo:* *0,7 $m^3$*<br>*Effective test volume*<br>*Longitud / Length:* *175 cm*<br>*Diámetro / Diameter:* *100 cm*<br>*Altura útil / Effective height:* *66 cm*<br>*Temperatura:* *50 °C a 212 °C*<br>*Temperature:* *from 50 °C to 212 °C*<br>*Presión absoluta:* *atmosférica a 1 MPa*<br>*Absolute pressure:* *from atmospheric to 1 MPa*<br>*El ensayo puede realizarse con o sin rociado químico (ácido bórico, hidróxido sódico u otros).*<br>*The test may be performed with or without chemical spray (boric acid, sodium hydroxide or others).* | NF M 64-001<br>Ensayo de comportamiento en condiciones termodinámicas y químicas de accidente<br>*Testing of behaviour in thermodynamic and chemical accident conditions*<br>Ensayo de comportamiento en condiciones termodinámicas de postaccidente<br>*Testing of behaviour in thermodynamic post-accident conditions*<br>UNE 73109<br>Márgenes/Margins<br>Ensayos en condiciones ambientales de accidente y postaccidente<br>*Tests under accident and post-accident ambient conditions* |

| **PRODUCTO/MATERIAL A ENSAYAR** ***PRODUCTS/MATERIAL TO TEST*** | **ENSAYO** ***TEST*** | **NORMA/PROCEDIMIENTO DE ENSAYO** ***METHOD/TEST PROCEDURE*** |
|---|---|---|
| **Comportamiento** ***Behaviour*** | | |
| Equipos, instrumentos, componentes, elementos y materiales del ámbito de la seguridad nuclear.<br>*Nuclear safety-related equipment, instruments, components, elements and materials.* | Ensayo Termodinámico de simulación de Accidente Base de Diseño de una Central Nuclear, incluyendo:<br>*Thermodynamic simulation test of a Design Basis Accident in a Nuclear Power Plant, including:*<br>LOCA: accidente de pérdida de refrigerante del reactor,<br>MSLB: rotura de línea de vapor principal,<br>HELB: rotura de línea de alta energía,<br>*LOCA: loss-of-coolant accident,*<br>*MSLB: main steam line break,*<br>*HELB: high-energy line break,*<br>*Volumen útil de ensayo:* *0,7 $m^3$*<br>*Effective test volume*<br>*Longitud / Length:* *175 cm*<br>*Diámetro / Diameter:* *100 cm*<br>*Altura útil / Effective height:* *66 cm*<br>*Temperatura:* *50 °C a 212 °C*<br>*Temperature:* *from 50 °C to 212 °C*<br>*Presión absoluta:* *atmosférica a 1 MPa*<br>*Absolute pressure:* *from atmospheric to 1 MPa*<br>*El ensayo puede realizarse con o sin rociado químico (ácido bórico, hidróxido sódico u otros).*<br>*The test may be performed with or without chemical spray (boric acid, sodium hydroxide or others).* | NUREG 0588, Edición 1:1981<br>*NUREG 0588, Edition 1:1981*<br>Apdo./*Section* 2.2<br>Puntos/*Paragraphs* 4, 6, 8<br><br>IEEE 323 (1974)<br>Apdo./*Section* 6.3.1.5<br>Apdo./*Section* 6.3.7<br>Apdo./*Section* 7<br><br>IEEE 323 (1983)<br>Apdo./*Section* 6.1.5.2<br>Apdo./*Section* 6.2.3<br>Apdo./*Section* 6.3.1.5<br>Apdo./*Section* 6.3.7<br>Apdo./*Section* 7<br><br>IEEE 323 (2003)<br>Apdo./*Section* 6.1.5.2<br>Apdo./*Section* 6.2.3<br>Apdo./*Section* 6.3.1.2<br>Apdo./*Section* 6.3.1.6<br>Apdo./*Section* 6.3.1.12<br><br>IEC 60780 (1998)<br>Apdo./*Section* 5.3.1.6<br>Apdo./*Section* 5.3.4.3<br>Apdo./*Section* 5.3.4.4<br>Apdo./*Section* 5.3.6<br><br>IEC/IEEE 60780-323 (2016)<br>Apdo./*Section* 7.2.6.2<br>Apdo./*Section* 7.3.5<br>Apdo./*Section* 7.4.1.3<br>Apdo./*Section* 7.4.1.7<br>Apdo./*Section* 7.4.1.10<br>Apdo./*Section* 7.4.1.12<br><br>RCC-E (1993)<br>Apdo./*Section* B 6200<br>Apdo./*Section* D 2232-4<br><br>RCC-E (2002)<br>Apdo./*Section* B 6200<br>Apdo./*Section* D 2232 Punto/*Paragraph* b<br>Apdo./*Section* MC 2200 |

| **PRODUCTO/MATERIAL A ENSAYAR** ***PRODUCTS/MATERIAL TO TEST*** | **ENSAYO** ***TEST*** | **NORMA/PROCEDIMIENTO DE ENSAYO** ***METHOD/TEST PROCEDURE*** |
|---|---|---|
| **Comportamiento** ***Behaviour*** | | |
| Equipos, instrumentos, componentes, elementos y materiales del ámbito de la seguridad nuclear.<br>*Nuclear Safety-related equipment, instruments, components, elements and materials* | Ensayo Termodinámico de simulación de Accidente Base de Diseño de una Central Nuclear, incluyendo:<br>*Nuclear Power Plant Design Basis Accident simulation thermodynamic test, including:*<br>LOCA: accidente de pérdida de refrigerante del reactor,<br>MSLB: rotura de línea de vapor principal,<br>HELB: rotura de línea de alta energía,<br>*LOCA: loss-of-coolant accident,*<br>*MSLB: main steam line break,*<br>*HELB: high-energy line break,*<br>*Volumen útil de ensayo:* *0,7 $m^3$*<br>*Effective test volume*<br>*Longitud / Length:* *175 cm*<br>*Diámetro / Diameter:* *100 cm*<br>*Altura útil / Effective height:* *66 cm*<br>*Temperatura:* *50 °C a 212 °C*<br>*Temperature:* *from 50 °C to 212 °C*<br>*Presión absoluta:* *atmosférica a 1 MPa*<br>*Absolute pressure:* *from atmospheric to 1 MPa*<br>*El ensayo puede realizarse con o sin rociado químico (ácido bórico, hidróxido sódico u otros).*<br>*The test may be performed with or without chemical spray (boric acid, sodium hydroxide or others).* | RCC-E (2005)<br>Apdo./*Section* B 6222<br>Apdo./*Section* D 2232 (*)<br>Apdo./*Section* D 2233 (*)<br>Apdo./*Section* MC 2200<br>(*) excepto irradiación/*except irradiation*<br><br>RCC-E (2012)<br>Apdo./*Section* B 6222<br>Apdo./*Section* B 8610<br>Apdo./*Section* B 8620<br>Apdo./*Section* B 8660<br>Apdo./*Section* B 8680<br>Apdo./*Section* B 8690 Fig. B 8690-f1<br>Apdo./*Section* B 8690 Fig. B 8690-f2<br>Apdo./*Section* D 2232 (*)<br>Apdo./*Section* D 2233 (*)<br>Apdo./*Section* MC 2200<br>(*) excepto irradiación/*except irradiation*<br><br>RCC-E (2016)<br>Apdo./*Section* II.4214-2 (*)<br>Apdo./*Section* II.4214-3 (*)<br>Apdo./*Section* V.3532<br>Apdo./*Section* V.4510<br>Apdo./*Section* V.4520<br>Apdo./*Section* V.4560<br>Apdo./*Section* V.4580<br>Apdo./*Section* V.4590 Fig. V-6<br>Apdo./*Section* V.4590 Fig. V-7<br>Apdo./*Section* VII.4120<br>(*) excepto irradiación/*except irradiation*<br><br>NF M 64-001 (1991)<br>Apdo./*Section* 7.6.2<br>Apdo./*Section* 7.6.3<br>Anexo/*Annex* A.5<br>Anexo/*Annex* A.6<br>Gráfica/*Figure* A.3<br><br>UNE 73109 (2001)<br>Apdo./*Section* 6.4<br>Apdo./*Section* 7.1.7 |

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Madrid, Spain

# Annexure 3
# Tecnatom Equipment Qualification Capabilities

## Tecnatom Equipment Qualification Capabilities

Tecnatom has been involved in Class 1E equipment environmental qualification activities for more than 35 years, having achieved significant experience and references with all the Spanish NPP and different clients worldwide.

Tecnatom has an agreement since 2007 with EdF, in order to perform the qualification of different equipment.

A brief description of capabilities, experience and references is included in the following sections.

### Scope of services

The scope of services provided are thoroughly complete within this field of work, including:

- EQ engineering.
- Complete testing capabilities: Accelerated aging (thermal, mechanical, irradiation, vibration), seismic testing and LOCA/MSLB/HELB simulation.
- Existing equipment redesign for EQ.
- Seismic Qualification by Analysis (Finite Elements)
- Equipment repairs (typically motors).
- Equipment life extension.
- Class 1E in-house equipment design and manufacture (I & C connection boxes, equipment cable seals and gaskets).
- EQ maintenance programs.
- EQ training.

The above activities are supported by a QA program fully in compliance with 10 CFR Appendix B requirements and ISO international standards, as well as having been successfully evaluated by multiple clients.

### Experience

Significant experience has been gained over the years through engineering and testing activities performed for an extensive number of equipment and applications.

Equipment tested includes a broad range of safety electrical, I&C and mechanical items of a NPP, namely:

- Electrical power, control and instrumentation cables.
- Electrical motors.
- Electrical containment penetrations.
- Connection boxes and other connections elements (terminal blocks, splices, connector).
- Sealing elements.
- Switching elements (circuit breakers, contactors, relays).
- Limit, temperature and pressure switches.
- Air and oil solenoid valves.

- Transformers.
- Pneumatic actuators.
- Motor operated actuators.
- Electrical batteries.
- Oils and greases.
- Thermocouples and RTD's.
- Pressure transmitters.
- Optical flowmeters

Many of the above equipment qualification work included redesign and material enhancement activities to ensure EQ performance and to extend their qualified life.

**References**

The sustained EQ-related work performed over the time has provided for a recognized name in Spain where Tecnatom is the reference EQ organization and abroad, with work performed to satisfaction for different relevant clients.

Clients abroad with a summary of the equipment tested:

- EdF (France)
  - Connectors / Pressure transmitters / Temperature sensors, etc...- Qualification K1 -
  - Flow meters - Qualification K3ad -
  - Sprinklers / Contactor / Switches, etc.. - Qualification K3 –
  - Level sensors- Qualification K3ad
  - Handswitches, recorders, indicators, alarms, … - Qualification K3-
- Leroy Somer (France)
  - Cables
  - Terminal blocks
  - Electrical motors
  - Motorettes (Motor), etc...
- Bernard Controls (France)
  - Actuators - Qualification K1 –
- Rotork (UK)
  - Actuators -
- Alstom Power (France, China, Korea, Taiwan)
  - Contactor
  - Relays
  - Switches

- Terminal blocks
- Transformer
- Automatic Voltage Regulator, etc
- Splices
- Transducers
- Fuses
- Circuit breakers
- Converters
- Pressure switches
- Bargraph indicators

- Daher-Vanatome
  - Check Valve – Qualification K1 -
- Thermocoax (France)
  - Wall penetration
- Tractebel (Belgium)
  - Pressure transmitters - Qualification 1EB -
  - Electronic cards - Qualification 1EC -
  - Terminal box - Qualification 1EA -
- Laborelec (Belgium)
  - Concrete plates
- AXIMA (Belgium)
  - Electrical Equipment – Qualification 1EC -
- IAEA (Croatia, Spain, Korea, China, Argentina, Bulgaria)
- EC (Brussels, Phare and TACIS Programs)
- Litton-Veam (Italy and Sweden)
  - Connectors
- CAEMSA (Mexico)
  - Switches
  - Relays
  - Contactors
  - Transformers, etc..
- WWP (India)
  - Actuator
- Dukovany NPP (Czech Republic)
  - Cables

- Solenoid valves
- Terminal blocks, etc…

- Bohunice NPP (Slovak Republic)
  - Cables
- Kozloduy NPP (Bulgaria)
  - Thermocouples
  - Pressure transmitters
- Khmelnitska and Rivno NPP's (Ukraine)
  - Cables
  - Relays
  - Terminal blocks
- Cernavoda NPP (Romania)
  - Snubbers
- Atucha NPP (Argentina)
  - Electrical equipment
- AEA Technology
  - Cables

Clients in Spain include all the nuclear power plants and related companies:

- Almaraz NPP.
- Trillo NPP.
- Ascó NPP.
- Garoña NPP.
- Cofrentes NPP.
- Vandellós NPP.
- José Cabrera NPP.
- GPE of BWR.
- GPE of PWR.
- Foro Nuclear.
- Navantia
- Schneider

The activities performed for the above clients ranged from EQ engineering and testing activities, to equipment redesign for EQ, training and technology transfer programs.

**Applicable Standard**

Reference applicable general standards applicable to this scope and used by Tecnatom in these works are the following:

- IEEE 323 (2003/1983/1974). IEEE Standard for Qualifying Class 1E Equipment for Nuclear Power Generating Stations.
- IEEE 344 (2004/1987/1975). IEEE Recommended Practice for Seismic Qualification of Class 1E Equipment for Nuclear Power Generating Stations
- RCC-E (2019/2016/2007), Règle de Conception et de Construction des Matériels Electriques des îlots nucléaires.
- IEC/IEEE 60780-323 (2016). Nuclear facilities - Electrical equipment important to safety – Qualification
- IEC/IEEE 60980-344 (2020). Nuclear facilities - Equipment important to safety - Seismic qualification.

**Test laboratories**

Tecnatom has agreement to different laboratories in Spain and abroad. A summary of these laboratories are the following:

- TECNATOM (Spain)
  - Electrical tests
  - Mechanical tests
  - Calibration tests
  - Ageing tests
  - Climatic tests
  - Accident simulation (LOCA, MSLB, HELB) tests. LOCA Test facility accredited by ENAC (LE/1474).
- Partner laboratories
  - Vibration test
  - Seismic tests
  - Electrical tests
  - Calibration tests
  - Climatic tests
  - EMC tests
  - Irradiation tests

The different laboratories listed above give us a broad capacity of test (volume of sample, monitorisation of electrical parameters during the tests, test requirements, etc…).

**Qualified and Experienced Team**

Our Equipment Qualification team is composed of highly skilled engineers with extensive experience in nuclear safety, environmental and seismic qualification, and

testing. Their combined expertise ensures the successful execution of complex qualification projects in compliance with international standards such as IEEE and RCC-E.

- **Juan Luis Bravo – Principal Engineer**

Juan Luis holds dual degrees in Electrical Engineering and Materials Engineering. He joined Tecnatom in 1996 and has been a key member of the Equipment Qualification team since 2007. With nearly three decades of experience, Juan Luis has led numerous qualification projects involving nuclear safety, environmental and seismic testing, and commercial-grade dedication. His work spans thermal, functional, operational, irradiation, and LOCA severe accident tests. He has successfully managed projects for both Spanish and international clients, consistently meeting rigorous standards such as IEEE and RCC-E.

- **Eloy Pascual – Senior Engineer**

Eloy graduated in Industrial Engineering and joined Tecnatom's EQ Group in 2008. Initially focused on electrical testing of components such as motors, valves, relays, and cables, he transitioned to project management in 2013. Eloy has since led numerous testing and qualification campaigns for national and international customers, demonstrating strong leadership and technical expertise in environmental and seismic qualification.

- **Daniel Martin – Senior Engineer**

Daniel brings over 12 years of experience in nuclear Equipment Qualification, including CG Dedication and testing across nuclear, industrial, and aerospace sectors. He has managed projects for Spanish nuclear power plants and international clients, developing procedures for functional, environmental, seismic, EMC, and accident simulation tests. As a Certified Quality Supervisor and ENAC laboratory administrator, Daniel ensures precision in calibration and uncertainty calculations. He also serves as a mentor and trainer for junior engineers, reinforcing the team's technical depth and continuity.

- **Jorge Gala – Engineer**

Jorge graduated in Industrial Engineering in 2013 and joined Tecnatom's EQ Group in 2015. He has a strong background in quality and air-conditioning engineering, and now specializes in the performance and supervision of environmental, electrical, electronic, and seismic tests. Jorge is particularly skilled in laboratory work and test bench development for valve actuators and instrumentation, contributing to the reliability and accuracy of qualification processes.

- **Ana Pastor – Engineer**

Ana earned her degree in Industrial Engineering in 2012 and joined Tecnatom in 2015. Since then, she has played a vital role in the EQ team as a Nuclear Qualification Test Engineer. Ana has hands-on experience in testing and qualifying a wide range of mechanical and electrical equipment for the nuclear industry, ensuring compliance with stringent safety and performance standards.

## QUALITY SYSTEM

The EQ activities of Tecnatom are supported by a QA program in compliance with 10CFR 50 and NQA-1 requirements and ISO 9001.

Tecnatom has drawn up, established document, implemented and maintain its Quality Management System in order to carry out the Quality Policy and Objectives defined and established by the Management.

The Quality Management System is structured around and adapted to the particular type, scope and volume of activities performed by Tecnatom, taking into account all the applicable elements of the standards used.

The Tecnatom Quality Management System has been conceived on the basis of the different standards and guidelines. Between them the Standards ISO 17025 (2017) is included.

The different Tecnatom services and technological capabilities are periodically audited by both clients and official bodies, such as:

- ✓ AENOR (ISO 9001: 2015), audit for renewal of certification for Tecnatom Quality System.
- ✓ National Entity of Accreditation ENAC (ISO 17025), audit for re-evaluation of the accident testing (LOCA chamber) reports.
- ✓ EdF, audit for evaluating the Quality System of Tecnatom.
- ✓ Westinghouse, audit for evaluating the Quality System of Tecnatom.
- ✓ General Electric, audit for the evaluation of the adequacy, effectiveness and implementation of the quality requirements associated with ISI and NDE activities.
- ✓ Laguna Verde NPP, audit for requalification as a supplier of safety significant services.
- ✓ ELECTRONUCLEAR, audit for renewal of certification as a 1A supplier for spares, NDT, initial and on-going training, and the construction of simulators.

Tecnatom has drawn up, established document, implemented and maintain its Quality Management System in order to carry out the Quality Policy and Objectives defined and established by the Management.

The Quality Management System is structured around and adapted to the particular type, scope and volume of activities performed by Tecnatom, taking into account all the applicable elements of the standards used.

The Tecnatom Quality Management System has been conceived on the basis of the different standards and guidelines. Between them the Standards ISO 17025 (2017) is included.

Some of the accreditations of Tecnatom related to QA and tests are included below:

Acreditación

ENAC
Entidad Nacional de Acreditación

*Otorga la presente*
*Grants this Accreditation*

# ACREDITACIÓN

*a la entidad técnica*
*to the technical entity*

## TECNATOM, S.A.

*Según criterios recogidos en la norma UNE-EN ISO/IEC 17025 para la realización de los ENSAYOS de COMPORTAMIENTO definidos en el ANEXO TÉCNICO adjunto.*

*According to the criteria in UNE-EN ISO/IEC 17025 for the performance of Test of behaviour as defined in the attached Technical Annex.*

*Acreditación nº:* **91/LE1474**
*Accreditation number:*

*Fecha de entrada en vigor:* **13/02/2009**
*Coming into effect.*

*La acreditación mantiene su vigencia hasta notificación en contra.*
*The accreditation maintains its validity unless otherwise stated.*

*En Madrid, a 13 de febrero de 2009*
*In Madrid, February 13, 2009*

*El Presidente*
*President*

ENTIDAD NACIONAL DE ACREDITACIÓN ENAC

*D. Antonio Muñoz Muñoz*

*Este documento no tiene validez sin su anexo técnico correspondiente, cuyo número coincide con el de la acreditación.*
*The present Accreditation is not valid without its corresponding technical annex, which number coincides with the accreditation.*
*La presente acreditación y su anexo técnico están sujetos a modificaciones, suspensiones temporales y retirada. El estado de vigencia de la misma puede confirmarse en el catálogo de ENAC (http: www.enac.es)*
*This accreditation and its technical annex could be reduced, temporarily suspended and withdrawn. The state of validity of it can be confirmed at www.enac.es.)*

Ref.: CLE/3862

**Tecnatom, S.A.U.**
**Terms and Conditions of Sale (Nuclear)**

The terms and conditions set forth herein by Tecnatom, S.A.U. (hereinafter "***Tecnatom***") are exclusive for equipment, spare parts, training, training materials, services, staff augmentation, consulting services or software furnished hereunder. Return of a valid purchase order ("***Purchase Order***") or other acceptance communicated to Tecnatom during the Tecnatom offer validity period will be sufficient to form an agreement in accordance with the terms and conditions provided hereunder and in the offer letter (hereinafter "***Agreement***"). Any additional or different terms and conditions submitted by purchaser (hereinafter "***Purchaser***") to Tecnatom in such Purchase Order or acceptance shall be deemed objected to by Tecnatom and shall be of no effect nor in any circumstance binding upon Tecnatom unless accepted by Tecnatom in writing. "***Party***" or "***Parties***" shall mean Tecnatom and/or Purchaser, as the context requires.

## 1. WARRANTIES

### A. Warranties

Tecnatom warrants that equipment, spare parts and training materials will be free of material defects in materials, workmanship and title; services and training will reflect competent professional knowledge and judgment; staff augmentation and consulting services will be performed by qualified personnel; and software will be free from errors which materially affect its utility as stated in the technical specification.

### B. Warranty Periods

The warranty period for equipment and services shall expire twelve (12) months from the date of delivery of the equipment or performance of the services. The warranty period for spare parts and software shall expire twelve (12) months from the date of delivery. The warranty period for training materials and training shall expire six (6) months from the date of delivery of the training material or performance of the training. The warranty period for staff augmentation and consulting services shall expire upon completion of the services. If Tecnatom has installed or provided on-site technical assistance with respect to the equipment, the warranty period shall expire twenty-four (24) months from the date of completion of installation or twenty-seven (27) months from the date of delivery, whichever occurs first; if Tecnatom has installed or provided on-site technical assistance with respect to spare parts or software, the warranty period shall expire twelve (12) months from the date of completion of installation or eighteen (18) months from the date of delivery, whichever occurs first. The foregoing warranty periods will be appropriately shorter for those items (such as, but not limited to, consumables, seals, gaskets, and valve packings) which by normal industry practices have a shorter warranty period, the applicable period to be reasonably determined by Tecnatom based on such industry practices. The warranty period for any remedied item shall be for the remaining period of the original warranty for such item.

### C. Remedies

Nonconformities for which notification in writing within the warranty period is provided to Tecnatom by Purchaser shall be corrected by Tecnatom, at its option, by any of the following methods: in the case of equipment, spare parts or training material, repair or replacement of defective part(s); in the case of services or training, reperformance of the nonconforming portion of the services or training; in the case of staff augmentation or consulting services, replacement of the personnel providing services; in the case of software, correction in the medium originally supplied or provision of a procedure to correct the operating effect of material errors; or, in the case of title, defense against claims of title defects; or, if such remedies are impracticable, refund the portion of the purchase price for nonconforming equipment, spare parts, training material, services, training, staff augmentation, consulting services or software, or provide another commercially reasonable alternative remedy, at Tecnatom's discretion.

**D. <u>Limitations and Conditions</u>**

i. Third-party equipment or software shall be warranted on a pass-through basis in the same manner, same period and same extent as provided by the original equipment/software manufacturer. The software warranty does not apply to software modified by or for Purchaser.

ii. Any deliverable provided with staff augmentation or consulting services (including cyber security consulting services) is provided on an 'AS-IS' basis and Tecnatom disclaims all warranties, whether statutory, express or implied. Tecnatom neither warrants nor represents the results to be obtained from the application of the deliverable or other information or recommendations provided during the performance of the consulting services, or that Purchaser's computer, computer systems, computer network or computer data will be made completely secure. Purchaser is solely responsible for implementing and monitoring appropriate operational and security procedures and policies.

iii. Tecnatom does not warrant nor represent shelf life for spare parts, or that completion of training or the use of training material will necessarily result in the successful qualification, licensing or performance of trainees, or the execution of any software shall be uninterrupted or error free or its function and features will be usable in any of Purchaser's particular combinations or sequences.

iv. Any warranty is conditioned upon proper handling and compliance with recommended Tecnatom, user, and other industry guidelines, and Purchaser providing decontamination, health physics and access (including disassembly, removal, replacement, reassembly and reinstallation of any equipment, material, or structures) or other items to the extent necessary for Tecnatom to fulfill its warranty obligations.

v. The warranty remedies set forth herein do not apply if any nonconformity is remedied, or attempted to be remedied, by Purchaser or a third party.

vi. **<u>The warranties set forth herein are exclusive and in lieu of all other warranties whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing, custom or usage of trade) to the maximum extent permitted by law. The remedies set forth, for the time and in the manner provided above, shall be Purchaser's exclusive remedies for defective or nonconforming work, whether claims are based in contract, in tort (including negligence or strict liability), or otherwise</u>**.

**2. INDUSTRIAL AND INTELLECTUAL PROPERTY INFRINGEMENT**

**A. <u>Remedies</u>**

Tecnatom shall defend Purchaser from and against any threatened or actual third-party suit, proceeding, or claim against Purchaser to the extent based on a claim that any item furnished by Tecnatom under this Agreement infringes any Spanish patent or copyright (an "***Infringement Claim***") or, at Tecnatom's option, settle any such Infringement Claim. In addition, Tecnatom shall indemnify and hold harmless Purchaser from and against any and all damages and costs suffered or incurred by any of them in connection with the adjudication or settlement of any Infringement Claim. If a claim of infringement is made, Tecnatom may, or if the use of the item is enjoined, Tecnatom shall, at its expense and option, either: (a) procure for Purchaser the right to continue using it; (b) replace it with a non-infringing item; (c) modify the item so it becomes non-infringing; or (d) if (a), (b) or (c) are not reasonably available to Tecnatom on commercially reasonable terms and conditions, remove it and refund the associated purchase price.

**B. <u>Exclusions</u>**

These provisions do not apply to the extent an item is used other than in accordance with this Agreement (a "***Misuse***"), is furnished in accordance with designs supplied by Purchaser, or is modified or combined by Purchaser or others with items not furnished hereunder and, as a result of such modification or

combination, an Infringement Claim arises. If an Infringement Claim is brought against Tecnatom as a result of such Misuse, design, modification or combination, then Purchaser shall protect, defend, indemnify and hold Tecnatom and its directors, officers, employees, successors and assigns harmless to the same extent that Tecnatom has agreed to protect Purchaser herein.

**C. Conditions**

As an express condition precedent to Tecnatom's defense and indemnification obligations hereunder, Purchaser agrees to: (1) promptly notify Tecnatom in writing of any Infringement Claim, whether made or threatened (provided that the failure of Purchaser to promptly notify Tecnatom shall not relieve Tecnatom from its defense, indemnification and hold harmless obligations relating to the Infringement Claim, except to the extent the defense of the Infringement Claim is prejudiced by such failure); (2) give Tecnatom the exclusive authority to defend, compromise or settle the Infringement Claim; and (3) provide to Tecnatom, at Tecnatom's reasonable cost, all available information and assistance regarding the Infringement Claim in a timely manner. Tecnatom shall not be responsible or liable for any costs, damages, fees or settlement of any Infringement Claim incurred or made without Tecnatom's prior written consent.

**D. Exclusivity**

THIS IS AN EXCLUSIVE STATEMENT OF ALL THE RIGHTS AND REMEDIES OF PURCHASER RELATING TO INFRINGEMENT.

## 3. OWNERSHIP AND INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

Except as otherwise agreed to in writing by the Parties, Tecnatom shall own all right, title, and interest in and to all tangible and intangible ideas, inventions, know-how, documentation and data, results, items and information arising in the course of performing or constituting the work, all industrial and intellectual property rights therein ("***Foreground Information***"), including, without limitation, all current and future worldwide patents and other patent rights, utility models, copyrights, mask work rights, trade secrets, and all applications and registrations with respect to any of the foregoing. Purchaser hereby assigns to Tecnatom all right, title and interest that Purchaser may have in and to all such Foreground Information. Tecnatom shall have the exclusive right to apply for or register patents, mask work rights, copyrights, and such other proprietary protections as it wishes. Purchaser shall assist Tecnatom or its designee, at Tecnatom's expense, in any reasonable manner determined by Tecnatom to secure all of Tecnatom's worldwide perpetual ownership of rights, title and interest in and to all such Foreground Information. Upon receipt of all fees, expenses and taxes due in respect of this Agreement, Tecnatom grants to the Purchaser a non-transferable, non-exclusive, non-sublicensable, royalty-free license to use the Foreground Information contained in any deliverables provided under this Agreement for the sole purpose of this Agreement and solely for the operation and maintenance of the Purchaser's plant (if applicable), unless otherwise agreed by the Parties.

## 4. SOFTWARE LICENSE

Unless otherwise set forth pursuant to the terms of a separate software licensing agreement between Tecnatom and Purchaser, Tecnatom grants to Purchaser, a nonexclusive, nontransferable, and non-sublicensable license to utilize the Tecnatom software furnished hereunder. Such license is limited to Purchaser's internal use at or for the unit with which such software is incorporated. All software provided to Purchaser under this Agreement shall be provided in object/machine readable form and this license does not grant any rights to the source code or technology embodied in the source code. All title and ownership of such software, including, without limitation, the copyright to such software, shall remain exclusively with Tecnatom or its suppliers and/or licensors. Purchaser may make a reasonable number of backup copies of such software for evaluation, installation, and maintenance. Third-party software provided by Tecnatom may be subject to a separate license agreement and/or registration requirements and limitations on copying and use, which, if applicable, will be provided on a pass-through basis.

## 5. NO REVERSE ENGINEERING

Purchaser shall not itself, or with the assistance of others, copy, reproduce or scan by any means, including by additive manufacturing or 3-D printing, reverse compile, reverse engineer, or in any other manner attempt to decipher in-whole or in-part: (i) the logic or coherence of any software licensed hereunder, or (ii) the logic flow, circuit design and layout, or organization of components of any circuit board sold hereunder, or (iii) any other hardware, equipment, spare parts, components or products sold hereunder.

## 6. PROPRIETARY AND CONFIDENTIAL INFORMATION

### A. Information

Specifications, drawings, data, software, know-how and any other information transmitted or otherwise disclosed by or on behalf of Tecnatom to Purchaser or accessed, observed or otherwise obtained by Purchaser in connection with Tecnatom's offer and any resulting sale to Purchaser ("***Information***") are the property of Tecnatom or its suppliers and/or licensors. Such Information is treated by Tecnatom or its suppliers and/or licensors as secret and confidential, and Purchaser agrees to treat such Information solely in accordance with this Article (Proprietary and Confidential Information).

### B. Conditions for Purchaser's Use and Handling of Information

i. Information marked 'proprietary', 'confidential' or the like, or Information which by its nature Purchaser should reasonably understand to be proprietary or confidential, is disclosed in confidence on a need to know basis on the condition that it is not to be reproduced or copied, recorded by video or audio, in-whole or in-part, or used for any purpose other than the purpose for which it is provided, and shall not be disclosed to third parties (including parent companies, sister companies, subsidiary companies, and consultants) without the prior written permission of Tecnatom.

ii. In the event Tecnatom approves any further disclosure or transmittal by the Purchaser to any third party (including Purchaser's customer if applicable), such third party shall execute an appropriate nondisclosure, licensing, or similar agreement either with or as agreed to by Tecnatom.

iii. Nothing herein shall apply to any information which: (a) at the time of disclosure hereunder is generally known or readily available to the trade or public or which becomes so known or readily available other than as a result of any violation of this Agreement, or any other confidentiality agreement, by the Purchaser or any of its employees; or (b) at the time of disclosure was rightfully possessed by Purchaser without restriction; or (c) is lawfully acquired from a third party legally entitled to possess the information and provide it to Purchaser, if the use or disclosure (as appropriate) is in accordance with the rights or permission lawfully granted to Purchaser by such third party, or (d) independently developed by Purchaser without the use or benefit of any Information, as substantiated by appropriate documentation.

iv. In the event that Purchaser is required in any judicial proceeding or by any governmental authority to disclose any Information Purchaser shall promptly provide Tecnatom with written notice of any request by a governmental or judicial authority in advance of Purchaser's compliance with such order so as to afford Tecnatom the opportunity to revise the Information to minimize the disclosure

of Information or to allow Tecnatom to take such other action Tecnatom deems appropriate in order to oppose or prevent such disclosure of Information.

v. All Information disclosed by Purchaser to any third party shall carry the proprietary markings originally placed on the Information by Tecnatom or its suppliers and/or licensors.

vi. Purchaser shall be obligated to return or destroy the applicable proprietary information, if requested by Tecnatom.

vii. Notwithstanding any other provision in this Agreement, Purchaser's obligations set forth in this Article (Proprietary and Confidential Information) shall remain in effect until such time as the Information falls into the public domain through no act or failure to act on the part of the Purchaser in accordance with the provisions of this Agreement or with any other confidentiality agreement entered into with any third party.

viii. To the extent Purchaser discloses its proprietary information to Tecnatom, Tecnatom agrees to treat Purchaser proprietary information in accordance with the provisions of this Article (Proprietary and Confidential Information).

## 7. DELIVERY, TITLE AND RISK OF LOSS

Delivery shall be per DAP (named place of destination) Incoterms 2020® for equipment and spare parts, with the exception that Tecnatom will provide and bear costs of warehouse-to-warehouse cargo insurance, unless otherwise noted in the Tecnatom offer. Title and risk of loss shall pass to Purchaser upon Delivery.

Purchaser shall promptly unpack and inspect any shipment. If there is any apparent damage, Purchaser shall retain the packing and shipping container and immediately notify the carrier and Tecnatom and wait for further instructions from Tecnatom, taking necessary steps to protect the shipment from further damage. Purchaser shall pay storage costs for any equipment for which the shipment date cannot be made for causes not attributable to Tecnatom or its suppliers, and Delivery shall be deemed to have occurred.

## 8. PAYMENTS

### A. Payments

Payments shall be based on milestones or other invoicing frequency defined in the Tecnatom offer. Invoices are due and payable net thirty (30) days from the date of each invoice to be made by wire transfer for the account of Tecnatom, S.A.U. per the instructions in the invoice.

Purchaser shall establish in favor of Tecnatom within thirty (30) days of the time the Parties enter into an Agreement an irrevocable letter of credit for an amount equal to one hundred percent (100%) of the quoted price plus, estimated price adjustment, where applicable. The letter of credit form and content shall be satisfactory to Tecnatom, shall be confirmed by a bank acceptable to Tecnatom, shall remain in full force and effect until all payments due under this Agreement have been made, and shall provide for payment of termination charges, where applicable. Tecnatom shall have no obligation to perform in any manner pursuant to any agreement until such letter of credit has been established. All expenses incurred in connection with the establishment and operation of the letter of credit, as well as any other bank charges incurred in making payments to Tecnatom, shall be for the account of Purchaser.

### B. Delayed Payments

Any past due amounts shall bear interest according to Spanish law, plus an additional one-half of one percent (0.5%) payable each month or portion thereof that payment is delayed. If payments are not made when due or disputed in accordance with this Article (Payments), Tecnatom may, upon at least fifteen (15) days written notice, suspend all further work hereunder. Upon payment, the work will be resumed upon a mutually agreed schedule. If there exists a good faith dispute over the amounts to be paid, Purchaser shall

notify Tecnatom of such dispute within thirty (30) days from the date of the invoice. Except for Disputed Changes, which shall be paid as described in Article 11 (Changes) below, Purchaser shall pay the undisputed amount, but the disputed portion may be held in abeyance until resolution of the matter, with that portion ultimately determined to be due from Purchaser to Tecnatom, together with the interest charge specified above, due thirty (30) days after said resolution.

## 9. TAXES

"***Taxes***" shall mean all taxes, duties, tariffs, levies and any tax required to be deducted or withheld from any payment including, but not limited to, income tax withholding, sales, use, value added tax (VAT), goods and services tax (GST), and personal property.

Each Party shall assume the liability and payment of all taxes, duties, tariffs or fees imposed by any tax authority pursuant to the laws and regulations, unless otherwise agreed in this Agreement. Where Purchaser is required by applicable laws or regulations to withhold and remit any taxes on behalf of Tecnatom, Purchaser shall only do so after promptly notifying and obtaining consent from Tecnatom in writing. Purchaser agrees to reimburse Tecnatom for any such taxes upon submission of the Tecnatom's invoice. The price includes taxes imposed on Tecnatom by any taxing authority such as tariffs, duties, payroll tax, unemployment tax, social contribution tax, sales and use tax, and irrecoverable VAT. The price is exclusive of any tax (e.g., sales tax, VAT, GST) that Tecnatom is required to collect and remit to a tax authority on Purchaser's behalf; such taxes will be separately stated on our invoices. Should a special tax regime be applicable for the respective transaction (tax exemption, reverse charge etc.), the Parties are obliged to provide each other with a valid VAT invoice and any documentation legally needed to make it possible to comply. Tecnatom shall reasonably assist Purchaser in applying for and obtaining any tariff, customs or VAT exemptions from the relevant tax authorities. The Parties agree to enter into good faith and timely discussions to manage customs formalities, including changes in laws, to ensure irrecoverable import VAT and duties are minimized.

## 10. FORCE MAJEURE AND EXCUSABLE DELAYS

Notwithstanding anything to the contrary in this Agreement, neither Party will be liable to the other Party, nor deemed to be in breach of this Agreement, for any failure to perform, or any delay in performing, its obligations under this Agreement (other than the making of payments as and when due under this Agreement) to the extent it is prevented from or delayed in performing those obligations based upon a Force Majeure Event (as hereinafter defined). Upon the occurrence of a Force Majeure Event affecting a Party's performance hereunder, the Party claiming relief shall promptly notify the other Party in writing, providing a reasonably detailed explanation of the Force Majeure Event and its anticipated effect on the claiming Party's performance. The time for performance of the claiming Party's obligations shall be extended by a period necessary to overcome the effects of the Force Majeure Event, using commercially reasonable efforts to mitigate the impact to the extent practicable under the circumstances.

For purposes of this Agreement, "***Force Majeure Event***" means any event or set of circumstances that (i) is beyond the control of the claiming Party; (ii) materially prevents or hinders such Party's performance of its obligations under this Agreement, in full or in part; (iii) is not due to the fault or negligence of such Party; and (iv) could not have been prevented or mitigated by such Party through the use of commercially reasonable efforts. Events that meet this criteria include, but are not necessarily limited to: earthquakes, hurricanes or other severe weather events or other natural disasters, flood, fire, war, terrorism, targeted cyberattacks, riots, acts of God, acts or failure to act or delay of governments (including, for avoidance of doubt, state and local government officials, customs officials and customs inspections delays, embargoes, sanctions, or denial, condition, suspension, delay or termination of any export control licenses or authorizations necessary for the claiming Party's performance), outbreaks of disease or infection, epidemics, pandemics, quarantines, national or local states of emergency, lockouts, strikes, or other labor

disputes or shortages, restraints or delays affecting transportation carriers, inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown, or power outage. (For the avoidance of doubt, a Force Majeure Event affecting performance of a Tecnatom supplier, subcontractor and/or licensor shall be considered as a Force Majeure Event affecting Tecnatom's performance.)

If Purchaser requests Tecnatom to take extraordinary measures to minimize the impacts of the Force Majeure Event, including but not limited to, changing personnel travel or equipment shipment basis, incurring supplier expediting costs, changing the staffing levels or work location, or other actions not planned in the original services scope or performance obligations, Tecnatom shall be entitled to compensation for the change in performance basis. In the event of a prolonged Force Majeure event, or where the continued performance is no longer commercially reasonable, Tecnatom shall have the right to suspend or terminate this Agreement. Tecnatom shall be compensated for all payments due up until the date of termination or suspension notice and any costs reasonably incurred for work performed beyond such date which are not otherwise due and payable under the terms of this Agreement but arise out of the Force Majeure event.

**This Force Majeure provision shall take precedence over any conflicting or inconsistent provisions in this Agreement.**

## 11. CHANGES

### A. Change Orders

Any changes to the Agreement price, schedule or scope of work (including the defined work performance basis or other bounding scope conditions), or changes to the applicable governmental laws and regulations existing at the effective date of this Agreement, shall entitle a Party to seek a Change Order. A Party seeking a Change Order must submit details of the requested change to the other Party in writing. Such change request shall include the basis for the change, including:

(1) the estimated schedule impact;
(2) the estimated price impact; and
(3) any other estimated impact that the requested change will have on performance or completion of this Agreement.

Promptly after receiving a written request for change and the estimated impacts, the Parties shall negotiate and agree in writing on the terms of such change (a "***Change Order***"). Neither Party shall be bound by any Change Order unless it is mutually agreed upon in writing.

### B. Disputed Changes

Tecnatom is not required to proceed with a requested change prior to the issuance of a mutually agreed upon Change Order, unless the process set forth in subsection C (Process for Proceeding Under a Disputed Chage) is followed.

### C. Process for Proceeding Under a Disputed Change

If the Parties cannot reach agreement on a Change Order in a timely manner, the following conditions shall apply:

i. Tecnatom shall proceed with the change in accordance with Purchaser's written instructions,

ii. Tecnatom shall submit an estimate of the change in price(s), schedule and/or other applicable contract conditions. The Tecnatom invoicing schedule for the price change(s) shall be

consistent with the payment schedule for the original Agreement scope, unless otherwise mutually agreed upon.

iii. Tecnatom invoices shall indicate the price change(s) on a separate line item from other invoice charges. Purchaser shall pay Tecnatom eighty percent (80%) of the price for the requested change(s), with the remaining twenty percent (20%) becoming due upon final resolution of the Change Order. In the event the final resolution results in a price change less than the eighty percent (80%) paid by Purchaser, Tecnatom shall issue a payment refund or credit against the next Agreement invoice within thirty (30) days of the date the mutual resolution.

iv. Either Party may proceed with the formal dispute resolution process, as defined in Article 20 (Dispute Resolution), if the disputed change provisions cannot be resolved in good faith commercial negotiations within sixty (60) days after the written change request.

## 12. LICENSES, PERMITS AND AUTHORIZATIONS

Purchaser shall be responsible for all dealings with any governmental authority or other third parties, including but not limited to obtaining, maintaining and paying for all licenses, permits and authorizations to enable for the delivery of the items to be furnished under this Agreement, except as may otherwise be specified in the offer. The obligation of Purchaser to pay for the items shall not in any manner be waived by the delay, the failure to secure or renew, or the cancellation of any required licenses, permits and authorizations.

## 13. COMPLIANCE WITH LAWS

### A. Compliance with Anti-Bribery and Anti-Corruption Laws

The Purchaser and its directors, officers and employees shall comply with and will take all necessary measures to ensure that their subcontractors, agents or other approved third parties subject to their control or determining influence, will comply with all applicable laws and regulations relating to anti-bribery, anti-corruption, fraud, kickbacks, or other similar anti-corruption law or regulation of the U.S., the U.K., the E.U., and any other relevant country, including but not limited to the Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. The Purchaser and its directors, officers and employees shall not offer, promise, give, or authorize someone to give anything of value, either directly or indirectly, to any officer or employee of any government, or any department or agency thereof (including government owned or controlled commercial enterprises), or to any political party or candidate for political office, any official of a public international agency or any person acting in an official capacity for any of the foregoing, or to a person related to or acting on behalf of the foregoing, or to any other person for the purpose of securing any improper advantage. The Purchaser and its directors, officers and employees shall not request, receive, accept, or agree to accept or receive anything of value from any person.

### B. Compliance with Export Control Laws

The Purchaser agrees not to disclose, transfer, export, or re-export, directly or indirectly, any and all Tecnatom furnished items, including but not limited to Information, technology, materials, equipment, spare parts, services, deliverables, training, training materials, software and other export controlled items furnished hereunder, or any direct products or technology resulting therefrom (collectively, "***Export Controlled Items***") to any country, natural person or entity, without prior written consent of Tecnatom and only in accordance with applicable export control and sanctions laws, regulations and restrictive measures of: (i) the United States (U.S.), including the U.S. Department of Energy export regulations of nuclear technology under 10 C.F.R. Part 810, the U.S. Nuclear Regulatory Commission export regulations under 10 C.F.R. Part 110, the U.S. Department of Commerce export regulations of commercial or dual use items

under 15 C.F.R. 730 et seq., and the U.S. Department of Treasury's sanctions programs and sanctions lists; (ii) the European Union (E.U.), including, EU 2021/821 and restrictive measures detailed in the E.U. Consolidated Financial Sanctions List ; (iii) the United Kingdom (U.K.); and (iv) other applicable governments; hereinafter collectively referred to as "***Applicable Export Laws and Sanctions Laws***".

Further, the Purchaser represents and warrants:

i. the Purchaser will not use the Export Controlled Items in any activity prohibited by 15 C.F.R. Part 744, including without limitation nuclear, chemical, or biological weapons proliferation activities, and

ii. the Purchaser will not disclose Export Controlled Items to any countries for which the governments of the U.S., E.U. or other applicable governments and international organizations maintain an embargo or to citizens or residents thereof if prohibited by such embargo, and

iii. the Purchaser and its personnel (including its employees, contractors, officers, directors and principal owners): (a) do not appear in any published lists of natural persons and entities whose export or import privileges have been denied or restricted in any way, which are maintained by the governments of the U.S., E.U., U.K., or other applicable countries or international organizations, including the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury (***OFAC***); and (b) are not a country, natural person, or entity with whom a U.S. person, or a natural person or entity subject to the jurisdiction of the U.S., E.U., U.K. or other applicable countries is otherwise prohibited from dealing with, as defined by the laws and regulations administered by OFAC, 31 C.F.R. Parts 500-598 or restrictive measures detailed in the Consolidated Financial Sanctions List (a "***Sanctions Target***"); and (c) are not directly or indirectly, owned or controlled by, or under common control with, or acting for the benefit of or on behalf of any Sanctions Target.

The Purchaser shall fully comply with all such Applicable Export Laws and Sanctions Laws with regard to the Export Controlled Items it receives hereunder and shall cooperate in good faith with the reasonable requests of Tecnatom made for purposes of its compliance with such Applicable Export Laws and Sanctions Laws, including submittal of End Use Certifications (to be provided upon request) as a condition to Tecnatom contract acceptance or performance when required by applicable government authorities. The Purchaser will insert similar provisions in any agreement it has for the furnishing to third parties or its clients of any Export Controlled Items; provided, however, that the Purchaser shall be solely responsible for its and such third parties' and clients' compliance with applicable requirements of Applicable Export Laws and Sanctions Laws. All claims, disputes, or other matters in question arising out of or relating in any way to the rights and obligations set forth in this Article with respect to Applicable Export Laws and Sanctions Laws of the United States shall be submitted exclusively to the United States District Court for the District of Columbia. This provision shall be specifically enforceable; and each party, hereby waiving personal service or process, irrevocably submits to and consents to the exclusive jurisdiction in the District of Columbia for purposes of any other party seeking or securing any legal and/or equitable relief hereunder

Notwithstanding any other provisions in this Agreement, the obligations set forth in this subsection (Compliance with Export Control Laws) shall be binding so long as the relevant Applicable Export Laws and Sanctions Laws are in effect.

**C. <u>Compliance with Anti-Boycott, Unfair Competition and Anti-Trust Laws</u>**

The Purchaser and its directors, officers and employees shall comply with and will take all necessary measures to ensure that their subcontractors, agents or other approved third parties subject to their control or determining influence will comply with all applicable laws and regulations that are designed or intended to prohibit, restrict or regulate actions having the purpose or restraint of trade effect, of monopolization, or lessening competition, or any similar law or regulation of the U.S., the U.K., the E.U., and any other relevant country, including but not limited to the Sherman Act, the Clayton Act, the Federal Trade Commission Act,

the U.K.'s Competition Act of 1998 and Enterprise Act of 2002, Article 101 and 102 of the E.U.'s Treaty on the Functioning of the European Union. The Purchaser and its directors, officers and employees shall not, either directly or indirectly, engage in any activity designed to provide or gain an unfair competitive advantage, engage in an illegal boycott, restrict or regulate freedom of trade, engage in illegal monopolization or price-fixing arrangements, or in any way design, facilitate, or participate in any unfair trade practices or boycotts.

**D. Data Protection**

Both parties agree to will comply with all requirements of applicable data protection legislation. To the extent that a Party will be receiving any Information that contains personal data, they will maintain appropriate administrative, physical, and technical safeguards. Those safeguards will include, but will not be limited to, measures designed to protect the unauthorized access to or disclosure of any Information that contains personal data

**E. Compliance with Laws Indemnity**

The Purchaser represents that it shall comply with all applicable laws of the U.S., the U.K., the E.U., and any other relevant country, including, but not limited to, data protection, anti-bribery and anti-corruption, export control, anti-boycott, unfair competition, and antitrust laws and regulations. The Purchaser shall support Tecnatom's activities to comply with all laws of all jurisdictions where it does business. The Purchaser shall indemnify Tecnatom against any liability, damage or expense (including defense costs) which Tecnatom may incur (whether based on negligence or any other cause whatsoever) arising out of or resulting from Purchaser's breach of this clause.

## 14. WASTE

Purchaser hereby retains all right, title and interest in, and full and unqualified responsibility and liability for all waste, including but not limited to radioactive, hazardous and other waste (hereinafter "***Waste***") resulting from the services to be performed by Tecnatom hereunder. Purchaser shall be identified as the generator of such Waste and shall have the ultimate responsibility for the transportation and disposal of all such Waste. Any commitment of Tecnatom stated in its offer to assist Purchaser by contracting for the transportation and disposal of the Waste resulting from the services shall be undertaken solely on behalf of Purchaser and under no circumstances shall Tecnatom be considered to be the generator of such Waste. Purchaser shall be identified as the generator of such Waste on all shipping documents and Waste disposal and/or transportation manifests. Purchaser shall release Tecnatom from and indemnify, hold harmless and defend Tecnatom and its affiliates, and their officers, directors, employees and agents from and against any and all loss, liability, including but not limited to liability for response costs, cleanup costs or similar costs under any federal or state statute, damage or injury to property, pollution or environmental contamination, personal illness, injury or death, fines, penalties, costs, claims demands and expenses (including costs of settlement and reasonable attorney's fees) (hereinafter "***Losses***") which may be caused by, arise out of, or in any manner be connected with the transportation and disposal of the Waste resulting from the services, including but not limited to any Losses based upon statute, regulation, strict liability, or Purchaser's violation of any law, rules, regulations, or orders or the negligence or willful acts or omissions of Purchaser agents, servants, contractors, or employees.

## 15. NUCLEAR PROVISIONS

(FOR NUCLEAR APPLICATIONS). Purchaser shall indemnify Tecnatom against any liability or expense (including defense costs) which Tecnatom may incur to any person or entity, (whether based on negligence or any other cause whatsoever) for injury, death or property damage, including loss, loss of use, or damage, whether on-Site or off-Site, arising out of or resulting from a Nuclear Incident. Purchaser waives and will furnish written evidence that its insurers waive all rights of recourse and subrogation against Tecnatom for

any injury, loss, damage, or loss of use of Purchaser's property or equipment wherever located, arising out of or resulting from a Nuclear Incident. If Purchaser is not the installation owner or operator, then Purchaser will cause the installation owner and/or operator to waive and furnish written evidence that their insurers waive all rights of recourse and subrogation against Tecnatom, for all such injury, death or property damage liability, and for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard. All such waivers shall be in a form acceptable to Tecnatom. Purchaser shall maintain or cause the installation owner and/or operator to maintain in force nuclear liability and all forms of property damage insurance, satisfactory to Tecnatom. Such insurance shall either name Tecnatom as an additional named insured or Tecnatom should otherwise be included under such policies as a covered insured. Purchaser shall furnish evidence that Tecnatom is fully protected against liability for a Nuclear Incident by national legislation in Purchaser's country and any required insurance or other equivalent financial protection. Tecnatom shall not be obligated to deliver the equipment or software and/or perform services until the insurance, indemnities, and waivers hereunder have been obtained and are in effect, with Tecnatom being a covered insured and such national legislation is in force. The protection afforded by the provisions of this Article shall be in effect until the nuclear installation is permanently decommissioned. In no event shall Tecnatom be considered, or Purchaser deems or represents Tecnatom as, the operator of a nuclear installation. Purchaser shall or shall cause installation owner and/or operator to take such steps as are necessary to assure that the installation owner and/or operator is designated by the appropriate governmental authorities of Purchaser's country as the operator of the nuclear installation. Purchaser shall, without cost to Tecnatom, perform any required health physics and decontamination to the extent necessary for Tecnatom to perform its contractual obligations. For the purposes of this Article (Nuclear Provisions), "**Tecnatom**" shall include Tecnatom (as defined in the first paragraph of this Agreement), its subsidiaries, affiliated and parent companies, and their employees and directors and suppliers of any tier thereof and their employees. Any terms used herein shall have meanings no less broad than those assigned to them by the Convention on Third-party Liability in the Field of Nuclear Energy, 29th July 1960 (Paris Convention), , as amended. This article shall prevail over any conflicting or inconsistent provisions in this Agreement.

## 16. SUBSEQUENT SALE OR TRANSFER

Except as otherwise provided herein, Purchaser may sell or transfer any item serviced or furnished hereunder (excluding software), provided that, prior to the sale or transfer, Purchaser shall obtain for Tecnatom written assurances from the buyer or transferee (as appropriate) that following the proposed sale or transfer the buyer or transferee (as appropriate) will provide for limitation of, and protection against, liability at least equivalent to that afforded Tecnatom and its suppliers, subcontractors and/or licensors of any tier under the provisions of this Agreement. Purchaser may not sell, transfer or sublicense any software provided hereunder without the prior written approval of Tecnatom, with such approval subject to a separate a separate license agreement among Tecnatom and the buyer, transferee, or sublicensee (as appropriate). Any sale or transfer made contrary to this Article (Subsequent Sale or Transfer) or in violation of any other provisions of this Agreement, shall make Purchaser the indemnitor of Tecnatom and its suppliers, subcontractors and/or licensors against any liabilities incurred in excess of those that would have been incurred had no such sale or transfer taken place.

## 17. LIMITATION OF LIABILITY

The remedies of Purchaser as set forth herein are exclusive and under no theory of recovery, whether based in contract, in tort (including negligence and strict liability), under warranty, or otherwise, will either Tecnatom or its suppliers, subcontractors and/or licensors of any tier be liable for: (A) any indirect, incidental, special or consequential damage whatsoever; damage to or loss of property or equipment; loss of profits or revenue; increased costs of any kind, including but not limited to capital cost, fuel cost and

cost of purchased or replacement power; or claims of customers of Purchaser; and (B) an aggregate liability exceeding the total price paid to Tecnatom under this Agreement.

Tecnatom's (and its suppliers', subcontractors' and/or licensors') liability for non-nuclear damage to Purchaser's property while performing work at Purchaser's site shall accrue to the above aggregate limitation of liability and shall be further limited to the extent of its negligence and shall in no event exceed the lesser of Purchaser's insurance deductible or one and a half million Euros (1,500,000). Purchaser waives any rights to recover for damage to its property from Tecnatom or its suppliers, subcontractors and/or licensors above such amount, including rights of subrogation, whether claims are brought in contract, tort (including for negligence and strict liability) or otherwise.

This Article (Limitation of Liability) shall prevail over any conflicting or inconsistent provisions in this Agreement.

## 18. SET OFFS

Purchaser shall not have the right to set off the amount of any claim against Tecnatom arising out of any transaction or occurrence not connected with the performance or breach of this Agreement against any liability or payment due and owing to Tecnatom under this Agreement and waives any right available to it under applicable laws.

## 19. ASSIGNMENT

Neither Party shall have the power to assign this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment without such prior written consent shall be null and void, provided, however, Tecnatom may assign this Agreement or any portion thereof to an entity in which Tecnatom holds a majority or controlling interest or which holds a majority or controlling interest in Tecnatom or which is majority held or controlled by the same parent entity.

## 20. DISPUTE RESOLUTION

### A. Dispute Notices

In the event of a dispute arising out of or related to this Agreement, either Party may initiate the procedures set forth in this Article (Dispute Resolution) by sending written notice of a dispute to the other Party ("***Notice of Dispute***"). The Parties shall use all commercially reasonable efforts to resolve disputes which may include discussions between senior level management representatives of each Party.

### B. Court Jurisdiction

If no such resolution is reached within sixty (60) days after either Party receives a Notice of Dispute, then upon written notice to the other Party, either Party may submit the dispute to the jurisdiction of the courts of the city of Madrid, for any and all legal proceedings that may be brought by a Party arising out of or related to this Agreement, including the resolution of disputes concerning the ownership of, the unauthorized use of or the unauthorized disclosure of a Party's industrial and intellectual property. By execution and delivery of this Agreement, each Party accepts, generally and unconditionally, the jurisdiction of the aforesaid court for legal proceedings arising out of or in connection with this Agreement.

### C. Waivers

Each Party hereby waives any right to stay or dismiss any action or proceeding under or in connection with this Agreement brought before the foregoing court on the basis of *forum non conveniens* or improper venue. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY

ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**D. <u>Breach of Industrial and Intellectual Property Rights</u>**

Purchaser acknowledges the value to Tecnatom of its industrial and intellectual property, software, and proprietary/confidential Information and agrees that irreparable harm may result to Tecnatom in the event of a breach of the subject articles of this Agreement for which money damages alone may be an inadequate remedy. In such event, Tecnatom shall have the right to revoke and terminate this Agreement and also shall have the right to seek a restraining order or other appropriate injunctive or equitable relief.

## 21. GOVERNING LAW

This Agreement shall be governed by the laws of Spain, without regard to its provisions for choice of laws or conflicts of laws and shall not be governed by the United Nations Convention for the International Sale of Goods.

## 22. SURVIVAL, MODIFICATION AND SEVERABILITY

The provisions of this Agreement that are intended to survive beyond its termination, including provisions regarding ownership, confidentiality, export control, compliance with laws, limitation of liability, indemnity, nuclear provisions, warranty, transfer and taxes, and the provisions applicable to the enforcement of the foregoing and/or the enforcement of rights and obligations incurred hereunder that are not fully discharged prior to the termination, expiration or cancellation of this Agreement shall survive termination, expiration or cancellation to the extent necessary to effect the intent of the Parties and/or enforce such rights and obligations.

No amendment, modification or alteration of these terms and conditions shall be binding unless the same shall be in writing and duly executed by the Parties. If any term or condition is under any circumstances deemed invalid, the remaining terms and conditions shall be construed with the invalid provision(s) deleted.