

**OBJECT**

1. These special purchase conditions for service providers (hereinafter, "**SPC**") are signed jointly and in addition to the general purchase conditions (hereinafter, "**GPC**" **GPC 006**) governing the supply of all types of products, materials and equipment (hereinafter, "**Products**") and/or the provision of all types of services (hereinafter, "**Services**") by any Product or Service Provider Contracting Party (hereinafter, "**Supplier**") to Gamesa Corporación Tecnológica S.A. and/or any company under its control (hereinafter, "**Buyer**").

2. By means of these **SPC**, the **Supplier** provider of Services acknowledges and agrees that the Contracting Party must be fully exempt and kept safe from all and any liabilities and contingencies, current or potential, including, with no limitation, those regarding labor, social security and tax matters, involving the business, material resources and human resources of the **Supplier** and the Economic Group to which it belongs. The immunity and exemption of the **Buyer** defined in this paragraph are of essence for the contracting of the **Supplier**.

**OBLIGATIONS OF THE CONTRACTED PARTY**

3. The **Supplier** must provide its **Services** and other obligations skillfully, using of care and diligence, respecting the deadlines and technical conditions as set forth by the **Buyer**.

4. Before the beginning of the **Services**, or exceptionally, within 30 (thirty) days after the beginning of the **Services**, under penalty of suspending the execution of **Services** and retention of payments, the Contracting Party must send a list of personnel stating the people who will perform the **Services**, as well as their qualification, incumbencies, responsibilities and other related data, requested by the **Buyer**.

5. The **Buyer** shall have the right to veto any person it understands as not qualified for the position appointed, as well as requesting an increase of personnel, including the hiring of new employees or outsourced personnel, if it understands the personnel allocated by the **Supplier** is either not qualitatively or quantitatively sufficient for the provision of the **Services**.

6. Without prejudice and in addition to the list of personnel, the **Supplier** shall provide the **Buyer** on a monthly basis, as a preceding condition to authorize any payment for Price, a list of the following documents:

- CND (Debt Clearance Certificate) Federal Revenue - Union Active Debt;
- FGTS CND (Debt Clearance Certificate);
- INSS CND (Debt Clearance Certificate);
- CND (Debt Clearance Certificate) related to STATE taxes, when applicable;
- CND (Debt Clearance Certificate) related to MUNICIPAL taxes, when applicable.
- Certificate of Release from Federal Taxes and Contributions;
- Proof of payment related to the INSS of the Service Provider and its outsourced parties;
- Copy of the GPS paid related to the employees involved in the execution of the **Services**; and
- Copy of the GFIP with the proof of delivery.

7. The **Supplier** must present the documents provided for in this clause, both related to its employees and the employees of its eventual outsourced companies related to the **Services**.

**GENERAL, LABOR AND WELFARE RESPONSIBILITIES OF THE CONTRACTED PARTY**

8. The **Supplier** shall be liable for all obligations due or related to the **Services** and for the employment of the personnel dedicated to the execution, especially, and not limited to the payment of all charges, expenses and tax, labor and welfare contributions, as well as health insurance plans and health, safety and environmental preservation taxes. The **Supplier** must prove, when requested by the **Buyer**, the payment of all taxes, charges, fees, tax contributions, social, labor, welfare, administrative charges and any other direct and indirect expenses owed due to the **Services**.

9. The **Supplier** is fully liable for all and any liabilities and damages that have been proved to be caused by its employees, partners and/or representatives in the execution of the **Services**, whether caused to the **Buyer** or to third parties, according to current legislation, not being exempted from answering to it, including regressively.

10. The **Supplier** shall be legally and contractually liable for eventual negligence, imprudence or malpractice by its employees, partners, collaborators, representatives, agents, outsourced parties and/or directors in the execution of the **Services** to which it has been contracted, and must comply with all the demands and legal deadlines inherent to the provision of the services.

11. Due to these **SPC**, under no circumstances or hypotheses there must be the assumption of eventual existence or the assumption of establishing, under any circumstances, any employment bond or obligation either related to labor or social security legislation between the partners, outsourced personnel and employees of the **Supplier** and the **Buyer**, nor will the **Buyer** be liable, under any circumstance, for the compliance, in whole or in part, of the social security and welfare obligations and charges from the **Supplier** and its partners, contracted personnel and employees, with no joint or subsidiary liability of the **Buyer** in relation to the **Supplier**, which hereby is fully and exclusively liable for such obligations, including, but not limited to, those of either civil and criminal nature.

12. The **Supplier** shall be responsible for all actions or omissions attributable to it on the execution of the **Services**, as well as for all administrative procedures and/or legal processes, whether regarding labor, social security, welfare, safety, civil or any other lawsuit that may be proposed against the **Buyer** and/or third parties by the employees or any outsourced or hired personnel from the **Supplier**, regardless of the moment they may be proposed, promptly replacing the **Buyer** in any administrative procedure and/or legal process due to the execution of the **Services**.

13. If the procedural replacement is not possible for any reason, the **Supplier**, within 2 (two) days from the receipt of the communication in writing by the **Buyer**, agrees to refund the latter for all and any expenses it may incur due to this clause, not limited to the value of the claim, expenses, legal fees, administrative sanctions, indemnifications, fines, refund to third parties, attorney's fees, as well as all expenses the **Buyer** may have due to the hiring of external attorneys.

14. **Buyer**, at its sole discretion, may withhold all and any payment or amounts owed to the **Supplier** due to the provision of the **Services**, under any hypothesis or threat of succession or solidarity, by the **Buyer**, of the liabilities and contingencies of the **Supplier**, its personnel and the personnel from its outsourced companies. This withholding shall prevail until the definitive decision (final decision) of the administrative or legal claim, or until the **Supplier** is definitively excluded from the dispute. If the **Buyer** is not excluded from the dispute and is requested to pay any values to agents, employees or former employees of the **Supplier** and/or its outsourced companies, the

**Buyer** shall compensate the values withheld and/or any values owed in the future to the Contracting Party, and the **Buyer** must refund the **Supplier** with the incidental values that may eventually exceed the amounts withheld and/or owed in the future.

**TAX LIABILITIES OF THE CONTRACTED PARTY**

15. The **Supplier** shall be the sole responsible for bearing the financial burden of the payment of taxes eventually falling on the **Services** to the related authorities.

16. The **Buyer** shall withhold the amount related to taxes that, under law, must be withheld upon the payment of values owed to the **Supplier**, so that it receives only the net value after the withholding of taxes. The **Supplier** shall be responsible for informing the **Buyer** regarding the obligation of withholding the taxes on the payments made.

17. The **Supplier** shall be responsible for refunding the **Buyer** in full for eventual losses that the latter might come to incur, due to the tax registrations made against it due to the non-compliance to the applicable legislation regarding the payment of taxes by the **Supplier** to the corresponding authorities.

18. The **Buyer**, at its sole discretion, can withhold values owed related to these **Services** when administratively or legally notified, until the definite decision of the administrative and/or legal authority, or until the **Supplier** is definitively excluded from the dispute. If the **Buyer** is not excluded from the dispute and is requested to pay any amounts, the **Buyer** shall compensate the withheld amounts and/or any amount owed in future to the **Supplier**, and the **Supplier** must refund the **Buyer** for the incidental amounts that may eventually exceed the amount withheld and/or owed in the future.

Date: ..... of ..... of 20 .....

Suppliers: .....

Address of the Contracted Party Headquarters: .....

Taxpayer number (CNPJ/MF): .....

Name of Authorized Signatory: .....

Passaport /ID n°: .....

Position: .....