

# ABENGOA T&I

## Annex 1. Flexible Payment Plan Enrollment Terms and Conditions

### Flexible Payments Plan (PPB-180/90 Payment Terms)

The Standard Payment Terms for all suppliers to Abengoa T&I, ULC ("AT&I") companies shall be as indicated in the following paragraphs.

1. AT&I and its co-parent, Abengoa S.A, and various Financial Institutions have developed this "Flexible Payments Plan," also known as PPB (Payment Per Bank.) Under this program, suppliers to AT&I agree that AT&I will assign the supplier's invoice to a paying Financial Institution and the various Financial Institutions will process all payments to suppliers on behalf of AT&I.
2. For suppliers to receive full payment(s) of their invoice(s), suppliers will only receive such full payment(s) directly from AT&I 180-days from the date their invoice(s) are approved for payment by AT&I.
3. Alternatively, suppliers may select an "Automatic Advance Payment" and suppliers will be paid by a Financial Institution at a discounted rate 90 days later of invoice date
4. All suppliers to AT&I are encouraged by AT&I to request payment (with a discount\*) from the Financial Institution as soon as it is practical following assignment by AT&I of the supplier's invoice to the Financial Institution for processing.
5. \*All invoice payments to suppliers under this "Automatic Advanced Payment" program will be discounted for payments made in less than 180-days from the date the invoice is assigned to the Financial Institution by AT&I. The discount is based on the actual timing of the payment and "prorated" from the 180-day full payment using the formulas provided by the various institutions.
6. This plan guarantees that suppliers may require this "Automatic Advance of Payment" and supplier agrees to accept the discount, without recourse, and without any further debit against AT&I.
7. Since this plan allows, on a non-recourse basis, the assignment of supplier's invoice to a paying Financial Institution, the supplier removes the risk of collection from AT&I and the supplier is guaranteed to receive full payment (at maturity of 180 days) or a fully discounted payment (with "Advanced Payments"). The supplier's credit that had been extended to AT&I becomes a credit with a Banking Institution and can be removed from the Suppliers "Accounts Receivable" thereby positively impacting the Supplier's Balance Sheet.
8. The Plan includes the direct deposit into the supplier's account, via ACH (Automated Clearing House), and/or via Wire Transfer, of the payments due to Supplier from the Financial Institution.

### Flexible Payment Plan Logistics

- Funds will be wired to the Suppliers normal bank account; a separate account is not required with another bank under this plan
- Every invoice is processed as quickly as possible
- In many cases, payments are automatically advanced and Supplier takes no further action (after the initial enrollment)
- With a few of the Financial Institutions, Supplier will have to specifically choose the option of payment timing when payment notification is received from the Financial Institution.
- Supplier may request, on individual invoices, that full payment (less a management fee) be processed by the Financial Institution in 180-days.

### Discounts applied (cost to the Supplier) include:

- A. Financial Institution's Management fee, ranging from 0.20% to 0.40% of invoice value. (This percentage can change at any time at the bank's discretion.)

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## B. Interest fee:

The current LIBOR applicable (London Interbank Offered Rate); 6 month (180 days) rate, plus (+) 2% - 3% (adjustable at the bank's discretion.)

- Interest fee (LIBOR plus 2 - 3%) is applied on the period discounted.
  - Period discounted when advanced payment is taken before 180 day cycle ends. (180 – X, where X = date the payment is processed by the bank.)

All supplier cost for the discount is the responsibility of the Supplier, and the Supplier agrees that no separate line item "adders" or additional invoicing to recover the discount is allowed.

It is anticipated that the typical management fee will be 0.20% and the typical interest rate will be Libor plus 2%.

## Invoicing

Invoices and related documents can be sent to Abengoa T&I by e-mail or by regular mail.

For invoice submittals by e-mail, they should be sent to the designated e-mail address showing in your contract or purchase order.

For invoice submittals by regular mail, an original plus one copy should be sent to the current corporate address of Abengoa T&I.

The Invoices issued by the Supplier must identify:

- Abengoa T&I as the party being billed
- The purchase order number and the cost center to which the Invoice is attributable
- The Milestone(s) or item numbers for which the invoice is issued
- The total amount of the Contract or Purchase Order
- The amount invoiced to date
- The amount pending invoicing

The invoice shall be accompanied by the following documents (collectively, the "Invoice Documents"):

- Milestone Certificate (if applicable) signed by Abengoa T&I Representative or delivery confirmation that items being invoiced have been received by Abengoa T&I
- Conditional lien waivers from Contractor and, if any, Subcontractors or second-tier suppliers for all Work being invoiced by Supplier to Abengoa T&I
- Greenhouse Gas Emissions report in the form provided in accordance with Annex 3
- Certificate from Contractor certifying the list of subcontractors and suppliers (if applicable)

## Flexible Payment Plan Logistics

- AT&I receives invoice from Supplier
- Invoice is entered into electronic system
- AT&I management approves invoice
- AT&I Accounting Department will select the specific Financial Institution for assignment of invoice, and the selection can change with each invoice
- AT&I electronically transfers a detailed "Order for Payment" to the Financial Institution

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- The Financial Institution action varies (depending on the specific institution):
  - Funds will be automatically transferred into the Supplier's account\* (based on previous instructions from Supplier), or
  - Financial Institution will contact Supplier to offer the option to elect advanced payments (with period discounts.)

\*Financial Institution will transfer the funds after deducting the management fees and period discounts detailed above.

## **Agreement**

The following pages "Flexible Payment Plan Enrollment Terms and Conditions" with the "Flexible Payment Plan Enrollment Form" must be executed for these Payment Terms to be in effect.

## **Please read this agreement carefully**

In this agreement, "I", "me", "my", "we", "us", "you", "your" and "our" refer to the individuals, businesses, companies, partnerships, corporations or parties who are the account owners, have an interest in the account and consent to be bound by the terms of this agreement. The following is a legally binding contract between you and Abengoa T&I, ULC (hereafter "AT&I"). This agreement governs the assignment of your invoices by AT&I to a paying financial institution chosen by AT&I at the discretion of AT&I for payment to you (Provider) on behalf of AT&I for the full and final settlement of the invoice(s). You agree that you will accept payment(s) in relation to settling your invoice(s) through the use of an Automated Clearing House (ACH) transaction, or a Wire Transfer, and you further understand that AT&I may elect to pay one or more of your settlements by Bank Check. Please note that this Payment Per Bank Agreement (PPB 180/90 Agreement) does not supersede or limit the terms and conditions that govern your Purchase Agreement(s) with AT&I.

## **Changes to the PPB Agreement**

The policies outlined below are not all-inclusive and may be subject to change. AT&I reserves the right to amend, change and revise the agreement at any time. AT&I will, at its option, deliver to you, electronically or otherwise, the amendments, changes or modifications to the amended agreement. Your continued acceptance of payments via this Agreement after the amended agreement is communicated constitutes your agreement to and acceptance of the amended agreement, regardless of whether you have actually read the amendment, changes or modifications.

## **Changes to the services offered**

AT&I reserves the right at any time, in its discretion and without prior notice to you, to change, revise, modify, add, upgrade, remove or discontinue this payment program or the specific manner, service or content of this program in whole or in part, including but not limited to, any data, information, or other content. AT&I may also impose limitations or restrictions on your ability to use any aspect or feature of the service without notice to you.

## **Consent to electronic and telephonic delivery of information**

By your acceptance of this agreement, you consent to the electronic delivery by AT&I to you and the electronic delivery to AT&I, of all information relating to your account and, in particular, to all necessary information relating to or affecting the transfer of funds electronically via this Agreement, including but not limited to, the delivery or receipt of banking information, and all information related thereto and any other information necessary to effect the requested transactions (the "information"). Your consent further authorizes AT&I to communicate such related information to you by e-mail or by other electronic methods where the information can be read and printed. You agree that this agreement constitutes notice or such intent to transfer information and other items of value. Your consent further authorizes AT&I to deliver a communication with respect to the transaction process to you by giving you an e-mail and/or a hyperlink to an address on the World Wide Web or to a third-party web site where additional communications may be found, and can be read and printed. Your consent further authorizes AT&I to deliver such a communication to you by sending you a notice by e-mail, mail, telephone, or facsimile transmission where it can be read and printed. You agree that such delivery shall be

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deemed effective delivery to you whether or not you access or review the communication. You understand that to receive electronic delivery of information may require Internet access by you and you understand that internet access may involve a cost, which cost is not to be assumed to be reimbursed or otherwise returned by AT&I.

Although you consent to electronic delivery of the financial information necessary to the referenced transaction(s), this consent in no way limits your rights to protect said financial information or to withdraw your consent and request conventional remittance of funds from AT&I for your account. You may withdraw or revoke your consent to electronic delivery of communications at any time, and likewise you may withdraw or revoke your consent to the transfer of funds into your account through ACH or Wire Transfer transaction process offered through AT&I. Following such withdrawal and/or revocation, you may, with sufficient notice require that AT&I remit to you all payments due through all conventional methods recognized by AT&I, including but not limited to, payment by bank check. Withdrawal or revocation of said consent does not affect the legal effectiveness or validity of any electronic communications provided and does not in any way effect the financial transaction(s) previously made and/or in progress while your consent was in effect. You further agree that your revocation or withdrawal of said consent can affect your ability to continue a business relationship with AT&I including, but not limited to, your ability to provide product and/or services to AT&I.

Unless AT&I receives notice, within thirty-days from the date of the anticipated transaction that the electronic transaction(s) referenced in this agreement was not delivered or received, AT&I may consider this lack of notice as acceptance that all funds or communications were delivered or received as requested.

If AT&I receives notice that the electronic funds and/or communication was not delivered, AT&I, may as a courtesy and if possible, attempt to contact you by telephone, facsimile or by e-mail. It is your responsibility to provide AT&I with current and valid contact information, including Bank Account numbers, Bank Routing Numbers, other banking information as required including your bank's telephone, facsimile and email address. Any communication or notice delivered by AT&I to the address of record of any one account owner of a joint account will constitute valid delivery or notice, as the case may be, to all owners of the joint account.

AT&I may, from time to time, deliver information verbally. You authorize AT&I to deliver information to you telephonically or by leaving messages on your answering machine or voice-mail system. Such communications shall be deemed delivered to you whether you actually receive them.

## **Notice**

By consent to this Agreement, you are providing direction to AT&I to communicate to others your personal and/or business information and your bank information for the express purpose(s) as explained in this agreement. You authorize AT&I to electronically deliver your information for the automatic completion and submission of the referenced transaction(s) and acknowledge that you will be bound by the terms of this agreement. Delivery of your information by you to AT&I for the automatic completion and submission of the referenced transaction does not guarantee the acceptance of the transaction by AT&I, by AT&I's financial institution(s) or by your financial institution.

## **Right of revocation**

You understand that your direction to AT&I to facilitate the referenced and recurring transactions, which recurring transactions are established at your direction, may be revoked and the recurring transactions discontinued at any time. To authorize and direct AT&I to complete the revocation of these recurring transactions, you understand and agree that you must communicate this revocation to AT&I in writing and said communication must specifically instruct AT&I to discontinue the recurring transactions offered under this Agreement.

## **Consent**

Your signature on the following "Flexible Payment Plan Enrollment Form" is your legal consent to these Terms and Conditions.

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Please complete, sign and return with the Purchase Order or Contract, upon your acceptance of our Flexible Payment Plan Terms and Conditions (PPB-180).

Supplier Information

Bank Information

- Name	- Name
- Address 1	- Address 1
- Address 2	- Address 2
- City	- City
- State/Zip	- State/Zip
- Tax ID	- Tax ID
- Email Address	- Email Address
- Phone	- Phone
- Email	- Email

Please check your choice of one of the two payment options below:

- Full payment directly by AT&I 180-days from the date invoice(s) are approved by AT&I for payment. (This is payment net 180 days and is not payment under this Flexible payment plan.)
- Automatic advance payment at a discounted rate by a Financial Institution assigned by AT&I 90 days after invoice approval.

Print Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Signature: \_\_\_\_\_

(Authorized agent for the Company)

By my signature, I certify that I am authorized to execute this document for myself or my company.

Date: d\_