



ENEL GROUP
GENERAL CONTRACT CONDITIONS

GENERAL PART

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1. SCOPE.

1.1. These Terms and Conditions of Contract (hereafter referred to as "General Conditions" or "General Part") regulate the contractual relationship between companies belonging to the ENEL Group (hereafter also referred to as "ENEL") and its Contractors (hereinafter jointly referred to as the "Parties") regarding the acquisition of materials, equipment, works and services.

1.2. The General Conditions are intended to form one document comprising of the present document and the Country Annexes. Whenever the Contract must be performed in a specific Country, the corresponding Country Annex shall be applied, as it provides the specific clauses applicable in the specific Country.

1.3. These conditions shall also apply, without prejudice to any other agreement to the contrary and taking into account the order of precedence set out in clause "INTERPRETATION AND HIERARCHY".

1.4. The Agreement (as defined below) refers to the Web page on which these general Conditions may be consulted, and copy in an electronic/hard copy format will be sent to those who do not have access to the Webpage and have requested.

1.5. Any exceptions to these General Conditions proposed by the Contractor shall be valid only if made in writing and accepted by ENEL; and shall only apply to the Contract it is related and will not be applied neither to any pending contract nor to any other contract that will be signed with the same Contractor.

2. DEFINITIONS.

The following definitions, among others, apply to this document:

- Contractor:** any individual or legal entity (even grouped) that execute with ENEL a contract for works, services and/or supplies.
- Electronic signature:** digital signing system which, where applicable and in accordance with the legislation of each Country, allows the verification of the identity of the signatories to the same extent of a certified handwritten signature, and which certifies any communication sent by the given signatory and the source and integrity of a given electronic document or a set of electronic documents.
- Economic guarantee:** set of document that the Contractor delivers to ENEL concerning the economic guarantee the former has to provide in favour of the latter for the exact fulfilment of all contractual and other obligations.
- Final Receipt Document:** document (e.g. a report) confirming the final receipt and acceptance of purchased materials or equipment, the works or services and the expiration of the Warranty Period.
- Global Procurement Portal (PortalOne):** ENEL Portal which Contractors can access in order to operate with ENEL on-line.
- Provisional Receipt Document:** document (e.g. a report) which records:
 - 1) the successful outcome of inspection and testing activities in regard to particular equipment or material received from ENEL; this document also records any necessary modifications or corrections of deficiencies that are found during the inspection and testing or
 - 2) the successful outcome of a works progress examination, the exact performance or completed correction of the service, and compliance with technical standards and contractual clauses relating to the various phases of activities under the Contract.
- Subcontract:** contract with which the Contractor entrusts the performance of contractual services to third parties.
- Taxes:** any taxes, duties, or any other charge in general, as determined and levied by the relevant authority/local laws applicable to an individual Contract in accordance with current regulations.
- Contract:** the set of all contractual documents as specified below, that regulate, in writing, the obligations of the Parties and the acquisition of materials or equipment and/or the performance of a given works or the provision of a given service:
 - 1. **Agreement (or "Lettera d'Ordine" in Annex Italia, or "Cuerpo principal del Contrato" in the Brazil, Chile, Colombia, Spain, Peru, Portugal Annexes, or "Acuerdo Comercial" in México, Guatemala, Costa Rica and Panama):** the document that includes the name and identifying data of the Parties, specifies the scope and the duration of the Contract that provides the economic, administrative and regulatory terms and that lists and refers to all of contractual documents that form the Contract.
 - 2. **Particular Conditions:** a document that provides the specific terms applicable to a given Contract;
 - 3. **Technical-Economic documents:**
 - **Technical Specifications:** the document that contains the technical requirements related to the Contract;
 - **Consideration or Price List:** the document that provides the economic consideration to be paid for the specific services rendered by the Contractor, which may be grouped per category;
 - **Any additional documents:** other documents related to a specific Contract (e.g. description of the works and interventions; graphic and descriptive design print-outs; time schedule, etc.).



4. **HSE Terms:** the document that governs the Parties obligations in connection with health, safety and environment matters of the Contract. The HSE Terms is available on the ENEL Global Procurement Web page.

5. **General Conditions:** this document as supplemented by the relevant Country Annex (containing the specific clauses applicable to the Contract in each Country).

Warranty Period: period of time for the duration of which the Contractor has to ensure the proper functioning of the products/works, or that the products/works are flawless and fit for their use.

3. LANGUAGE.

3.1. The original version of this General Part is in english. The original version of each Country Annex is in the language indicated in the relevant Country Annex. The original version of the remaining contractual documents shall be that indicated in the Agreement or in each of the contractual documents.

3.2. Notwithstanding the foregoing, any amendment or supplement to the Contract shall be made in writing.

4. EXECUTION.

4.1. The Contract is executed through each Parties' signing. by signing the Contract given an electronic signature - the Contractor declares its full and unconditional acceptance of the same.

4.2. The Contract shall not be automatically renew neither tacitly extended. Any additions and/or subsequent additional contractual terms, or deletions of contractual clauses provided in a given Contract, do not have any validity in terms of amendment of General Conditions and are limited to the given Contract.

4.3. In case of agreements executed by ENEL with the Contractor for the benefit of two or more companies belonging to the ENEL Group, the Contract shall be considered as executed by and between the given companies of the ENEL Group that will actually be receiving the service, the works or the supply and the Contractor or its subsidiaries or associated companies or permanent organisations located in the same Country as the ENEL Group company.

5. INTERPRETATION AND HIERARCHY.

5.1. In the case of conflict or incompatibility among the contractual documents of the Contract, the priority and precedence shall be determined according to the following order:

1. **Agreement;**
2. **Particular Conditions** (if present);
3. **Technical-Economic documents** (Technical Specifications, Consideration List or Price List, any additional documents);
4. **HSE Terms** (the document that governs the Parties obligations in connection with health, safety and environment matters of the Contract).
5. **General Conditions.** The General Conditions are intended to form a single document comprising of the present General Part and the applicable Country Annex. In the case of conflict between the General Part and the Country Annex, the Country Annex will prevail.

5.2. In any case, should a conflict arise between the contractual documents and mandatory provisions of the applicable law, the mandatory provisions of the applicable law shall prevail.

5.3. Without prejudice to clause "APPLICABLE LAW", should any doubts and/or conflicts arise on the Interpretation of a Contract, it shall be amicably resolved by the Parties, in accordance with the subject matter and purpose of the Contract and in compliance with the same Contract.

5.4. In the event of discrepancies between the original version of the present General Part, drafted in English and its translations into other languages, the original version in English shall prevail. In the event of discrepancies between the original version of a Country Annex and its translations into other languages, the original version in the official language of the given Country shall prevail .

5.5. It shall not be held that a Party has waived any right, power or claim provided in the Contract unless such waiver is explicitly declared in writing to the other Party. The waiver of a right, power or claim shall not imply a waiver of any future right, power and claim even if the latters are of the same nature of the former.

5.6. In the event of any provision of the Contract being held invalid, such invalidity shall not affect the remaining provisions of the Contract, which may be applied without the invalid provision being in forec. The Parties, taking into account the cope of the Contract and by a mutual agreement, shall seek to amend the invalid provision in such a way that it complies with its original purpose as much as possible.



6. COMMUNICATIONS.

6.1. Any communications between the Parties shall be made in writing, at the location or address and in the manner stated in the Contract. The Parties undertake to promptly report each other any change of location and address. In the absence of such report, communications shall be deemed effective if sent in the agreed manner to the addresses referred to in the Contract.

6.2. ENEL reserves the right to use electronic procedures for the exchange of documents relating to the Contract. Unless otherwise agreed in the Contract, electronic means of communication may be used, provided that they allow the tracking of any communication.

6.3. The Contractor shall abide by and promptly give effect to all communications it receives from ENEL, without any further formalities.

7. ECONOMIC CONDITIONS.

7.1. Price.

7.1.1. The price of the Contract is the consideration agreed for the acquisition of materials and/or equipment and/or for the performance of works or services, and it takes into account the total value of the Contract. It includes everything necessary for the full performance of the contractual services, and everything that has to be provided or performed by the Contractor, including all costs or charges saved what is due for services and items that have been explicitly excluded and the taxes imposed by the applicable legislation.

7.1.2. All prices shall be listed in the Contract in the manner provided for therein.

7.2. Modification of Prices.

7.2.1. The prices are fixed and invariable. A price change may occur if provided in the Contract and/or required by the applicable law.

7.3. Invoicing.

7.3.1. Invoices shall be valid and ENEL shall accept them only if they contain all information required by the Contract and by the applicable regulations, and only if the activities referred thereof are have been duly carried out. Invoices not referring to the specific Contract number shall neither be accepted nor considered for purpose related to the date of their receipt. Even if the Contract provides the payment of invoices in different currencies, any single invoice must be issued under a single currency.

7.3.2. ENEL may return to the Contractor invoices that:

1. are not reporting information or data that are required by the Contract and/or the applicable law;
2. compute that have not been authorised by ENEL;
3. are issued in a currency other than that provided in the Contract.

In case of return of an invoice, ENEL shall specify the grounds for returning invoices. The return an invoice excludes the original receipt date of their same. Unless otherwise agreed in the Contract, all invoices and, where applicable, the mandatory attached documentation shall be sent to the address provided in the Contract.

7.3.3. Invoicing may be carried out as follows:

A. Using ENEL'S Electronic system (Procurement Portal):

- The Contractor, under the terms and conditions set forth in the Contract, and after having obtained the necessary authorisation to invoice from ENEL (invoices shall report the quantities supplied and/or the services provided in the amount corresponding to the one invoiced) amount indicated therein), shall issue the relevant invoices.
- Upon receipt of the authorisation to invoice from ENEL and in accordance with contractual provision, the Contractor shall send the invoices, which have to include all data required by mandatory applicable laws, by using an Electronic systems (e.g. EDI) that ensure the authenticity and integrity of the information provided in the invoices.
- In accordance with the law on electronic invoicing, the Contractor may send ENEL invoices issued in an electronic format. This method ensures the integrity of the data thereof and the univocal attribution of the document to the issuer.

B. Without using Electronic systems:

- In the event of electronic systems being not available and/or applicable legislation not allowing electronic submission and electronic invoicing, the Contractor, in compliance with the terms and conditions set forth in the Contract, after having obtained the necessary authorisation to invoice from ENEL (invoices shall report the quantities supplied and/or the services provided in the amount corresponding to the one invoiced) shall issue the relevant invoice, and send the original to the invoicing address indicated in the Contract.



- In the case referred to under sub-clause 4.3, in case the works/services/supplies are performed by a subsidiary of the Contractor or by an associated company or by permanent establishment of the same in the given Country the ENEL Group companies are established, the invoicing must be provided directly by its subsidiaries or its subsidiary, its associated company or its permanent establishment in the same Country in which the ENEL Group company is located.

7.4. Payment Conditions.

7.4.1. All payments shall be made by ENEL by bank wire transfer, in the manner and within the time limits set out in the Contract.

7.4.2. To this end, the Contractor undertakes to communicate to ENEL all necessary bank data. The Contractor has the obligation to promptly report to ENEL any changes to its fiscal and general data (such as: VAT number, address, company name, etc.) and any change of ownership/corporate shareholding. Failure to communicate the above information may result in the suspension of payments of invoices that contain data that are not up to date.

7.4.3. Exceptionally, ENEL may accept other legitimate and valid means of payment, in accordance with the law applicable to the relevant Contract.

7.4.4. The payment of the invoiced amount(s) shall not imply that ENEL has acknowledged that the Contract to has been properly performed by the Contractor or that ENEL has waived its rights and claims against the Contractor, as any payment is made without prejudice to any future right or claim.

7.4.3. ENEL may, if allowed by the applicable law and if provided in the Contract, withhold or suspend payments due to the Contractor, even if they are due and payable.

7.4.4. In case of a delayed payment by ENEL, if such a delay is imputable to ENEL, default interest shall be payable to the Contractor in accordance with the provisions of the Contract and with the applicable law.

7.5. Payments deferment.

7.5.1. Without prejudice to clause 7.4 "PAYMENT CONDITIONS", ENEL reserves the right to propose a deferment of the payment to the Contractor. The Contractor has the right to accept or refuse the above-mentioned deferment proposal.

7.5.2. In the event of the Parties agreeing to defer the payment's terms:

- Regardless of the provisions in the General Conditions/applicable Country Annex, the new terms and conditions of payment agreed between the Parties and indicated in the Contract shall prevail;
- ENEL will pay the Contractor a deferral charge in an amount calculated on the basis of a market reference rate (e.g. US Libor, Euribor) recorded on the day of issue of the relevant, deferred invoice plus a spread for the days between the due date originally stated in the General Conditions/ applicable Country Annex and the agreed deferred due date.

7.5.3. Deferral charges, determined as above, will be paid by ENEL at the same time and in top of the amount due pursuant to the deferred the invoice. It is understood that in the event of a delayed payment also in respect of the agreed deferred due date, ENEL shall pay default interests, as stated in the General Conditions/ applicable Country Annex.

8. TAX.

8.1. While paying Contractors for goods/works/services received, ENEL shall apply a withholding in accordance with tax and welfare contributions legislation (with fiscal effect) applicable in the Contractor's Country of residence and/or pursuant to any other law applicable to the Contract.

8.2. The Parties mutually undertake to fulfil all obligations, to deal with all the paperwork and to deliver all documents necessary for the proper payment of taxes, including withholdings and other legal obligations applicable to the Contractor, in compliance with the procedures set forth by the applicable law. Similarly, the Parties undertake to cooperate in order to obtain exemptions or other tax benefits applicable to the Contract. If, due to a lack of diligence or any other cause imputable to the Contractor, ENEL loses an entitlement to a tax benefit, it may discount the amount of the tax benefit it has not been able to take advantage of from the amount due to the Contractor.

8.3. Should treaty between the Contractor's Country of residence and the Country of residence of the relevant ENEL Group company be in force in relation to the avoidance of double taxation, and the Contractor claims the application of the provisions of such a treaty, the Contractor must provide ENEL with its certificate of tax residency (or any other declaration/certificate necessary for the application of provision against double taxation) for the purposes of classification of the nature of the income under the treaty against the double taxation, the Contractor shall take into account the interpretation in force in the Country in which the ENEL Group company is located. This certificate is, generally, valid for one year, unless the legislation of the Country in which the ENEL Group company is located establishes a shorter period. In any case, when upon expiration of the validity of each certificate, the Contractor shall submit another valid certificate.

8.4. If ENEL is required to make deductions from payments due to the Contractor, upon request from the latter, ENEL shall issue a certificate referred the deductions applied and more specifically to the amounts paid and to the amounts withheld.



8.5. If materials or equipment are sent from abroad, the taxes shall be paid as follows:

- a) The Contractor shall pay all taxes and charges applicable to goods in the countries of origination of those goods and those applicable in the countries through which said goods have transited until final delivery, plus all the taxes charged in the Country of destination which are payable as a consequence of to the economic benefits obtained from selling them.
- b) The Contractor shall also pay the expenses and import taxes or equivalent in the Country of destination, as well as other official customs charges on the imported materials and/or equipment, unless otherwise agreed with ENEL.

8.6. Taxes on national materials or equipment shall be paid either by ENEL or by the Contractor, according to the provisions of the applicable law.

9. PERFORMANCE.

9.1. Introduction.

9.1.1. The Contractor, if required by the Contract, shall be obliged to appoint and maintain, throughout the performance of its activities pursuant to the Contract, one or more representatives with full authority to discuss technical and economic matters, with particular reference to safety and occupational health, work-related social obligations and respect for the environment.

9.1.2. ENEL reserves the right, during the performance of the Contract, to object said representative(s) for cause. In such a case, the Contractor shall be obliged to appoint a different the representative(s) within ten (10) working days, unless otherwise provided in the Contract.

9.1.3. ENEL undertakes to provide, upon request of the Contractor, all necessary information for the performance of the activities covered by the Contract. If the data provided by ENEL is insufficient or incomplete, the Contractor undertakes to request missing information in good time.

9.1.4. ENEL has the right to check and verify the performance of the Contractor of all obligations under the Contract and in compliance with all instructions issued by ENEL, the proper and timely performance by the Contractor of all activities necessary for the fulfilment of the Contract in accordance with the terms and conditions set forth in the same Contract.

9.1.5. Without prejudice to its right to terminate the Contract, if ENEL, at the outcome of said checks and inspections, in any manner and at its sole discretion, determines that the Contractor has operated in breach in the exact performance of the Contract - also by making only errors or inaccuracies – the Contractor shall remedy the deficiencies at its own expense; no contractual deadline will be postponed while the Contractor remedies its deficiencies.

9.1.6. Unless otherwise agreed, ENEL personnel and/or third parties designated for that purpose at ENEL discretion, shall be given access to the Contractor's workshops or warehouses and/or those of any Subcontractor, in order to verify the manufacturing, and testing phases and be informed about the processing cycles, as well as to verify the performance of the works or services, and the materials used by the Contractor. It is agreed that any such access, as well as any observations thereof, shall not in any way constitute an interference and/or a limitation of the autonomy of the Contractor in the performance of contractual activities.

9.1.7. ENEL reserves the right to request to the Contractor, at any time, the anticipation of all or part of the performance object of the Contract and the right to evaluate a possible recognition of an economic bonus. ENEL may request the anticipation with a specific written request and the Contractor will communicate, always in writing his agreement, expressly accepting the new deadline requested by ENEL. It is understood that the Enel request to anticipate does not produce an automatic recognition of the economic bonus, even though specifically accepted by Contractor. The recognition of the economic bonus, to the extent indicated in the contract, remain subject to the specific acceptance of Enel and subject to the aforementioned anticipation is carried out by the Contractor in full compliance with all its legal and contractual obligations, especially in the field of work, health and safety. No bonus can be recognized if penalties have been applied to the Contractor during the execution of the contract.

9.2. Inspection, tests and/or verification (testing).

9.2.1. If the Contract provides for the implementation of inspections, testing and/or checks they shall be performed as follows. Without prejudice to ENEL's right to inspections the Contractor is obliged to carry out, at its own cost, all tests and inspections agreed upon that need to be carried out in accordance with the applicable standards and administrative regulations, or those generally applied. The Contractor shall communicate in writing to ENEL the date on which these activities will be carried out, with a minimum ten (10) days in advance notice. Similarly, the Contractor shall communicate the results of the tests or checks carried out and recorded in the relevant certificates or protocols to ENEL, even if they were carried out in the presence of ENEL inspectors or representatives.

9.2.2. The Contractor may not begin any manufacturing, construction or assembly phases, or ship materials, before the inspections and the testing have been successfully completed, where preventive inspections and testing are required, nor before having obtained a written authorisation from ENEL, after the completion of the testing, or prior to the elapse of a ten (10) day period from the notification of inspection and testing by the Contractor without ENEL having issued any order to the contrary.

9.2.3. ENEL may carry out tests or inspections in addition to those provided for in the Contract, if it deems it to be necessary. If these tests are successful, any additional costs shall be borne by ENEL; if they are unsuccessful, the additional costs shall be borne by the Contractor.



9.2.4. The successful outcome of any inspections, tests or checks, neither imply that the scope of the Contract has been fully implemented with and approved by ENEL, nor it exonerate the Contractor from any liability.

9.2.5. Failure by ENEL to make any complaint about the performance of the contractual services, even after the inspections and tests above, shall not constitute any limitation to the Contractor's liability if it ultimately fails to fulfil its contractual obligations, even if such a failure is ascertained at a later date.

9.2.6. If the results of inspections or testing or checks that are carried out show any breaches of the provisions of the Contract, ENEL shall require the replacement or restoration of the equipment or works, at the Contractor's expense and at no cost for ENEL. If ENEL requires the replacement of certain materials they will have to be clearly identified and the Contractor shall not be able to use them in the following performance of the contractual activities.

9.2.7. The duration and methods for carrying out inspections, testing and checks shall in no case be invoked by the Contractor as a reason or justification for deferring the delivery date provided in the Contract.

9.3. Conditions for delivery and receipt.

9.3.1. Introduction.

9.3.1.1. Deliveries, including partial deliveries, must be made on the dates or by the deadlines specified in the Contract.

9.3.1.2. If a strict deadline is not indicated in the Contract and only a term for completion, or delivery is established, such a term shall run from the date the Contractor begins the performance of the contractual activities or from the date the Contract was executed .

9.3.1.3. The advance of the completion date or the reduction of the contractual term are admitted only upon explicit consent by ENEL. In such a case, the aforementioned authorisation shall not determine an earlier payment from ENEL of all or part of the given consideration.

9.3.1.4. The completion date or the term for completion may not be postponed nor extended, unless for reasons imputable to ENEL or a consequence of force majeure.

9.3.1.5. The Contractor is obliged, at its own expense, to implement any mean to make up for, as much as possible, for any delay on the contractual deadlines and terms, even when the delay is justified.

9.3.2. Materials and/or equipment.

9.3.2.1. If provided in the Contract, the Contractor shall send ENEL, fairly in advance, a specific communication prior to perfect delivery of the materials/equipment. Similarly, the Contractor agrees to immediately notify ENEL of any circumstances which alter the agreed delivery deadlines.

9.3.2.2. Unless otherwise provided for in the Contract, terms such as ownership, insurance, etc., shall be interpreted in accordance with Incoterms.

9.3.2.3. The delivery of materials and equipment shall be carried out to the location specified in the Contract.

9.3.2.4. All equipment and materials shall be properly identified, accompanied by proper information and labelled for their correct and easy acceptance at destination and by a receipt that shall include the information specified in the Contract.

9.3.2.5. Transport to destination and unloading shall take place under the responsibility of the Contractor, also in accordance with clause "INSURANCE". If the type of material requires it the Contractor shall obtain from the competent authorities transit permits, licenses, authorisations or police protection in order to transport the materials and it shall bear all costs related to any work this may entail, such as: transit deviations, bridge buttresses, signs, etc.

9.3.2.6. The Contractor shall insure the transportation of goods with a good standing insurance company.

9.3.2.7. The signing of receipts, shipping documents or evidence of transmission shall not affect the acceptance of the quantities or quality specified for the materials received.

9.3.2.8. ENEL, while considering that the delivery deadlines have been met reserves the right to delay any shipment of materials or equipment. In such a case, the Contractor shall be responsible for all costs of storage and insurance for the period defined in the Contract. Should the delay in shipment be prolonged, the Parties shall, by mutual agreement, establish the amount of compensation for the additional costs of storage and insurance.

9.3.2.9. Once ENEL receives the material or equipment, a Provisional Receipt Document shall be prepared which indicates the positive outcomes of testing or inspections and final acknowledgement, or highlights the rectification or correction methods applied to remedy the defects identified. If no final tests and/or checks are required, delivery of the materials and equipment by the Contractor is formalised by the approval of its receipt by ENEL.

9.3.2.10. The Contractor may not - under any circumstances and, therefore, even in the event of disputes - suspend or slow down the performance of contractual activities .

9.3.2.11 If the above mentioned obligations are breached, ENEL reserves the right to terminate the Contract, without prejudice to its full right to compensation for any damages it has suffered.

9.3.3. Similar Works and/or Services.



9.3.3.1. The Contractor shall inform ENEL, fairly in advance, of the final date of completion of the works, so that the date and time of the works to be completed can be established. ENEL shall reply as soon as possible, and not later than 30 days from being notified. On the date agreed by the Parties for the formalisation of the works completion Provisional Receipt Document, the status of the works or service shall be examined, in the presence of the Contractor's representative to determine whether they comply with the Contract's requirements.

9.3.3.2. This Provisional Receipt is completed when specific tests have been satisfactorily carried out and the good condition of the works or services required by the Contract have been proven. This document must be signed by both Parties.

9.3.3.3. If the examination of the works or service does not show a satisfactory result or the testing displays negative results, ENEL, as an alternative to Contract termination, may draw up a document (e.g. a report) in which it shall point out the defects and the term for the Contractor to correct them. Once this the term has elapsed, additional checks shall be carried out, and if successful, a document certifying the completion of the works shall be drawn up (e.g. a report). In case of negative outcome of the checks, a new document shall be produced (e.g. a report) with an indication of the defects identified, and ENEL may choose to terminate the Contract or to grant the Contractor new deadline to correct the defects.

9.3.3.4. The aforesaid deadlines granted to the Contractor to remedy the defects identified shall not be considered an extension to the terms of the Contract and therefore, the Contractor shall be held liable for penalties and/or compensation for damages .

9.3.3.5. If the Contractor considers it necessary to express its disagreement on certain technical or financial aspects, it must ensure they are included in the document (e.g. a report) drawn up by ENEL, specifying the reasons for these disagreements. Any disagreements shall be settled in the manner specified in the Contract.

9.3.3.6. After the warranty period expires, the Contractor shall notify ENEL of said expiration and request the final acceptance. Following this request, ENEL shall inform the Contractor of the final acceptance date. final acceptance must take place within the period referred to in the Contract.

9.3.3.7. On the date agreed by the Parties for the final acceptance, the status of the works or service shall be verified in the Contractor's presence, and the fulfilment of the required conditions shall be verified by carrying out the necessary tests.

9.3.3.8. ENEL shall show its approval by drafting the specific Final Receipt Document (e.g. final acceptance report), to be signed by both Parties, and which shall certify the full performance by the Contractor of its obligations. The above-mentioned document produced by ENEL shall be valid in any case, as if it was also signed by the Contractor, even when the latter, despite having been informed is not present.

9.3.3.9. If the Contractor considers it necessary to express its disagreement on certain technical or economic issues these must be included in the document drawn up by ENEL, including the reasons for such disagreement.

9.4. Changes to contractual terms.

The activities covered by the Contract shall be carried out in accordance with the terms specified in the Contract. Any postponement of the contractual terms must be agreed in writing by ENEL and the Contractor.

9.5. Transfer of ownership and risk.

9.5.1. Materials and/or Equipment.

9.5.1.1 Unless otherwise provided in the Contract the materials, properly packed in accordance with the Contract, shall be deemed to all intents and purposes to be the property of ENEL upon receipt at the location and under the agreed conditions and/or at ENEL warehouses, offices and/or plants. It is agreed that, unless otherwise provided the unloading shall be carried out under the Contractor's responsibility and at its expense.

9.5.1.1 Notwithstanding the above the Contractor authorises ENEL to take possession of the materials and equipment, in whole or in part, as soon as they become part of works or are in placed an installation owned by ENEL, and to use the min a ENEL'S works or installations, unless such authorisation is limited by ENEL for justified reasons. Where such authorisation is given, ENEL may use or include the materials and equipment in its development processes and may make use of the results of these processes. In any case the Contractor, up to the time the risk is transferred to ENEL, must have an insurance in place with adequate coverage for the materials and equipment, even if they are already in the possession of and used by ENEL.

9.5.2. Works.

9.5.2.1. The outcome of the contractual works shall be owned by ENEL upon execution of the Provisional Receipt Document.

9.5.2.2. Without prejudice to the rights of the State or third parties, ENEL reserves the possession and ownership of all discoveries made during excavations and demolitions that take place on its own land, as well as of all usable mineral substances. In such a case, the Contractor shall take all necessary precautions or the precautions that shall be indicated by ENEL. ENEL shall pay the Contractor for any additional activities and/or additional costs that may arise and, if necessary, grant an extension of the period of performance.

9.5.2.3. Without prejudice to the provisions of the preceding sub-clauses, ENEL reserves the right, at any time, to require the Contractor, who shall be obliged to comply, unless there is a justified reason not to, to transfer ownership of the works, installations, materials and equipment existing on the site. In this case, the Contractor may continue to carry out the works and shall continue to be liable for installation risks until the Final Receipt Document is completed.

9.5.2.4. In any case, until the transfer of ownership to ENEL is perfected, the Contractor must be insured, with adequate coverage, even if the materials, as well as any other results of the works the Contract concerns, are already owned and used by ENEL.



9.5.3 Quality.

In the Contract performance, the Contractor guarantees that the quality of goods, services and works object of the contract, fully satisfy the purpose pursued by the Parties upon the signing of the Contract itself. The Contractor guarantees in the contract performance the compliance with the quality requirements indicated in the technical documents part of the Contract itself and he is responsible for maintaining commercially acceptable quality control standards in the production of a product or in the performance of the service or work, including production standards required by any local government entity and good manufacturing practices.

10. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING.

10.1. The Contractor must perform the contractual activities on its own. The assignment to Contract to a third party is allowed only upon ENEL explicit authorization and, in compliance with any applicable law. Provided above, all contractual activities can be subcontracted to the extent allowed by the relevant Country legislation.

10.2. With regard to works, services and supplies, the Contractor can subcontract up to the percentage of 30% of the total amount of the Contract/agreement, except other limit directly indicated in the contract/Agreement.

10.3. A self-employed worker is deemed as a Subcontractor.

10.4. Taking into account national legislation, the subcontracting is regulated as follows:

- while bidding for the Contract, the competitors have indicate, also in case of variations, the works/part of works or the services or supplies/part of services or supplies that are object of the subcontracting;
- he subcontracting agreement is filed with to ENEL before the effective start of;
- upon filing of subcontracting agreement to ENEL, the main Contractor has to transmit to ENEL the certification proving that the Subcontractor meets all the requirements for the perfection of the subcontracted activities along with a declaration that states the compliance with general requirements stipulated by the national legislation;
- only one round of subcontracting is permitted; therefore subcontracted activities may not be executed or performed using any further level of subcontracting, unless required by local laws in a specific Country.

10.5. The Contractor pays the safety costs¹ related to the activities entrusted in subcontracting², to the Subcontractor without any reduction. ENEL checks the effective application of these provisions by means of a reference contact appointed for Contractor management and supervision.

10.6. The Contractor must act in compliance with the rules and with regulations on salaries that are established in the "collective work contracts" in force in the specific Country; if applicable in compliance with local regulations, the Contractor is jointly liable with the Subcontractors for the compliance with those rules and regulation and -as indicative and not exhaustive- with all its safety, salary, contributions and insurance obligations provided to the employees involved in the performance of the subcontracted activities.

10.7. In any case, the Contractor remains completely and exclusively liable towards ENEL for the due performance of the Contract. Any recourse to of Subcontractors neither exclude nor limit the obligations undertaken by the Contractor, who shall remain liable regarding ENEL for the performance of the Contract, as well as for the payment of compensation for damages to third parties.

11. ASSIGNMENT OF RIGHTS AND RECEIVABLES.

Unless otherwise agreed in the Contract, the Contractor shall not assign or transfer to third parties, in whole or in part, the rights or claims credit arising out of the Contract, nor can he carry out any other activities which result in any change, for any reason, to all or part of the above-mentioned rights.

12. THE CONTRACTOR'S OBLIGATIONS.

12.1. The Contractor is fully responsible for everything that is necessary to execute the contractual services, and in any case for everything that is indicated as its responsibility in the Contract, and in particular, for the following:

- o carrying out inspections, testing and checks required by the Contract and/or regulations applicable to the Contract, as well as all for all costs arising therefrom;
- o managing and obtaining visas, authorisations and licenses necessary for the performance of the Contract, except those that are under the responsibility of ENEL by provision of law;
- o organising its personnel, employed in various capacities in the performance of contractual activities, provided that at all times the Contractor's responsibility is clearly identified and separated from that of ENEL;
- o the appointment of a person in the Contractor's own organisation to act as ENEL'S referring individual during the performance of the Contract;

¹ Cost for the measures adopted to eliminate, or if not possible, to reduce health and safety risks caused by several works activities which interferewith each other.

² Where stipulated by the national legislation.



- o the labour required to perform the Contract with all its associated costs.

12.2. In case of foreign Contractors, and before the start of the works, the Contractor must ensure that "key people" (such as foreman, supervisor, site manager etc) are able to understand and communicate in the official language of the relevant Country or in that established in the Contract (both in writing and orally).

13. THE CONTRACTOR'S RESPONSIBILITIES.

13.1 The Contractor, under its sole responsibility, shall comply with the applicable law and regulations required by the relevant authorities in relation to the Contract.

13.2 The Contractor shall be liable for the proper fulfilment of its legal and fiscal obligations, as well as for its contractual responsibilities towards its contractors and Subcontractors.

13.3 If the Contractor is represented by of a group of two or more entities, each of them is jointly and severally obliged to comply with all provisions of the Contract and for the performance of the Contract in accordance with applicable legislation.

13.4 The Contractor is obliged to prevent any situation that could give rise to conflicts of interest and therefore must take all necessary measures for their prevention and identification, and it has to immediately inform ENEL of any conduct that may give rise to a conflict of interest.

13.5 The Contractor agrees to indemnify and hold ENEL harmless from any liability and prejudice arising out any claim or legal proceedings of any kind which are directly related to the Contract, both judicial and extrajudicial, arising from acts or omissions by the Contractor or its employees, representatives or Subcontractors.

13.6 The aforementioned indemnity includes any amount that ENEL would possibly have to pay both for expenses and costs of any kind as a result of claims or judicial summons; in any case, without prejudice to its right to defend itself. Failure by the Contractor to comply with this clause is considered a serious breach and shall entitle ENEL to terminate the Contract for breach of the Contractor.

14. THE CONTRACTOR'S WARRANTIES.

14.1. The Contractor shall warrant:

- a) the suitability, exclusive ownership and/or legitimate availability of all materials and/or equipment and that they are all free and clear from any lien;
- b) that all materials and equipment:
 - comply with the relevant legal requirements, specifications, standards as well as with the contractual provision ;
 - are free from visible or hidden defects;
 - are fit for their intended use;
 - are of the required quality level;
 - are not used;
- c) that the works comply with all contractual requirements and are in any case suitable for their intended use.

14.2. The warranty period for the materials and equipment, as well as the works/services and all other warranties provided, shall extend to the whole duration of for in the Contract.

14.3. The warranty shall not cover defects or failures that are caused by misuse or incorrect use by ENEL, except in cases where the misuse or incorrect use derives from the application of the incorrect or confusing content of manuals or instructions provided by the Contractor.

14.4. The warranty applies to defects in design, construction and hidden defects and to anything that is specified in the Contract. Pursuant to the warranty the Contractor is obliged to carry out, as soon as possible and at its own expense, any repairs or replacements that may be necessary, including the removal and transportation of defective parts. In particular, the Contractor undertakes to:

- a) replace, as soon as possible or in any case, within the timeframe set forth in the Contract, all materials and equipment that do not comply with the provisions or requirements thereof, and all those that are inadequate or of poor quality. Such materials and equipment shall remain in storage at ENEL's facilities until they are replaced, without prejudice to ENEL's right to use the rejected materials until they are replaced;
- b) fix, repair or replace equipment that has design, materials, labour, manufacturing, functioning or performance defects;
- c) replace all materials and equipment provided in the event of any defects in series, thereby justifying the solution adopted to prevent those defects being produced in the remaining materials or equipment that need to be supplied. A series defect is considered to exist when the percentage of defective materials and equipment covered by the Contract exceeds the percentage established in the Contract, or if it is not specified, when the percentage exceeds 10% of the total;
- d) return the equipment/sites made available by ENEL in the same condition in which they were delivered;
- e) indemnify ENEL from any claim made by third parties.



14.5. The above-mentioned obligations, and all expenses for various reasons arising from the execution of the warranty, shall be the sole responsibility of the Contractor, without ENEL being liable for any charges or costs.

14.6. ENEL shall always be entitled to take decisions, which shall be duly communicated to the Contractor, regarding the correction and adjustment or repeated performance, construction or assembly of anything found to be defective. ENEL may order, for justified reasons, adjustments, corrections, repairs or temporary replacements and all related costs shall be borne by the Contractor, pending arrival of the new parts or new construction or assembly, as required.

14.7. In any case the remedies referred to in sub-clause 14.6. shall be pursued by the Contractor as soon as possible, so that ENEL is affected as little as possible and in a manner that will not cause delays in the completion of the works or determine any interruption of service of any installation or, if this is not possible, by minimising the delay or the time for which installations are totally or partially unavailable.

14.8. If the Contractor fails to comply with the obligations referred to in this clause, ENEL shall be entitled to adopt any appropriate measure independently, or by recouring to third parties' assistance, at the Contractor's expense. The Contractor shall also be obliged to compensate ENEL for any damages or losses it has suffered, as provided for in the Contract.

14.9. The warranty period is suspended on the date on which ENEL's decision is validly communicated to the Contractor, and it shall accordingly be extended until completion of all repairs, replacements or new assembly activities, or works that must be carried out under the warranty.

14.10. Spare parts are also subject to the above-mentioned warranty.

14.11. When the warranty period has satisfactorily terminated and any anomaly, defect or deficiency found or produced during this period have been remedied, in the event of the Provisional Receipt Document having been previously signed, the Final Receipt Document shall be executed and the economic guarantees provided by the Contractor may be released.

14.12. The expiration of the warranty period or the final acceptance of the materials/works covered by the Contract, does not release the Contractor from liability for defects or for hidden defects or from any other liability pursuant to the applicable by law or under the Contract.

15. PENALTIES.

15.1. Without prejudice to the provisions of sub-clause "TERMINATION", the failures of the Contractor to meet the delivery dates set forth in the Contract, both partial and final, or any other breach of obligations provided for in the Contract, may result in the application of a penalty by ENEL, in accordance with the agreed terms and conditions. The above penalties do not exclude nor limit ENEL's right to compensation for any further damages.

15.2. If the total amount of penalties applied exceeds the threshold specified in the Contract, ENEL reserves the right to terminate the Contract at any time

15.3. Should ENEL be deprived, during the warranty period, of the availability or use of materials or equipment covered by the Contract or the completed works or assembled installations due to a defect, imperfection or damage not attributable to ENEL, or because of deficiencies in the performance of the activities carried out to remedy said defects, ENEL may apply the penalties provided for in the Contract.

15.4. The application of the prescribed penalties shall not exonerate the Contractor from responsibility under the provisions of clause "THE CONTRACTOR'S WARRANTIES" above, or under clause "SUSPENSION, WITHDRAWAL AND TERMINATION".

15.5. The procedure for the collection of any penalties shall be carried out in the manner and within the period prescribed in the Contract or in the applicable law.

15.6. Failure to apply one or more penalties does not imply a waiver by ENEL of the application of similar penalties, or of those that subsequently originate from the same cause.

16 SUSPENSION, WITHDRAWAL AND TERMINATION OF THE CONTRACT.

16.1. Suspension.

16.1.1. If, for any reason, ENEL considers it necessary or is obliged to temporarily suspend all or part of the performance of the Contract, it shall send a written communication to the Contractor, stating the cause and providing an estimate of its duration of said suspension. The suspension shall take effect as of the date stated in the notification. The Contractor must, from that date, cease the activities and store and maintain the materials, equipment and works, without prejudice to all the obligations that derive from the current legislation and / or are established in the Contract.

16.1.2. The resumption of activities will have to be communicated in advance from ENEL by means of a written notice to the Contractor, and it shall take place no later than the day set out therein. The remaining term for the completion of the suspended part of performance of the Contract will begin to run from that date. The Contractor shall have the right to receive payment, as defined in the Contract, for the activities/project already carried out. Payment of activities/projects that are, upon notification, in advanced stages of implementation and not provided for in the Contract, shall be negotiated between the Parties.

16.2. Withdrawal.

16.2.1. ENEL may withdraw from the Contract at any time, no matter what stage of the work, activities and projects is reached. The withdrawal shall be communicated in writing with acknowledgment of receipt and will be effective from the date ENEL will communicate



which activities are to be completed and which are to be stopped immediately. The activities duly carried out by the Contractor prior to the cancellation date will be paid by ENEL in accordance with the contractual prices. ENEL shall reimburse the Contractor, upon review of the related satisfactory evidence provided by the Contractor that have been interrupted and for those that have not been performed. To this end ENEL shall reimburse the lower amount between (i) the one equal to the expenses incurred by the Contractor in relation to those activities, for orders that have become irrevocable and (ii) the one equal to the actual economic prejudice suffered by the Contractor.

16.2.2. The Contractor may withdraw from the performance of the Contract in accordance with the provisions of the law applicable to the Contract.

16.3. Termination.

16.3.1. ENEL may terminate the Contract in the cases contemplated by law and / or in all cases stipulated in the Contract and / or in the following cases, where there is a cause that impedes or significantly affects the correct performance of the Contract:

- a) the death of the Contractor, in the case of a natural person, or, for both Parties, a change in their capacity that prevents, or modifies the performance of the Contract substantially.
- b) the dissolution, transformation, reduction of capital or significant changes in the governing bodies of any of the Parties, in the event that said changes have a negative impact on the performance of the Contract, or in the event that said changes on the part of the Contractor contravene the "ETHICAL CONDUCT RULES" of ENEL.
- c) the reduction of capacity or economic / financial solvency or any other type of legal difficulty, or of any other nature that affects the normal fulfillment of the obligations of any of the Parties.
- d) the interruption or unjustified suspension by the Contractor of the performance of the Contract.
- e) the total amount of the penalties eventually applied for delay during the execution of activities reached the maximum specified in the agreement or the delay of contractor is such to not fully satisfy the scope of contract established by ENEL.
- f) the impossibility of the Contractor to obtain certificates on time and the necessary approvals for the correct performance of the Contract in relation to its own products or activities, or any loss thereof while the Contract is in force.
- g) the inability of the Contractor to remedy the breaches of the corresponding technical specifications and / or in case of repetition of errors or defects or breaches in relation to the instructions provided by ENEL.
- h) the inability to perform or the breach by the Contractor and / or its Subcontractors or a third party appointed by the Contractor of the contractual activities or any of the requirements in accordance with the legislation in force..
- i) failure to comply with the obligations related to intellectual property, confidentiality and the processing of personal data, in accordance with the laws applicable to the Contract.
- j) the verification at any time, after the signing of the Contract, of any omission or lack of veracity of any information or statement offered by the Contractor in relation to compliance with legal, economic, financial, technical or contractual conditions.
- .
- k) the incorrect performance of the Contract for reasons attributable to a Subcontractor or to any person named by the Contractor and / or the non-payment of compensation for damages caused to any person.
- l) any other breach by the Contractor that could impede or materially and adversely affect the satisfactory performance of the Contract, or any other reason specified in the Contract as a reason for termination.
- m) the refusal of the Contractor to execute any activities under the Contract.
- n) the refusal of the Contractor to resume the performance of activities under the Contract that ENEL (for any reason) has ordered to suspend, when ENEL itself has indicated its resumption.
- o) the performance by the Contractor of acts that are harmful to the image of ENEL.
- p) the actions, omissions, behaviors or situations related to the Contractor that may pose a risk to the reputation of ENEL and that lead to the deterioration of the trust of ENEL in the honesty and integrity of the Contractor, and in its reliability for the performance of activities in accordance with the provisions of this Contract.
- q) the loss of even one of the requirements established for the homologation (if they were required), in relation to the conclusion and compliance of the Contract. In the event that the Contractor does not inform ENEL of the situations described above and without prejudice to the latter's right to terminate the Contract, ENEL may suspend payments due to the Contractor to comply with the contractual obligations with third parties arising from the correct and complete performance of the Contract by the Contractor.

16.3.2. In the cases described above, ENEL may terminate the Contract from the date on which it sends a communication in writing -also in electronic format, when contemplated in the Contract - to the Contractor or ENEL may nevertheless require the, due performance without prejudice to its right to claim compensation for any loss or damage suffered.



16.3.3. In case of termination of the Contract for reasons attributable to the Contractor, ENEL shall have the right to acquire the materials that the Contractor has already manufactured, totally or partially, or delivered, paying the relevant prices, when contemplated in the Contract.

16.3.4. In the event of non-compliance by the Contractor, ENEL may, without prejudice to the right to apply penalties or to take legal action in relation to its right to compensation for damages, carry out the following measures:

- a) to suspend pending payments to the Contractor.
- b) enforce any economic guarantee provided by the Contractor.

17 FORCE MAJEURE.

17.1 The Contract is subject to the concept and definition of force majeure established by the legislation and jurisprudence applicable to the Contract. Neither Party will be responsible for the breach of its obligations if the performance is delayed or can not be carried out due to force majeure.

17.2 The Contractor may not invoke force majeure in the examples listed below:

- a) meteorological conditions or phenomena that a Contractor with experience in facilities can reasonably predict and whose harmful effects could have been consequently avoided in part or totally by the Contractor;
- b) delays or inability to obtain materials or human resources that have occurred despite being reasonably predictable, or that could have been avoided or remedied in advance;
- c) strikes or labor disputes in relation to the Contractor or its Subcontractors, except in the case of a national strike or strikes of the entire sector or industry;
- d) delays or contractual breaches of any Contractor's Subcontractor, unless such delays or contractual breaches are in turn a consequence of a force majeure event;
- e) the status of the site where the contractual activities are carried out, which is known and accepted by the Contractor;
- f) Contractor's or its Subcontractors technical, economic or financial difficulties or its Subcontractors.

17.3 The Party whose performance of the Contract is affected by events that it considers cause of force majeure will notify it in writing to the other Party as soon as possible, and always within a maximum period of five (5) calendar days from the day on which the Party would have knowledge of the aforementioned facts. In said notification:

1. identify the events and the circumstances in which they occurred;
2. detail the estimated duration of the situation;
3. relate the contractual obligations affected and the measures that it will adopt to reduce, if possible, the negative effects of the facts in the performance of the Contract;
4. attach the documents that prove that the causative events should be considered as a cause of force majeure.

17.4 The other Party will respond in writing, accepting the cause or not in a reasoned manner, within a maximum period of ten (10) calendar days after receiving the aforementioned notification. The absence of a response from the notified Party within the aforementioned period shall be understood as acceptance of the cause invoked.

17.5 In case of force majeure, the fulfillment of the affected tasks will be suspended during the cause of force majeure, without claims of compensation of any of the Parties. Contractual obligations not affected by force majeure must continue to be executed according to the terms and contractual terms in force before the occurrence of said cause.

17.6 If due to force majeure, the performance of the Contract is substantially affected and is suspended for more than one hundred eighty (180) calendar days, or it can be shown that it is impossible to perform it, either Party may request the termination of the Contract, with no compensatory consequences between the Parties.

18 LABOUR LAW OBLIGATIONS.

The Contractor is solely responsible for the organization of the personnel it employs - in various purposes - to execute the Contract, so that its responsibilities are well defined and distinguished from those of ENEL.

19. ECONOMIC GUARANTEE.

19.1. The Contractor shall secure the performance of all contractual obligations and the payment of damages caused by the breach of Contract for an amount equal to a percentage of 10% of Contract Price, unless a different percentage is provided in the Agreement.



19.2. Security may be lodged at the Contractor's choice, either in cash or in the form of a guarantee issued by a financial institution approved by Enel and complying with the criteria listed below.

19.3. The economic guarantee must:

- have an unconditional and irrevocable character;
- be issued for the benefit of Enel;
- be payable on first demand by Enel only submitting a written statement to the issuing institution stating that it has the right of repayment of the economic guarantee.

19.4. The financial institution issuing the guarantee shall be a bank, an insurance company or a financial intermediary authorized to operate in surety business by relevant authorities.

19.5. In case the issuer's creditworthiness deteriorates, the Contractor shall provide within 60 days, upon Enel's request, the guarantee replacement issued by a financial institution approved by Enel. In case of failure to provide the guarantee, Enel may, in accordance with applicable law, withhold and suspend payments due to the Contractor.

19.6. The existence of a guarantee does not mean that the Contractor's liability under this Agreement is limited to the amount or period of validity of the guarantee

19.7. If the Contract Price increases during its execution, Enel may request that the Contractor provides a supplementary or a replacement economic guarantee to cover the increased Contract Price.

19.8. In case the Contractor fails to comply with the supplementing or replacement of the guarantees as provided in clauses 19.5. and 19.7, Enel reserves the right to terminate the contract, or, in accordance with applicable law, withhold and suspend payments to the Contractor until the due security amount is reached.

20 INSURANCE.

20.1. The Contractor assumes all responsibility for injury or damages caused to persons or property by carrying out - including through subcontractors or third party agents - the activities specified in the Contract and it undertakes to take out adequate insurance at its own expense, in relation to the risk, and with insurance companies that are financially stable and of recognised good standing, for the entire duration of the Contract, for:

- a) losses or damages that may be caused to materials and equipment covered by the Contract during their processing, loading and transportation, up to the time and place of delivery to ENEL, with the Contractor's full liability for any damage caused to the materials or equipment. This obligation is also assumed by the Contractor with regard to materials and equipment provided by ENEL for the performance of the Contract, from the moment they are made available to the Contractor or its Subcontractors, until they are returned to ENEL.
- b) civil liability for losses and detriment that may be caused by it or by its own personnel or Subcontractors to the personnel or property of ENEL and/or of third parties arising from the performance of activities under Contract. In all circumstances, ENEL shall not be liable for any causes attributable to the Contractor.

20.2. Similarly the Contractor undertakes to take out insurance for civil liability with adequate limits on compensation according to the risk, to cover claims for damage to property, personnel and/or for financial damage that can be caused to ENEL or third parties arising from the defects or malfunction of materials or equipment attributable to the Contractor. In addition, the Contractor shall be liable for environmental damage or the imminent possibility that it may take place, as well as the costs related to prevention, reduction and repair, in accordance with the conditions laid down in applicable legislation.

20.3. If the Contract provides for the storage of materials by the Contractor on ENEL's premises, the latter may request, and the Contractor shall be obliged to stipulate, in addition to the previously mentioned insurance, insurance for theft and other damage that can be caused to the stored materials, for the entire duration of the Contract.

20.4. The above policies must include a provision obliging the insurance company to pay ENEL directly. The limits of the insurance policy must cover damaging events subject to claims received within the period of performance of the Contract and/or after the warranty period.

20.5. The insurance policy shall provide for the total waiver of the insurer against ENEL with no exceptions whatsoever.

20.6. It is agreed that the existence, validity and effectiveness of the insurance policies referred to in this clause is an essential condition for ENEL and, therefore, if the Contractor is not able to prove at all times that it has insurance cover, ENEL may terminate the Contract, without prejudice to the obligation to the payment of compensation for the damages ENEL has suffered.

20.7. If ENEL believes that the Contractor's insurance cover is not sufficient to cover the risk, both for the delivery of materials or equipment and the completion of works or services under the Contract, the Contractor agrees to review and change the insurance cover in accordance with the requirements of the Contract.



20.8. Similarly, the Contractor undertakes to Contract, at its own expense and with financially stable insurance companies of recognised good standing, any other type of compulsory insurance that may be required by applicable law, for the entire duration of the Contract.

21 INTELLECTUAL PROPERTY.

21.1. The Contractor shall guarantee ENEL, at all times and, if requested, that it shall undertake to prove with documentation, the legitimate use of trademarks, patents, utility models, industrial designs or necessary licenses on said rights, such as a compulsory license for carrying out business activities, when it requests special authorization for the performance of the contractual services, and that these trademarks and licenses do not infringe the rights of third parties.

21.2. In the case of licenses, they must be registered with the offices of the competent authorities, and ENEL reserves the right to ask the Contractor to produce the documentation and/or any certificates.

21.3. The Parties agree that, as for ENEL's products, samples or technical specifications that are delivered by ENEL to the Contractor in order to perform the Contract, the Contractor: (i) may not in any way copy, reproduce, process, translate, modify, adapt, develop, decompile, dismantle, subject to reverse engineering operations (or, in any case, subject to operations intended to extract the source codes) – in full or in part – any such ENEL products, samples or technical specifications, and (ii) shall ensure that the aforementioned prohibitions are complied with also by the authorized persons involved and possibly to be involved in the performance of the Contract by the Contractor.

21.4. The Contractor is responsible for obtaining concessions, permits and authorizations required by the holders of patents, models and related trademarks, as well as intellectual property rights. The Contractor shall be responsible for payment of any royalties or fees due on this basis.

21.5. In the case of supply Contracts, if, as a result of a dispute by the owners or concessionaires of the rights referred to in this clause, ENEL is obliged to totally or partially modify the materials to be supplied under the Contract, they must be modified as soon as possible at the Contractor's expense, without this resulting in a deterioration of the quality of the supply, operating characteristics or warranties. If the above occurs, a new process for the approval of prototypes shall be carried out, where this is prescribed for the type of supply in question and before the materials are supplied.

21.6. If legal action is taken against ENEL by a third party for breach by the Contractor of the obligations referred to in the preceding sub-clause, the Contractor shall, at ENEL's request, be required to provide coverage (as indicated in clause "ECONOMIC GUARANTEE") in regard to the value of the claims, within ten (10) calendar days. The Contractor shall release ENEL from any liability for infringements of intellectual property rights that may occur and undertakes to do everything necessary to hold ENEL harmless with regard to any claims or lawsuits against it, and also undertakes to compensate ENEL for all losses or damages, whether direct or indirect, arising from claims or by subpoena.

21.7. Any claims, whether judicial or extrajudicial, made against the Contractor by third parties relating to intellectual property rights, shall be immediately reported to ENEL.

21.8. ENEL shall own all of the documents, drawings, plans, computer programs, as well as copies thereof, it provides to the Contractor for the performance of the contractual services, as well as inventions, patents, utility models and other industrial property rights that are or will be necessary for the performance of the contractual services based on documentation provided by ENEL to the Contractor. The Contractor shall use them solely for the purposes of executing the Contract and must return them to ENEL, at all times taking appropriate precautions in relation to the processing, use and transfer of data to ensure security and non-disclosure, pursuant to clause "CONFIDENTIALITY" below.

21.9. The intellectual property rights and technology and methodology resulting from the works or services performed by the Contractor in executing the Contract, and the records that are created belong to ENEL, without giving the Contractor any right to increase the price specified in the Contract for the said works or service.

21.10. The drawings, documents, plans, computer programs as well as copies thereof, and in general any results (and related industrial and intellectual property rights, including but not limited to patent applications, pending patents, database rights, copyrights, trademarks, trade and industrial secrets rights and any applications thereto on a worldwide basis, software designs and models, know-how) generated by the Contractor during the performance of the Contract (the "Foreground IPRs") shall exclusively belong to ENEL, which will also automatically become the owner of any relevant working in progress, from time to time generated during the performance of the Contract. Each Party recognizes and agrees that each Party's Background IPRs shall remain exclusive property of such Party and the other Party shall have no claim in relation to any such right; such Background IPRs mean all present and future industrial and intellectual property rights, including but not limited to patent applications, pending patents, database rights, copyrights, trademarks, trade and industrial secrets rights and any applications thereto on a worldwide basis, software designs and models, know-how, pertaining to each Party before the signature of this Contract or successively acquired in parallel projects outside of the scope of this Contract. Therefore, if the Contractor shall use its Background IPRs for the performance of this Contract, any Foreground IPRs belonging to ENEL shall be limited to the add-ons (the "Add-Ons"), which are the additional parts (generated by the Contractor in performing the Contract on the basis of its Background IPRs) that do not, in any way, include or contain any of its Background IPRs. The Parties shall agree in writing the list of the issues constituting such Add-Ons previously and/or within 30 (thirty) days after the expiry or termination of the Contract.

21.11. The marketing methods and the manner in which technology covered by the Contract is distributed to third parties, as well as any benefits arising thereof, are regulated by the Contract.

21.12. In case of breach by the Contractor of the obligations related to industrial and intellectual property referred to in this article, ENEL has the right to terminate the Contract, without prejudice to its right to every action and compensation for any damages it has suffered.



22 CONFIDENTIALITY.

22.1. All information that any of the Parties makes available (verbally, in writing, in electronic format or in any other way) for the purposes of, and / or during the performance of the Contract, as well as any other information of which any of the Parties may have knowledge as a result of other contracts signed between the Parties and / or pre-contractual negotiations thereof, as well as all documents, information, and specific knowledge (regardless of how they have been compiled, obtained or developed) can be used only for the purpose of executing the Contract and they are confidential.

22.2. By way of example, the term "confidential" refers, but not limited to all information relating to business strategies, information about products and / or production processes (design, study and development), means of production, sales information, development strategies and customer management, etc. It also applies to economic, financial and technical documents, as well as to processes, patents, licenses or any other information that any of the Parties has provided to the other Party in relation to the performance of the Contract.

22.3. Confidential information may not be disclosed without the prior written and express authorization of the Party that owns such information, except in those cases in which the receiving Party is legally required to transmit it or is ordered by a competent authority or when refusing to do it is illegal. Without prior written and express authorization from the Party that owns the confidential information, the other Party may not copy, reproduce, translate, modify, adapt, develop, dismantle, separate, perform reverse engineering operations or any operation intended to extract the source codes - wholly or partially - of the confidential information provided.

22.4. Confidential information includes all information relating to a Party, made available to the other Party, before or during the performance of the Contract, either by the administrators, managers or employees of the Party that owns the information, or by the Subcontractors or subsidiaries of the Party that owns the information and its corresponding administrators, managers, employees or Subcontractors (hereinafter, "Representatives of the Party that owns the information"). Confidential information also includes all information regarding the Representatives of the Party that owns the information, that Party or its own representatives have been able to make available to the other Party before or during the performance of the Contract. To this effects:

- the term "subsidiary" refers to any company controlled by one of the Parties, or by one of the Parties along with other third parties, for as long as there is such control and during the period in which the information is disseminated;
- the term "control" refers to the direct or indirect capacity of control over the operation and strategy of the company, and to all cases in which any company of the group of companies of either Party owns more than fifty percent (50%) of share capital or shares with voting rights, either directly or indirectly.

22.5. It will not be considered confidential:

- the information that the Party that receives it can prove that it already knew it legitimately before the beginning of the performance of the Contract;
- the information that the Party that receives it can prove that it has received it from third parties not subject to the confidentiality agreement.

22.6. Each of the Parties:

- must restrict the disclosure of confidential information exclusively to the representatives that effectively need to have it due to their degree of involvement in the performance of the Contract;
- bind its representatives and ensure that they fully comply with the obligations contained in this clause;
- will be held responsible for any action or omission on the part of its representatives that leads to a breach of the obligation to maintain confidentiality.

22.7. The Party receiving the confidential information is obliged to create and manage logical and physical data, using the best available international techniques and practices, to guarantee the protection of said data from unauthorized destruction, manipulation, access or reproduction and, once that the Contract has expired, return all the data, documents and information provided by the other Party or in its possession, for the purpose of carrying out the contractual activities, in addition to destroying all copies and files that it may have, unless it has received Written permission to the contrary from the Party that provided the confidential information.

22.8. Both Parties guarantee that confidential information will not be disclosed during the performance of the Contract and for a period of five (5) years after it has expired, except when another term is agreed in the Contract or when it is required by law or by a competent Authority. When necessary, the Party that is requested to disclose confidential information shall notify the other Party of such request (when legally possible) immediately, so that it may take the necessary actions to protect its rights. The Parties will only disclose the information required by law and must obtain a statement from who receives the information that said information will remain confidential.

22.9. If the information is classified by ENEL as "highly confidential", the following rules should apply:

- the password needed to access IT systems must be personal or individual, kept secret and changed every sixty (60) days;
- the access to information systems must be limited to software / tools provided specifically for the performance of the necessary activities; the use of network services or connections for purposes not related to the activities that must be carried out is prohibited;



- any transaction developed through ENEL's IT systems must not violate applicable local laws;
- the workstation used (permanent or temporary) can not connect to internet services other than those provided or authorized by ENEL and must have the necessary antivirus installed. All necessary measures must be taken to prevent the spread of viruses, malicious software or any illicit software that may cause interruptions in the service or loss of data;
- all email accounts, file storage or communication platforms (including social networks) must be explicitly provided or authorized by ENEL;
- sensitive data must be stored, transmitted or canceled by appropriate coding software;
- it is forbidden to modify the configuration of the system to avoid security checks.

22.10. The Contractor is prohibited from divulging by any means (for example but not limited to press articles, press releases, interviews) of any information deemed confidential according to the article. Both Parties will agree in writing regarding the content, the means of communication, the date of publication of the press articles and the news or communications of any kind in relation to the Contract or any matter or information related thereto.

22.11. If ENEL authorizes the subcontracting or transfer of the Contract in writing, the Contractor must obtain from the Subcontractor or assignee a confidentiality agreement with the same conditions as those contained in this clause.

22.12. Both Parties acknowledge and agree that the compensation of the damages may not represent sufficient compensation for the breach of confidentiality and that the Party that suffers the infraction shall have the right to seek other repairs or to avoid any possible violation or damage of such violation according to the current legislation. In case of breach of the confidentiality requirements, any of the Parties may also decide to terminate the Contract.

22.13. The above remedy will not be considered the only available one, but will be in addition to all other rights and remedies available according to the applicable Law. In case of violation of the confidentiality obligations and without in any way prejudicing the above, and in case of violations referred to in this article, ENEL has the right to terminate the Contract as well as the right to take any action aimed at obtaining compensation for damage.

22.14. ENEL reserves the right to carry out periodic checks, with special attention to the security measures applied in cases where there is information considered and classified by ENEL as confidential.

22.15. At any time, if the Party that provides confidential information so requires, the other Party shall return or destroy or request that its representatives return or destroy all copies of the information confidential written in your possession or that of your representatives. In addition, the Party receiving the information will do everything in its power or will require its representatives to do so, to return or destroy any data stored in electronic format and will confirm the destruction of said data to the Party that provides the confidential information. within a maximum period of fifteen (15) days from the request.

22.16. Each Party acknowledges and agrees that confidential information is and remains the exclusive property of the Party that discloses it and its representatives. Nothing in the Contract shall be understood - unless expressly stated in writing - as granting a license or the like in matters of patents, copyrights, inventions, discoveries or improvements made, conceived or acquired, both before and after the performance of the Contract.

23. PROCESSING OF PERSONAL DATA.

Both ENEL and the Contractor declare to comply with applicable legislation on the protection and processing of personal data. While processing personal data on behalf of Enel, the Contractor shall adopt adequate technical and organizational security measures to avoid personal data breaches, shall comply with the General Data Protection European Regulation 679/2016, when applicable, within or outside of the European Union and shall inform Enel without undue delay of any personal data breach occurred in the performance of the Contract.

24. VENDOR RATING.

24.1. ENEL has set up a vendor rating system in order to assess and constantly monitor the performances of its Contractors.

24.2. The vendor rating may be applied to all the companies that work with ENEL.

24.3. If Enel decides to assess a Contractor, the assessment could be based on indicators that express the level of quality offered, compliance with the lead times, conformity with the environmental and safety laws in force, the upholding of the principles of social responsibility. These indicators are then combined to produce a Vendor Rating Indicator (so-called VRI).

24.4. ENEL may assess the Contractor from the procurement phase to the performance phase of the Contract, basing its evaluation on information collected through Enel digital tools.



24.5 In case of unsatisfactory performance, ENEL may require to the Contractor to submit recovery plans - with contents and terms to be agreed upon - or take the actions that Enel considers appropriate at its best convenience. In the event of excellent performance, Enel may evaluate incentive actions.

25. GAIN SHARING³.

25.1. This Section will always be considered as a Change Order of the Contract and shall apply only (i) at least the half of the Contract shall be executed and (ii) just once during the performance of the works.

25.2. The Contractor may identify potential new opportunities with respect to the Works/Services/Supplies and/or potential opportunities for improving the quality of performing the Contract (hereinafter referred to as the "Proposal").

25.3. If the Contractor identifies a Proposal, the Parties shall discuss such Proposal, including the likelihood that such Proposal will result in savings to ENEL and/or improved quality of performing the Works/Services/Supplies and, if approved by ENEL, Contractor shall further research the Proposal and present a written proposal to ENEL within a mutually agreed time frame

25.4. Contractor's Proposal must include, as applicable:

- a) the recommended changes (a detailed description of the proposed statement of Work, including a project plan, setting forth each Party's responsibilities if the opportunity is to be realized);
- b) a cost / benefit analysis (both direct and indirect);
- c) estimated current costs that could be incurred by the Contractor and those charged to ENEL (both direct and indirect);
- d) the anticipated savings and/or improvements in the services (financial or otherwise) that will be achieved by ENEL;
- e) any impact on the Contract;

25.5. In any case a mutually agreed value shall be ascribed to such potential savings or improved Works/Services/Supplies and used as the basis for any gain sharing as hereinafter described (the "Gain Share report").

25.6. ENEL will inform the Contractor, within 15 days of receipt of the Proposal, of the date of the meeting aimed at discussing the Proposal. The Parties will meet to discuss the Proposal and in particular:

- investment (financial or other);
- estimated amount of savings, and/or improvements in the services;
- the Gain Share report;
- the Change Order (Timing of any payments or price adjustments);
- the Gain Sharing formula (if any) that will be applicable in order to compensate the Contractor with respect to the Proposal.

25.7. After the meeting, the Contractor must then submit a revised Proposal to ENEL (hereinafter the "Revised Proposal"). ENEL will evaluate the Revised Proposal and must - in writing within thirty (30) days (or any other time agreed between the Parties and indicated in the Contract) - accept it, reject it or propose recommendations or improvements. If ENEL agrees with Contractor's Revised Proposal, the Contractor must formulate within fifteen (15) days an implementation plan (so-called "Implementation Plan") that defines in detail:

- a) a descriptive Project Plan in which the Contractor will implement the Revised Proposal;
- b) Change Order scope (in accordance with the agreed Gain Share report.

25.8. This section shall not apply in circumstances where savings are achieved by Contractor in performing its other obligations set forth in this Agreement. In any case, any Change Order based in a Gain Sharing shall be subject to the provisions agreed between the Parties in the Contract and in order to avoid misunderstanding, all changes and additions to the Contract based in a Gain Sharing should be made in the form of a written agreement to the Contract signed by authorized representatives of the parties.

26. GOVERNANCE.

26.1. Contract Governance structure.

26.1.1. Where provided for in the Contract, the Parties may set up a committee (so-called "Review Group") to supervise the progress of the performance of the Contract object. The Review Group is made up of an equal number of representatives of the Parties. Each Party may periodically change its representatives in the Review Group in its sole discretion, notifying the other Party of the change.

³ This clause is only applicable to Contracts which are not subject to legislation prohibiting or restricting the use of this mechanism.



26.1.2. Additional representatives of both Parties, with appropriate technical skills, experience and knowledge, or external consultants, may from time to time - by mutual agreement of the Parties - be invited to attend the meetings of the audit team, without prejudice to the obligation for all third parties to sign and comply with confidentiality obligations.

26.1.3. The audit team is chaired by a representative of ENEL.

26.2. **Decision process.**

All decisions of the review team must be unanimous. If the Review Group fails, after making good faith efforts, to reach an agreement, this matter must be referred to the representatives of ENEL and the Contractor indicated for this purpose in the Contract. These representatives will meet promptly and negotiate in good faith to resolve this issue.

26.3. **Responsibility.**

26.3.1. The responsibilities of the Review Group include:

- a) to encourage and facilitate ongoing cooperation and communication between the Parties;
- b) supervise and coordinate the transfer of information;
- c) periodically evaluate the performance of the Contract;
- d) to discuss in good faith all potential improvements that can be adopted during the performance phase.

26.3.2. Unless otherwise provided in the Contract, the audit team meets at least once a year at ENEL or other places agreed by the Parties. Alternatively, the review team may meet by teleconference, videoconferencing or other similar communication equipment.

26.3.3. The Chairman of the Review Group is responsible for sending the agenda and reasonably early in advance of all meetings and preparation of the final minutes of each meeting.

26.3.4. Any expenses for attending meetings are at the expense of each Party.

27 **KPI (KEY PERFORMANCE INDICATOR).**

27.1. The Contractor must perform the Contract satisfying the levels of service, where expressly provided for in the Contract.

27.2. The Parties monitor and verify the achievement of service levels in the manner and within the terms set forth in the previous "GOVERNANCE" clause.

28. **GLOBAL COMPACT.**

28.1 The Contractor undertakes to take ownership and fully comply with the principles of the Global Compact, ensuring that all activities carried out by its own personnel, or that of Subcontractors, comply with the above-mentioned principles. The following are the principles of the Global Compact:

a) HUMAN RIGHTS.

- One: Any business must support and respect the protection of internationally recognised human rights in conducting their business activities.
- Two: Any business must ensure that they do not take part in human rights violations.

b) WORK.

- Three: Any business must support freedom of affiliation and the effective recognition of the right to collective bargaining.
- Four: Any business must support the elimination of all forms of forced labour carried out under duress.
- Five: Any business must support the elimination of child labour.
- Six: Any business must support the elimination of discriminatory practices in employment and education.

c) ENVIRONMENT.

- Seven: Any business must conduct their affairs in a preventive manner to avoid potential damage to the environment.
- Eight: Any business must support initiatives to promote greater environmental responsibility.
- Nine: Any business must encourage the development and dissemination of technologies that respect the environment.

d) CORRUPTION.



Ten: Any business must work against corruption in all its forms, including extortion and bribery

28.2. The Contractor undertakes to comply with applicable current legislation, bound by the above-mentioned principles, and undertakes to inform ENEL of any situation which may result in failure to fulfil these principles, as well as the plan to remedy such situations.

28.3. For the duration of the Contract, the Contractor agrees to allow ENEL to verify the degree of compliance with the requirements of this clause. ENEL may terminate the Contract, for reasons attributable to the Contractor, in cases in which it is justifiably and sufficiently aware that the Contractor or its Subcontractors have violated any of the above-mentioned principles.

29. CODE OF ETHICS.

29.1. General details.

29.1.1. The ENEL Group, when conducting its business and managing its relationships refers to the principles contained in its own Code of Ethics, in the Zero Tolerance plan against corruption and in the Human Rights Policy.

29.1.2. The Contractor, when conducting its own business and managing its relationships with third parties, refers to equivalents principles.

29.1.3. The Contractor states that it acknowledges the pledges made by ENEL in the Code of Ethics and states that it will strive to comply with the legal obligations regarding the prevention of child labour and the protection of women; equal treatment, the prohibition of discrimination, abuse and harassment; freedom to join a union, the freedom of association and representation, forced labour, environmental safety and protection, health and hygiene conditions and the compliance with the terms and conditions of the laws on force regarding remuneration, contributions, insurances, tax, all with reference to all the workers engaged in any capacity in the performance of the Contract. It is fully understood that the ILO Conventions shall be applicable, or the laws in force in the Country where the activities need to be carried out wherever the latter are more restrictive.

29.1.4. In this area, ENEL reserves the right to carry out any control and monitoring activity geared to verifying whether the above-mentioned duties have been fulfilled, both on the part of the Contractor and also on that of any of its Subcontractors or other parties in any case appointed by the same for the performance of the Contract, and to terminate the same immediately should proof that the above-mentioned duties have been breached come to light.

29.1.5. ENEL complies with the Global Compact and in compliance with the tenth principle of the same, it pursue its commitment against all forms of corruption. Therefore, ENEL prohibits the use of any kind of promise, offer or request for unlawful payment, in cash or other utility, for the purpose of furthering its relationships with its stakeholders, and this prohibition is extended to all its employees. The Contractor states that it acknowledges the commitments undertaken by ENEL and undertakes not to make any promises, offers or requests for unlawful payment during the performance of this Contract in the interest of ENEL and/or to the benefit of its employees .

29.1.6. In case of breach of one of these duties, ENEL reserves the right to terminate the Contract and to request compensation for damages from the Contractor.

29.2. Conflict of interest.

29.2.1. During the performance of the Contract, the Contractor undertakes to have exclusive regard for the interests of ENEL, ensuring that there are no situations that might lead to the occurrence of any conflict of interest in relation to the activities to be performed.

29.2.2. For the entire duration of the Contract, the Contractor undertakes to behave in a way designed to avoid conflicts of interest from arising. Whenever this might result in a situation which could generate any conflict of interest – subject to the right of ENEL to terminate the relationship – the Contractor undertakes to promptly give written notice to ENEL and to comply with the reasonable instructions of the latter, which will be dictated upon consultation and assessment of the requirements justifiably represented by the Contractor.

29.3. Company health and safety clause.

29.3.1. In ENEL, protecting not only the health and safety but also the psychological and physical integrity of people is not only a legal duty but also a moral responsibility towards its own employees and those of its Contractors.

29.3.2. The objective that ENEL hopes to fulfil is a "Zero Accident" workplace. In ENEL no work can be performed in a way that might compromise safety. This is why, as established in the Stop Work Policy, any risky situation or unsafe behaviours must cause the works to be suspended and safe conditions restored.

29.3.3. ENEL strives constantly and diligently to consolidate the culture of health and safety, by promoting a closer focus on and awareness of the risks and by encouraging those who work for us and with us to behave responsibly.

29.3.4. The Declaration of our commitment to health and safety and the Stop Work policy can be viewed at the following link:

<http://globalprocurement.enel.com/it-IT/documents/documentation/safety/>

All Contractors, when performing their working activities must behave in line with these principles.



29.4. Code of Ethics of the Contractor.

Alternatively, should the Contractor have its own Code of Ethics and its own policies against corruption and on the respect for Human Rights, ENEL can acknowledge, at its sole discretion, such documents, as long as according to the Contractor they refer to principles deemed similar to those established in the same documents of ENEL.

30. GOVERNING LAW.

Unless otherwise provided for in the Contract, the latter is regulated by the legislation in force in the Country in which the contractual activities are carried out.

31. JURISDICTION.

Unless they are settled following the procedures in clause "INTERPRETATION AND HIERARCHY", any disputes that may arise between the Parties concerning the interpretation or performance of the Contract shall be subject to the jurisdiction of the court of law defined in the Contract.