

**This "Annex VI Portugal" applies to contracts for purchase of supplies, services or works (hereinafter referred to as the "Contract") governed by the laws of Portugal and concluded between the companies of the Enel Group and the Supplier (hereinafter referred to as the "Parties").**

## CONTENTS

1. Scope.....	3
2. Definitions.....	3
3. Language.....	4
4. Formalisation .....	4
5. Interpretation and hierarchy.....	4
6. Communications .....	4
7. Economic conditions.....	4
7.1. Prices.....	4
7.2. Prices modification .....	5
7.3. Billing.....	6
7.4. Payment terms.....	6
8. Taxes .....	6
9. Execution .....	6
9.1. General.....	6
9.2. Inspections, assays and testing.....	7
9.3. Quality control. ....	7
9.4. Terms of delivery and receipt.....	8
9.4.1. General .....	8
9.4.2. Materials and / or equipment .....	8
9.4.3. Works and / or services .....	9
9.5. Transfer of ownership and risk.....	9
10. Assignment of Contract and Subcontracting.....	9
11. Assignment of rights and credits .....	10
12. Obligations of the Supplier .....	10
13. Supplier's Responsibilities.....	10
14. Warranty undertaking .....	11
15. Penalties.....	11
16. Suspension, termination and resolution .....	12

17. Force majeure .....	12
18. Legal, labour and Occupational Safety and Health obligations .....	12
19. Financial guarantee.....	28
20. Insurance.....	28
21. Industrial and Intellectual Property .....	29
22. Confidentiality.....	29
23. Processing of Personal Data .....	29
24. Environmental protection.....	31
24.1 Materials and / or equipment. ....	31
24.2. Works and / or services .....	32
25. Vendor Rating .....	34
26. Unite Nations Global Compact .....	34
27. Ethical Code of Conduct.....	34
28. Applicable law and settlement of disputes.....	36
Annex A.....	37

## 1. Scope

This complies with what has been stated in same paragraph in the General Part of these General Terms and Conditions.

## 2. Definitions

- **MINUTES OF WORK AND SERVICES ACKNOWLEDGEMENT:** Minutes in which is stated the defects in the finalised work or service and the deadline in which these should be corrected by the SUPPLIER.
- **DELIVERY NOTE:** A business document that contains a list of goods supplied and that certifies delivery thereof.
- **SHIPPING AUTHORISATION** Document issued by ENEL, in which the SUPPLIER is authorised to proceed with the dispatch of the equipment or material subject to the Agreement, or portion thereof.
- **NOTICE OF SHIPMENT:** Document issued by the SUPPLIER once all the agreed formalities have been complied, in which ENEL is informed that shipment of all or part of the equipment or materials under the Agreement.
- **AGREED QUALITY:** Agreement concluded between Enel and the SUPPLIER, according to which, the latter has a particular responsibility for the acquisition, guaranteeing certain quality standards agreed in advance by both parties.
- **LETTER OF INTENT or ORDER TO PROCEED:** Non-binding agreement, which contains commitments that may be formalised in a Contract or not.
- **GUARANTEE UNDERTAKING:** Set of technical and commercial guarantees that the materials and equipment purchased and / or the work or service Contract on which the SUPPLIER assumes specifically a commitment to warranty against ENEL.
- **INSPECTOR:** A Person or entity designated by ENEL that performs the inspection functions at any stage of the execution of the Agreement.
- **REQUEST FOR PROPOSAL:** Document through which ENEL calls for an offer. It will set out the Technical Specifications and Commercial and Legal Specifications, among which are included the General Terms and Conditions.
- **QUALITY CONTROL PLAN:** A document issued by the SUPPLIER specifying the processes, procedures and associated resources, which will be applied on at the end of the fulfilment of the requirements of the Contract.
- **INSPECTION ITEMS PROGRAMME:** A document issued by the SUPPLIER and approved by ENEL, in which is stated the different inspections, assay, tests or analysis to be performed.
- **APPROVAL AT SOURCE:** Procedure in which the evidence or tests required for the receipt of the material are conducted in the presence of the ENEL

technicians, the person, or the authorised by it, and at the premises of the SUPPLIER, its subcontractor or any other entity agreed between both parties.

- **RECEIPT FOR PROTOCOL:** review the testing protocols required previously performed by SUPPLIER, whereby the ENEL technicians or other person or entity authorised by it, approves the shipping of the material in question or, conversely, decide on the proof of protocol results stated by the receipt at source.
- **QUALITY ASSURANCE SYSTEM:** System that establishes the requirements that the VENDOR must meet to perform effectively and accurately under the Contract.

### 3. Language

The original version of this Annex VI Portugal is the Portuguese version.

### 4. Formalisation

This complies with what has been stated in same paragraph in the General Part of these General Terms and Conditions.

### 5. Interpretation and hierarchy

- 5.1.** All matters governed by this Appendix shall be governed by the terms contained in the article of the same, and complementary by terms contained in the relevant articles in the General Part of these Contract Terms and Conditions.
- 5.2.** Excluded from the preceding paragraph are matters the regulation of which in the Annex expressly states will be directly governed the Annex shall be governed directly according to the content in the article with the same name in the General Part of these General Terms and Conditions of Contract.

### 6. Communications

This complies with what has been stated in same paragraph in the General Part of these General Terms and Conditions.

### 7. Economic conditions

#### 7.1. Prices

7.1.1. In case of performing a work or service, the Contract Price includes, at least, unless expressly included in other concepts, the following:

- Direct and indirect labour;
- Machinery and the associated personnel;
- Amortisation of machinery;
- Permanent and interchangeable materials;
- Transport to / and from the work place of the staff, equipment and resources;
- Installation and authorisation of the services;

- Maintenance costs;
- General and beneficial industrial costs;
- Duties, fees and taxes that are legally due to it;
- Expenses resulting from the SUPPLIER, programming, recognition and testing, materials control, execution control, evidence, receipts and other analysis;
- Completion of all units in compliance with the technical specifications and other Contract documents;
- Construction, demolition and removal of the ancillary facilities of the work surveillance or storage and those performed in compliance with the Regulation on Occupational Accident and Risk Prevention;
- Financial guarantee, insurance and warranty costs, if any.

7.1.2. The prices will be separated into the price of services, the price of materials and taxes arising under applicable law.

7.1.3. The SUPPLIER will bear any additional costs for freight, shipping and other expenses resulting from the failure to comply with the terms and conditions of delivery and dispatch under the Agreement.

7.1.4. No payment shall be made for materials, equipment or work not included in the Agreement, if its execution has not been previously offered by the SUPPLIER in writing and express indication of the price, and accepted, also written, by a representative of ENEL, who is duly authorized.

7.1.5. The SUPPLIER is obliged to accept the extensions, modifications and reductions under the Agreement, at the agreed price, provided that they do not jointly represent an increase or a decrease of more than 20% of the Agreement. The new delivery date, in this case, will be established by mutual agreement between the Parties, through a well-argued proposal from the SUPPLIER.

7.1.6. If the extensions, modifications or reductions that ENEL proposes, substantiated by a justified reason, collectively account for an increase or decrease of more than 20% of the Agreement, the SUPPLIER may accept or reject them, however, in the latter case ENEL shall be entitled to terminate the Agreement.

## **7.2. Prices modification**

7.2.1. In cases where a unit of work has to be executed, which has not be provided for in the Contract Price list, the corresponding price will be determined between ENEL and the SUPPLIER, whose proposal is duly substantiated, based on a breakdown of costs of other similar units for which there is a unit price.

7.2.2. The negotiation of the contradictory price will be independent of the realisation of the unity to which it relates, and the SUPPLIER will be required to execute it immediately after having received the order from ENEL.

7.2.3. In case it is not possible to set a negotiated price or in the event where ENEL deems necessary, the price shall be fixed in according to the tables which the SUPPLIER shall include in its proposal, which shall contain the same terms defined in clause 7.1.1.

7.2.4. The performance of work for management may only be undertaken with the prior written execution order from ENEL.

7.2.5. In staff costs are included the tools related to their own speciality, as well as the equipment for their protection, safety and proper execution of the work.

7.2.6. No additional costs will be allowed in terms of transportation, daily subsistence or the maintenance of the staff of the SUPPLIER.

### **7.3. Billing**

7.3.1. It will be necessary to break down, within the same invoice, the following items:

- a) Any work contracted by management that is supplementary to what was agreed in the Contract.
- b) Increments already invoiced by applying the adjustment formulas set out in the Contract. In this case, it will be necessary to included related to the values of the indices applied and the details of the corresponding readjustment formula.

7.3.2. In the event of the formulas being lost, the SUPPLIER may issue a copy, as long as it is the same as the original and it contains a phrase "Copy due to loss of the original".

7.3.3. All invoices and, if applicable, supporting documentation, unless otherwise stipulated in the Contract, shall be sent to the following addresses:

**ENDESA GENERACIÓN PORTUGAL, SA**

**Quinta da Fonte, Edifício D. Manuel I, Piso 0, Ala B  
2770-203 Paço d'Arcos**

### **7.4. Payment terms**

**7.4.1.** All payments that are before the Interim Receipt, in accordance with what has been stipulated in the Contract, shall be deemed payments towards the final price. If no guarantee for the faithful compliance of the Contract is presented, it will be essential that, in conjunction with each of the possible payments, the SUPPLIER provides ENEL with a financial guarantee with the elements required in these General Conditions, which guarantees such payments.

**7.4.2.** Following prior approval by ENEL on the fulfilment of contractual conditions, the invoices received will paid within the period specified in the special conditions of the Contract, in accordance with applicable legislation.

In the event of late payment by ENEL, for reasons solely attributable to it, the SUPPLIER will receive an additional amount in the form of interest in arrears, in accordance with the guidelines of the applicable legislation.

### **8. Taxes**

In accordance with the same article in the General Part hereof General Terms and Conditions of Contract.

### **9. Execution**

#### **9.1. General**

This complies with what has been stated in same paragraph in the General Part of these General Terms and Conditions.

## **9.2. Inspections, assays and testing.**

- 9.2.1. ENEL may inspect the materials and equipment under the Contract at any time of their manufacture, as well as during the execution of the contractual works and services, including the materials that the SUPPLIER uses in the related execution thereof. Such inspection may be made through their own staff or by persons or entities that designates both the works, offices, factories, workshops and warehouses as the SUPPLIER of its subcontractors for such purpose ENEL inspectors shall have free access to the facilities mentioned providing them as necessary.
- 9.2.2. Notwithstanding the foregoing provisions, in the present Contract, the evidence or tests shall be made respecting any Program Inspection Items prepared by the SUPPLIER and approved by ENEL.

## **9.3. Quality control.**

- 9.3.1. Quality control includes the set of actions, activities and techniques necessary to provide adequate confidence that the material, equipment, work or services under the Contract will satisfactorily fulfil the conditions required by ENEL and, if appropriate, by the relevant technical standards.
- 9.3.2. The SUPPLIER shall be solely responsible for quality control, regardless of the controls and tests that ENEL conducts using its own resources or those of a third party. These tests shall not affect the full responsibility that lies solely with the SUPPLIER.
- 9.3.3. Before starting the manufacturing process, or the execution of the work or of the contracted service, the SUPPLIER shall submit, at the request of ENEL, for its approval, a Quality Control Plan (in accordance with ISO 10005 or equivalent), which will include the Program Inspection Items, as well as an account of the applicable operations and procedures.

Once the said Quality Control Plan is submitted, ENEL may raise an objections on the same within a period of 15 (fifteen) working days, always for justifiable reasons, and the SUPPLIER shall undertake to modify it with due diligence, by making the necessary corrections in accordance with the objections raised by ENEL.

- 9.3.4. During the execution of the Contract, the SUPPLIER shall strictly and rigorously complies with the provisions of its Quality Assurance System and Quality Control Plan approved by ENEL, which reserves the right to make the necessary audits to demonstrate compliance.
- 9.3.5. At the conclusion of the execution of the Contract, the SUPPLIER shall deliver to ENEL, for its approval, a final Quality Control report, the content of which shall comply with the provisions in the Contract and Quality Control plan approved.
- 9.3.6. The ENEL may require the SUPPLIER to lodge, before a Notary, the technical documentation necessary for the manufacturing of the materials and equipment under the Contract. This documentation will be available from ENEL, which may use it in cases where it is intended to proceed with the discontinuance or

withdrawal of the product catalogue or in situations of competition of the SUPPLIER or its subcontractors or its suppliers.

9.3.7. Compliance with these quality control conditions does not exempt the SUPPLIER, in any case, from its liability for the improper performance of the Contract.

## **9.4. Terms of delivery and receipt**

### **9.4.1. General**

9.4.1.1. If the Contract does not specify a particular termination date and only stipulates the performance or delivery deadline, shall be determined as from the signature of the Contract or from the date of on which the Letter of Intention or Order to Proceed is issued.

### **9.4.2. Materials and / or equipment**

9.4.2.1. Together with each delivery, the SUPPLIER shall submit all final technical documentation and the protocols and tests set forth in the Specifications, Contract and, if applicable, the relative Technical Standards.

9.4.2.2. The SUPPLIER, in addition to previous documentation, shall certify that, if required by ENEL, the design, raw materials, materials and brands and types of components are identical to those that they provided approval, where necessary.

9.4.2.3. To perform delivery, the SUPPLIER shall submit to ENEL, for the attention of the contact person or person responsible for reception who is mentioned in the Contract, in good time, the Dispatch Notice indicating therein the following details:

- Reference number of the Contract.
- Number of packages sent, indicating the material they contain. If these are the last ones that were contracted, this must be expressly stated.
- Data relating to the means of transport and / or the company that will effect transportation together with the telephone number and contact person.
- Date and place where the equipment or the materials are made available.

Moreover, the SUPPLIER undertakes to notify ENEL, immediately, of any circumstances that change the agreed delivery terms.

9.4.2.4. With regard to the materials or equipment subject to quality control, and unless otherwise agreed, the SUPPLIER shall not send the same until it has in its possession the compulsory Dispatch Authorisation after the Reception by Protocol or Reception at the Origin issued by ENEL. From these requirements are excluded the supplies included through a Quality Agree met system. However, if the SUPPLIER proceeds with its dispatch, all costs arising therefrom shall be for its account.

9.4.2.5. Unless an agreement to the Contract is stipulated in the Contract, the delivery of materials and equipment will be made in the DDP form (Incoterms CCI 2010) at the destination specified in the Contract. The terms shall be interpreted, as regards delivery, ownership, insurance etc., in accordance with the Incoterm, except otherwise stated in the provisions of the Contract.

9.4.2.6. Without prejudice to the delivery date being deemed complied with, ENEL reserves the right to postpone any shipment or consignment of materials or equipment. The SUPPLIER shall bear the storage and insurance expenses during the month following the agreed delivery date. If the postponement of the dispatch continues for even longer, the compensation for the costs arising from the additional storage and insurance shall be mutually agreed upon.

9.4.2.7. Once ENEL receives the material or equipment, a Minute of Provisional Acknowledge of Receipt shall be issued, which shall be signed by both parties, and it shall make reference to the satisfactory outcome of the assays or tests and final certifications, or if will contain the circumstances in which the defects in them must be resolved or corrected. Provisional Acknowledgement of Receipt shall be formalised within a maximum of eight (8) days as from the date on which either party so requests, and all conditions or activities under this Contract have been fulfilled.

When no final assays or tests and certifications are required, delivery by the SUPPLIER of the materials and equipment will be formalized through ENEL'S compliance agreement and receipt of the same.

### **9.4.3. Works and / or services**

9.4.3.1. After expiry of the warranty agreement, the SUPPLIER shall notify ENEL of the expiration of such period, and request the Final Receipt. On receiving such request, ENEL shall notify the SUPPLIER by the date set for the Final Receipt which should occur within a period not exceeding thirty (30) days as from the receipt of notification from ENEL.

On the day established by mutual agreement, there shall in the presence of the SUPPLIER, proving the state of the contracted work or service and verification shall take place as to whether it complies with the required conditions, by conducting assays.

9.4.3.2. The Management responsible for the works or services covered will respond in full to the SUPPLIER.

### **9.5. Transfer of ownership and risk**

#### **9.5.1. Materials and / or equipment**

9.5.1.1. The SUPPLIER shall be liable for latent defects or manufacturing defects, as well as during the Warranty Period and until the end of the period indicated by applicable law, in addition to the legal forms of liability or otherwise may arise apply.

#### **9.5.2. Works and / or services**

9.5.2.1. The SUPPLIER shall be liable for latent defects or manufacturing defects, as well as during the Warranty Period and until the end of the period indicated by applicable law, in addition to the legal forms of liability or otherwise may arise apply.

## **10. Assignment of Contract and Subcontracting**

- 10.1.** Under no circumstances will it be deemed that there exists a relationship between the subcontractors or assignees and ENEL, and the SUPPLIER shall at all times be responsible for all activities of such subcontractors or assignees, and for the fulfilment of the contractual, legal and tax obligations arising from the performance of their work, as well as for damages and losses caused to ENEL by any subcontractors or assignees, its agents, advisers and employees.
- 10.2.** ENEL shall not be liable to any subcontractor or assignee, nor to their staff, or for a claim arising directly or indirectly from any type of Contract, in terms of which the SUPPLIER agrees and undertakes to perform for ENEL and to do everything within its power to avoid the lodging and / or processing of such claims. Consequently, the SUPPLIER shall be accountable to ENEL and render it harmless for any action, judicial or extrajudicial, or proceedings instituted directed against ENEL by any subcontractor or assignee, or their staff. The exemption mentioned shall cover both the amount that ENEL has to pay, as expenses or costs of any nature in which ENEL, which it incurs as a result of such claim. The failure to comply by the SUPPLIER as regards what is regulated in this point will shall be deemed to constitute as a material breach, and shall entitle ENEL to terminate the Contract due to the breach committed by the SUPPLIER, without prejudice to any other legal action that may involve ENEL.
- 10.3.** In cases of assignment or subcontracting of the Contract, the SUPPLIER agrees and undertakes to obtain from the assignee or subcontractor the prior acceptance of the obligations in favour of the ENEL against them arising from all contractual, legal, labour, confidentiality and security conditions, and it shall be essential to submit the relevant supporting documentation.
- 10.4.** In accordance with what has been set out above, ENEL may at any time inspect and oversee the work or manufactured items of the assignee or subcontractor, and the fulfilment of its obligations. The subcontractor or assignee is required to provide ENEL all collaboration that it may need (documentation, reports, unrestricted access to its factories, workshops, or facilities, etc.)
- 10.5.** ENEL reserves the right to reject the subcontractors or assignees that throughout the course of the work it does not deem appropriate to keep.

## **11. Assignment of rights and credits**

- 11.1.** ENEL may, where the only requirement is that it notifies the SUPPLIER, assign its rights of recovery or payment obligations arising from the Contract, in favour of any other subsidiary company of ENEL.

## **12. Obligations of the Supplier**

This complies with what has been stated in same paragraph in the General Part of these General Terms and Conditions.

## **13. Supplier's Responsibilities**

This complies with what has been stated in same paragraph in the General Part of these General Terms and Conditions.

## 14. Warranty undertaking

- 14.1.** The warranty period for the equipment and materials as well as the works or services contracted and within the stated Undertaking statement extends during the time specified in the Contractor, and in the case of default thereof, for one (1) year as from the date of the Minutes of Interim Receipt, if the record is not prepared, the year will be determined as from the year in which ENEL complies with the delivery of the materials or the notice of inspection of the contracted work or of the service and delivery of the documentation by the SUPPLIER for the processing of the administrative authorisation to put the work into service, if any.
- 14.2.** If on the expiry of the Warranty Period, and six (6) months have not lapsed since the entry into service of ENEL'S main installation for which it is intended or of which it forms part under the Contract, the Warranty Period shall automatically be extended for a further six (5) months, save for where the other materials or equipment supplied by the SUPPLIER after having been repaired or replacement, in this case, will be guaranteed for a period equal to that of the Undertaking guaranteed. Under no circumstances will this result in higher costs for ENEL.
- 14.3.** On the expiry of the Warranty Period and Final Receipt performed, ENEL may proceed, for its sole benefit, directly by itself or through third parties, to freely change or alter the materials or equipment under the Contract or the constructions built or installations mounted, including when they are supported by licences, patents or other forms of industrial property in favour of the SUPPLIER, in anyway preserving the confidentiality due because of these.

## 15. Penalties

- 15.1.** Without prejudice to the provisions of paragraph 16.3 in the body of these Terms and Conditions, on Contract Termination due to causes attributable to SUPPLIERS, the breaches committed by them in relation to the delivery dates or deadlines for implementation, whether partial and final, as well as any others expressly provided for in the Contract or these General Terms and Conditions, shall give rise, under any circumstances whatsoever, to the imposition of any penalty of a compensatory nature by ENEL.

If no other has been specified, the penalty shall be 1.5% of the total Contract value for every week of delay completed during the first weeks, and 4% as from the fifth week.

- 15.2.** The penalties for delay shall not exceed 15% of the total value of the Contract. Should this limit be exceeded, ENEL shall impose a penalty and shall be entitled to terminate the Agreement in accordance with the applicable legislation.
- 15.3.** The imposition of penalties shall not prevent ENEL from it from claiming from the SUPPLIER, all additional expenses and costs that it is compelled to pay to third parties as a direct consequence of the delay occasioned.
- If during the warranty period ENEL is prevented from controlling or use of contracted materials or equipment, or work done or facilities erected, which are not attributable to ENEL, or due to the defects in the execution of the work that has to be performed to correct the same, in compliance with the Guaranteed Undertaking, the SUPPLIER, will be penalised with the penalty specified for this purpose in the Contract, and where it has not been stipulated, with a penalty 0.1% of the total value of the Contract for each calendar day of that is not available or use.

- 15.4.** The application of the penalties provided for shall not exempt the SUPPLIER from complying with the Guarantee Undertaking in its entirety. As a consequence, the SUPPLIER is obliged to eliminate the technical deficiencies found; pay penalties that are due, and to replace the materials and equipment, and redo or repeat, as necessary, the work or services covered by the Contract at the request of ENEL.
- 15.5.** The procedure for the recovery of any penalties arising from the Contract will be performed in accordance with the information stated in this paragraph. ENEL shall inform, in writing, through a request sent to the SUPPLIER of a penalty that will have to be paid, including the value thereof. The SUPPLIER shall have a period of fifteen (15) calendar days from the date of the notification to provide proof in its defence, which it deems appropriate.

On the expiry of such period, and in the event that ENEL does not accept such arguments, the SUPPLIER shall deduct from its invoice, the value corresponding to the penalty imposed. Should the mentioned discount not be provided, a claim will be instituted for the amount corresponding to the guarantees established, or attempt recovery by any other means contemplated in the Contract, the laws or these General Terms and Conditions, where the compensation for the damages and losses will remain unchanged, which may arise in favour of ENEL.

Once an economic guarantee has been executed, the SUPPLIER will be obligated to refund it for the same value as that prior to execution, as provided in paragraph 10.2.

Until such time as the refund is made, ENEL will retain the residual amount resulting from the difference between the total value of the guarantee and the penalty amount.

If the initial value of the guarantee is insufficient to cover the amount in penalties, ENEL shall offset pending payments needed to cover the total amount in penalties, and the refund of the guarantee shall remain unchanged as indicated above.

## **16. Suspension, termination and resolution**

This complies with what has been stated in same paragraph in the General Part of these General Terms and Conditions.

## **17. Force majeure**

This complies with what has been stated in same paragraph in the General Part of these General Terms and Conditions.

## **18. Legal, labour and Occupational Safety and Health obligations**

- 18.1.** The SUPPLIER will comply with the applicable labour, legal or Contractual regulations (more specifically Law 102/2009 of 10 September) and the provisions on Social Security relating to the work for which it is responsible. For these purposes, ENEL will oversee compliance with the obligations laid down in the applicable legal and labour legislation, and the SUPPLIER shall include, at all specified times, the following the following documentation:

A. Documentation to be presented along with the offers:

1. A photocopy of the CIF / BUSINESS CERTIFICATION AND REGISTRATION AND DEED OF INCORPORATION, if a natural person, or the NIF, when dealing with a natural entrepreneur.
2. SUPPORTING DOCUMENTATION that it has implemented the ISO 9000 and 14000 quality system, if applicable.
3. SUPPORTING DOCUMENTATION regarding ownership of the industrial and intellectual property rights, where applicable.
4. CLEARANCE CERTIFICATE concerning debts, issues by the SOCIAL SECURITY managing body.
5. CERTIFICATE of good standing concerning the payment of all TAXES AND FISCAL CHARGES PAYABLE for which it is responsible as a result of its corporate configuration and its activities, including corporate income tax (IRC), issued by the Portuguese Tax Authorities.
6. INDEMNITY INSURANCE AND THIRD PARTY INSURANCE.

This documentation must be submitted by the bidder with its bid, except where it has recently participated in another bid for ENEL, which is still in effect and complies as regards what is required by the new bid. In this case, it will not be necessary to submit it again, but the bidder shall indicate the reference of the new bid relating to the prior submission thereof to ENEL.

Similarly, if the SUPPLIER has submitted such documentation by any system that ENEL has for this purpose, it will not be necessary to repeat it, although it has to indicate, in this case, the system used.

B. Hiring of Temporary Employment Agencies

When the contracting of works is performed through a Temporary Employment Agency, this shall be submitted together with the bids, in addition to the documentation above the following listed below:

1. The temporary employment agency's licence.
2. Proof of good standing regarding its obligations to the Portuguese and Social Security Departments.
3. Proof of the constitution of security, as provided for by applicable law.

C. Documentation to be submitted before signing of the Contract:

1. Full power of Attorney, which has not been revoked, in name of the person or persons who will be signing on behalf of or in the name of the SUPPLIER A photocopy of the Power of Attorney will be held by ENEL.
2. DOCUMENTATION attesting to the ownership or corresponding to Administrative LICENSES or PERMITS, when activity contracted with ENEL requires it.
3. Document of professional insurance with a professional association, or with Social Security, where necessary, and the details of vehicle insurance, where applicable.
4. AUTHORISATION to perform CONSTRUCTION WORK or PROOF OF REGISTRATION WITH THE INSTITUTE FOR CONSTRUCTION AND REAL ESTATE (INCI), should work in a construction Contract be involved.
5. Designation of SUPPLIER'S REPRESENTATIVE for the main company.

This documentation must be submitted by the bidder with its bid, except where it has recently participated in another bid for ENEL, which is still in effect and complies as regards what is required by the new bid. In this case, it will not be necessary to submit it again, but the bidder shall indicate the reference in the new bid relating to the prior submission thereof to ENEL.

Similarly, if the SUPPLIER has submitted such documentation using any system that ENEL has for this purpose, it will not be necessary to repeat it, although it has to mention, in this case, the system used.

D. Documentation to be submitted after signature of the Contract and prior to the execution of the work:

1. A Specific Prevention Plan for the Work or Service Contractor, covering: general and specific risks, risk assessment, protection measures (both individual and collective), preventive planning for the work for the work to be performed and working procedure.
2. Appointment of a Person Responsible for Safety from the SUPPLIER.
3. A List with the names of the employees of the SUPPLIER company, who will provide services under the Contract, specifying their professional category, identity document number, Social Security registration number, Contract type and duration, and indication of those workers subjected to special hazardous conditions as provided for in the Labour Code and corresponding, regulations, nor with the specific legislation, namely Decree-Law 347/93, of 1 October, Ministerial Order No. 987/93 of 6 October and Decree-Law 109/2000 of 30 June.
4. Registration with the Portuguese Social Security of such workers on the commencement date of such work.
5. Residence Permit, Work Permit, Residence Permit or other, for the workers who are not citizens of countries within the European Union.
6. Proof of appropriate training concerning the subject of Occupational Safety, Health and Hygiene (OHHS), relating to the Work Position and performance of highly hazardous activities, in accordance with applicable legislation.
7. Proof of the delivery of individual protection equipment to the workers, whenever the jobs to be performed require it.
8. Certificate of medical fitness for the work to be done.
9. Report containing the information required concerning the general and specific risks existing in the workplace where the activity will be performed, as well as proof that such information was conveyed to the workers.
10. Proof that the information on the OHHS services was supplied to the workers and to the Authority for Working Conditions (ACT), in accordance with the terms set out in the Labour Code.

11. Designation of a party or representative of the SUPPLIER at ENEL.
12. An indication of the work chosen as the person responsible for the OHHS of the SUPPLIER.
13. Registration of the Work and Social Security Inspections.
14. Certificate attesting to the receipt of sufficient information on the general and specific risks existing at the workplace where the activity will be performed and a certificate attesting to the transmission of such information concerning the risks to their workers.
15. In the event of Cession or Subcontracting, the supporting documentation must accompany the prior acceptance the contractual conditions by the assignee or subcontractor, in accordance with the provisions of these Contract Terms and Conditions.
16. Other documentation required under the General Contract Terms and Condition and in this Annex.

This documentation shall be submitted to ENEL at least 24 hours prior to the commencement of the contracted jobs, except for the Social Security registration, which may be submitted on the same day as which work commences.

ENEL or its Representative for the Work or the Department shall expressly inform the SUPPLIER in which Department or Location such documentation shall be submitted.

D. Documentation to be submitted during the execution of the Contract

With the exception of the periods set forth below, all related documentation must be placed at the disposal of ENEL, when so required.

Promptly

1. The appointments and dismissals among workers who carry out the provision of the service shall be immediately reported following the occurrence thereof, or at the very latest, on the next business day.
2. A copy of the notice of the commencement of activity co the ACT, if necessary.
3. An immediate report in the case of an accident, incident and hazards to the representative of ENEL, for the SUPPLIER company.
4. In the case of subcontracting, a document in which the subcontractor undertakes to comply with all its obligations arising from the Contract as if it was the main CONTRACTOR.

Monthly Send to Joint Prevention Department of ENEL, the following information:

1. Total number of hours worked by the staff of the SUPPLIER company and its subcontractors, per day and per week, indicating the commencement and termination of the work.
2. Total number of accidents (differentiating between those who caused deaths and in which there were no deaths), and the accidents of the SUPPLIER and its subcontractors under the Contract.
3. Number of accidents and incidents related to the electricity lines of the SUPPLIER and its subcontractors.
4. Number of accidents and incidents, related to excavation activities or the extractive industries through drilling, suffered by the SUPPLIER and its subcontractors.
5. Number of accidents and incidents relating to gas or explosive products SUPPLIER and its subcontractors.
6. Number of accidents and incidents suffered by the SUPPLIER and its subcontractors related to exposure to hazardous substances, namely, biological agents, carcinogens, use of asbestos, exposure to lead or other substances or chemicals, ionising radiation or noise.
7. Number of fatal accidents suffered by the SUPPLIER and its subcontractors.
8. Total working days lost, for any causes, by the SUPPLIER and its subcontractors.

#### Quarterly

1. Proof of compliance with the obligations relating the returns and statement of affairs to the Portuguese Social Security, relating to the month prior to the month of its submission.
2. Statement, if necessary, the SUPPLIERS attorney, wherein certifying that their subcontractor companies are up-to-date with their wage obligations in respect of their workers, as well as with respect to statements and contributions to the Portuguese Social Security and that they comply with OHHS services and obligations, in accordance with applicable legislation.
3. Social Security payslips of employees who may have rendered services during the performance of the Contract.
4. Statement from the SUPPLIER attesting that all its wage obligations related to its workers are completely up-to-date.
5. Copy of the documentation mentioned above required from the SUPPLIER pertaining to the subcontractor.

This documentation must be presented at the premises of ENEL where it carries out the contracted work.

ENEL or its Representative for the work or service shall expressly inform the SUPPLIER in which Department or Location such documentation shall be submitted.

- 18.2.** If the SUPPLIER does not provide the documentation required in the previous paragraph and/or does not inform ENEL of the existence of the situations set out in items 16.3.1 c) and 16.3.1. h) of the main text of the General Terms and Conditions, and this involves an economic obligation for ENEL, it may assign the same in favour of third parties, with just cause and/or retain the necessary payments until the third parties have been appointed or ENEL has been reimbursed for these economic obligations of the SUPPLIER, and ENEL can make payments on its behalf.

**18.3.** All documentation required in the preceding paragraphs shall be sent to ENEL, preferably in electronic form using the computer systems or those established for these purposes, in such a way that, should the electronic media provided for this purpose not work or in consequence of special circumstances that require this, use may only be made of other forwarding procedures that sufficiently prove the reception thereof.

**18.4.** Incompatibilities

The SUPPLIER undertakes not to use in the execution of the object of the Contract or the services of the workers, whose employment Contract has been terminated on the grounds of early retirement and retirement proceedings at the companies of ENEL, which were provided under labour or business relationship, both personally and through any entity with which it has a working, business, proprietary relationship or included through third parties, save with the express authorisation of ENEL.

Similarly, neither will the position of director or majority shareholder of the SUPPLIER be allowed to anyone in business, early retirement or retirement from the companies of ENEL, without specific permission.

The breach of any of these obligations constitutes just cause for termination of the Contract.

**18.5.** General provisions on health and safety in the purchase of materials and/or equipment for works and/or services

2. Compliance with the regulations

The SUPPLIER will comply with the legal provisions on the prevention of risks at work, provided for in the Labour Code and the related regulations, as well as any other legal and contractual provisions that contain prescriptions referring to the adoption of preventive measures of a labour nature or that are that can be applied within the same scope.

18.5.2. Work organisation

The work arrangements and safety arrangements that the acquisition of materials and/or equipment requires is the obligation of the SUPPLIER, which shall appoint a person responsible for its organization, who has proven skills, for the purposes of the direction, supervision and coordination thereof, if necessary, together with the responsible persons from other SUPPLIERS, and together with the staff of ENEL, with people in charge of organising work and prevention, which will include the staff of the Joint prevention Service of ENEL.

18.5.3. Preventive organisation.

The SUPPLIER shall implement the preventive organisational mode in accordance with the general prevention principles stipulated in the Labour Code and the regulations thereto, as well as the medical assistance and protection services, in order to avoid work related accidents.

18.5.4. Supplier's staff

The SUPPLIER shall ensure the safety and protection of workers that are in its employ in all aspects related to the provision of work. For it and under its sole responsibility, will adopt the necessary measures in terms of risk assessment and preventive planning, training and information on risks, behaviour in case of emergency or serious and imminent risk and personal health monitoring at your service and all the other measures that are necessary.

#### 18.5.5. Coordination of activities

If the Contract involves the carrying out of works in the buildings of ENEL, the SUPPLIER shall draw up a Prevention Plan relating to same. The said Prevention Plan will include general and specific risks, risk assessment, protection measures (both legal and natural persons) to be adopted, the preventive planning for the work to be performed and the working procedures.

When several SUPPLIERS participate in carrying out these activities, each supplier based on the nature of the activities that it performs and in accordance with the procedure defined in the applicable legislation, will cooperate with respect to protection, safety and health, assuming its obligations and accounting for its breaches.

ENEL will establish the means and measures of coordinating the business activities that it deems appropriate so that the SUPPLIERS receive the appropriate information and instructions regarding existing risks and concerning the prevention and protection measures, as well as on the emergency measures to be applied, so that they can inform their respective workers.

In addition, each SUPPLIER shall inform ENEL about the risks arising from the activity to be carried out and that can affect the employees or others, or third parties, as well as the protective measures adopted.

#### 18.5.6. Particularly hazardous activities

If the installation by the SUPPLIER of the material or equipment supplied, or the execution of the work or service for ENEL involves the execution of activities that are particularly hazardous, through the exposure of workers to any risks expressly provided for in applicable legislation, namely, the exposure to ionizing radiation, agents that are carcinogenic, mutagenic or toxic, chemical substances, biological agents, explosive materials, open cast or underground mining activities, underwater activities, construction work where there is a risk of falling from heights or ground movement, gas production, power lines, silica particles and use of

asbestos, risk of fire or noise or vibrations, among others, ENEL may request the SUPPLIER to provide details on the monitoring of the health of its workers that may be legally required, with the aim of ensuring compliance with the applicable legislation on Occupational Safety, Hygiene and Health at and the prevention of risks at work. Particularly and whenever the preceding circumstances arise, the SUPPLIER shall provide to ENEL, prior to commencing with the installation of the materials or equipment supplied, the following documentation:

- List containing the names of personnel subjected to the risks listed above and date of last medical examination.
- The Medical Service that conducted the examination.
- The qualification of "fit" for the installation work described.

#### 18.5.7. Reporting accidents, incidents and risks

Whenever an accident occurs during its activities, included when there are no victims, the SUPPLIER has the inevitable and sole duty to notify the responsible person at ENEL on the Contract, completion of all accident reporting forms provided by ENEL or their own, accidents or otherwise their own. Also, when ENEL requests it to do so, the SUPPLIER shall conduct a supplementary investigation, wherein is presented the root causes of the accident and the preventive measures adopted.

Similarly, the SUPPLIER shall notify ENEL of any serious accidents that occurred during the execution of the activity covered by the Contract.

When ENEL launches an investigation to ascertain the causes of an accident, the SUPPLIER will be required to provide its full cooperation, by providing any data and solutions that may be requested.

All comments related to the prevention of risks at work made by the Head of ENEL, in the work or facilities shall be immediately followed-up on by the staff members to whom they are addressed and when they are based on the non-compliance with established standards or guidelines, may result in the imposition of a sanctions, which will be proportional to the seriousness of the misconduct.

For the purposes of improved working conditions and safety, the workers participating in the contracted work must forward to their superior, any suggestions they deem appropriate. Such suggestions shall be submitted to, in accordance with the communication procedure that is prescribed in every case, the Person Responsible at ENEL, for the work or for the service. Actions to take as a result of this information will be decided by the Responsible Person at the SUPPLIER, and each case that may be necessary, shall be submitted to the Person Responsible at ENEL, for the Work or for the Service.

#### 18.5.8. Training

The SUPPLIER shall ensure and, if applicable, will prove adequate theoretical and practical training concerning the risks inherent to the activity to be performed and training of personnel in the field of Occupational Safety, Hygiene and Health, Prevention and First Aid, and shall report on the actions taken in relation to the Person Responsible at ENEL for the delivery of the materials and / or equipment and / or work or service.

### **18.6. Special provisions on occupational safety and health for materials and equipment**

#### 18.6.1. Safety conditions

The SUPPLIER is obliged to comply with the applicable legal regulations, namely, the on the provisions in accordance with Decree-Law 103/2008 of 24

June, Decree-Law 50/2005 of 25 February and Decree-Law 214/95 of 18 August, regarding the Safety conditions of machinery, equipment, products and useful activities to be provided to ENEL.

The SUPPLIER shall ensure that the machinery, equipment and useful activities to be provided to ENEL do not constitute a hazard for the worker, whenever these are installed and used under the conditions, manner and for the recommended purposes.

The SUPPLIER will provide ENEL with information indicating the correct manner of their use by workers, the additional preventive measures that should be taken and the risks of the work involving materials and equipment provided, both during normal use, and in the case of their incorrect handling or use.

#### 18.6.2. Acquisition of machinery

In the case of the acquisition of machinery, the SUPPLIER shall provide assurance to ENEL on the compliance with the requirements governing the same in accordance with the applicable law and in accordance with Directive 98/37/EC relating to the standardisation of the Member States regarding machinery (replaced as from 29 September 2009 by Directive 2006/42/EC).

The Operating Instructions Manual of the machine or equipment that the SUPPLIER delivers to ENEL, will contain all the specifications required by law that are necessary, and, in particular, the instructions that allow, with an acceptable level of risk, the carrying out of: the commissioning or set-up, use, maintenance, installation, assembly, disassembly, regulation, conservation (maintenance and repairs), the learning instructions and contraindications for the operation of the equipment.

#### 18.6.3. Procurement of products and chemicals

The SUPPLIER is required to provide to ENEL products and chemical substances, which are correctly packaged and labelled, in a manner that makes it possible to store and handle the same under conditions that are safe and that clearly identify their contents and the risks to the safety and health of the workers that the related storage thereof carry.

When the SUPPLIER provides ENEL with chemical products that could be dangerous, due to their characteristics of composition and manipulation, risks to workers and, in any case, if such products are in terms of regulations classified as toxic, harmful, corrosive, explosive, flammable, radioactive, carcinogenic, etc., it will inform ENEL about the risks that their use or application may produce, as well as preventive measures for their elimination or control. When such products are considered to be hazardous, according to the current legislation, the SUPPLIER shall inform ENEL who is its Security Adviser, with the aim of coordinating the activities for protection of the safety and health of individuals.

The supplier is required to inform ENEL, in case of the acquisition of materials containing metal dust, organic dust, asbestos, silica or other substances, which can give rise to particularly hazardous risks to the workers or to the facilities.

The SUPPLIER shall provide assurances to ENEL regarding compliance with the current applicable legislation in each case, namely, Decree-Law 301/2000 of 18 November, on the protection of workers against the risk associated with exposure to carcinogens or mutagens at work (such as benzene, vinyl chloride and the sawdust from hard woods, among others) when supplies substances or products classified as carcinogens or where ENEL has to apply the procedures outlined in the said law because of the delivery to be made.

#### 18.6.4. Acquisition of premises, equipment and instruments

In the event of the SUPPLIER providing ENEL with facilities, and instruments, it will ensure that they are compliant with Industrial legislation and Occupational Risk Prevention and it shall inform ENEL about the risks involved in their use and application, as well as the preventive measures for their elimination or control.

In the case of the acquisition of Personal Protective Equipment (PPE) and for the collective, the SUPPLIER shall provide ENEL with assurances as to the effectiveness thereof, provided that they are installed and used under the conditions and in the manner recommended for these.

The SUPPLIER shall inform ENEL of the type of risks to which they are directed, the level of protection to the same and the correct manner for their use and conservation and, in general, of all the specific duties provided for in the applicable legislation, namely, Decree-Law 348/93 of 1 October, Ministerial Order No. 988/93 of 6 October, and Ministerial Order No. 1131/93 of 4 November, on the minimum Safety and Health requirements for the use of the EPI by the workers.

#### 18.6.5. Other special provisions

ENEL may require the SUPPLIER, based on the characteristics of the acquisition of the materials and/or equipment, the organisation and the planning (Plans, standards, Safety Procedures, etc.) and the coordination measures that are legally required or that it deems appropriate in order to ensure the safety, during all stages of the delivery of the materials or equipment.

As a result of that which has been described above, ENEL may require the SUPPLIER to comply with other provisions relating to the prevention of Occupational Risks that supplement, replace or optimise the preceding requirements.

### **18.7. Special provisions on occupational safety and health for the contracting of materials and equipment**

#### 18.7.1. General

Unless ENEL exempts it from this, the SUPPLIER shall appoint for the Work Site or place where services are to be rendered, in good time, a Responsible Person from its organisation with the powers to organise and prepare the implementation thereof.

The Responsible Person from the SUPPLIER at the Work Site or Facilities of ENEL shall work with the Responsible Person from ENEL or the person appointed by the latter, with the aim of coordinating related work in

compliance with the system, organisation, and overall scheduling of the work or service, in accordance with the provisions of ENEL.

The Person in Charge at the Work Site of ENEL shall keep in constant contact with the SUPPLIER, contributing to the proper implementation of the safety measures in all jobs.

On its part, and to contribute to this mission, the organisation of Safety on Site or at the Facilities, established by SUPPLIER will be in close communication with the communication service with the Joint Prevention Service Set of ENEL. The SUPPLIER'S safety organisation will take special care to ensure that its staff and subcontractors comply with the standards on the Prevention of Risks, contained in this own Prevention Plan for the contracted work or services.

Unless otherwise stated, before starting work, the SUPPLIER shall submit to ENEL, for its information, a Prevention Plan especially designed for the contracted work or service. Should ENEL not agree with this Plan, the SUPPLIER shall change the same, which will not have any effect on the Contract until such changes have been made in accordance with the instructions of ENEL.

For guidance and general purposes, the Specific Prevention Plan for the contracted works or services, which the supplier must submit to ENEL, will contain at least the following items:

- Object and scope.
- Work or services to be carried out:
  - Description of the work or service.
  - Envisaged Risks: identification and where it is impossible to eliminate them an assessment thereof.
  - Specially hazardous risks.
  - Preventive Measures and safeguards.
  - Preventive Planning of work to be performed.
- Place where the Work or Service is to be performed:
  - Description of the surrounding conditions.
  - Envisaged risks: identification and if it is not possible to eliminate them an assessment thereof.
  - The existence of particularly hazardous risks
  - Preventive Measures and safeguards.
- Working methods to be used in the development of the Work or Service
  - Envisaged Risks: identification and if it is not possible to eliminate them an assessment thereof.
  - Specially hazardous risks.
  - Methods for particularly hazardous work.
  - Preventive Measures and safeguards.
  - Organisation of safety on the Job site or Facilities.
  - Safety standards to be applied, especially internal procedures.

The review by ENEL of the Prevention Plan does not release the SUPPLIER from its legal obligations in terms of Occupational Safety, Hygiene and Health and Occupational Risk Prevention.

The SUPPLIER is required to inform its, prior to commencing work, of the contents of the risk assessment for the different jobs that are included in its Prevention Plan. To this end, each worker will be informed about the description of the work to be carried out, the most important stages thereof in a sequential order, the risks identified in each phase and the individual and collective prevention measures that must be adopted, as well as of the additional Safety instructions that may be necessary.

This action will be verified in writing by the Responsible Person from ENEL and it will state the terms dealt with, the technical teaching staff and the signature of the attending staff.

#### 18.7.2. Conduct during the performance of the Work or Service

The SUPPLIER shall observe at all times and will take care to ensure that its staff complies with all occupational risk prevention standards and measures as required by the statutory provisions or dictated by prudence, to avoid the occurrence of accidents, if they cause damages and losses to third parties, or if it results in the commission of criminal or administrative offences, in respect of which the SUPPLIER shall be solely and directly liable, even though ENEL is directly involved and the powers conferred on it under this document.

In particular, the SUPPLIER undertakes to comply with all measures concerning occupational risk prevention and coordination of the business activities as informed by ENEL, both in the specifications and technical conditions of the call for tenders, as well as in the Contract or Request, or in any other document prior to the commencement of the work and/or for the duration thereof.

The Responsible person from the SUPPLIER at the Job site or Facilities shall with the utmost care comply with everything relating to Occupational Safety, Hygiene and Health, and in the preservation of the environment, will be responsible for discipline and order of its staff and, if necessary, of its subcontractors, if any.

In addition, for each phase of the Work or Service, the same will consider and study the work to be carried out to detect the risks thereof and adopt appropriate measures to eliminate or control them, and shall conduct an investigation of accidents and incidents that occur, the facts and the root causes, and propose measures that eliminate, reduce and control the same.

#### 18.7.3. Organisation of safety at the Job Site

The SUPPLIER shall establish the security organization that the work requires, so that there is always a security officer from the same together with the workers and whose details and qualifications in Occupational Safety, Hygiene and Health and Occupational Risk Prevention are brought to the attention of ENEL prior to the commencement of work or before making provision for the delegation of duties because of absenteeism or in the case of staff changes.

#### 18.7.4. Coordination of activities

When several SUPPLIERS must simultaneously carry out a given activity, Work or Service, each one of the SUPPLIERS must collaborate in the application of the Occupational Safety, Hygiene and Health and Occupational Risk Prevention rules, and assume its obligations and account for breaches thereof.

#### 18.7.5. Implementation and compliance with the Prevention Plan.

The relationship between the SUPPLIER and ENEL with respect to the application of the Prevention Plan shall be governed by the applicable legislation on Occupational Safety, Hygiene and Health and on Occupational Risk Prevention, which is applicable at all time and under all circumstances those that guide practice and experience based on the characteristics of the work or service to be provided. To this end, the SUPPLIER undertakes to collaborate with ENEL, in so far as is reasonably possible, to protect the integrity and health of the workers.

In the following manner:

- The SUPPLIER shall provide ENEL with the name of the person responsible for the security of in every job, as well as on their training in this area.
- The SUPPLIER shall carry out a review of the material and safety equipment on a monthly basis, including platforms, scaffolding, protections, lifting equipment and accessories for materials etc., providing a detailed report of the same to ENEL. This report will be delivered at the start of work and monthly during the lifetime of the Contract or Request.

If necessary, the verification procedure of the previously indicated working conditions may be revised by ENEL.

#### 18.7.6. Particularly hazardous activities

- When the contracted Work or Service makes provision for the execution of activities such as:
- Work at heights;
- Work related to mining, excavation, movement of soils;
- Jobs requiring the use of explosives;
- Activities where highly hazardous chemical products are used;
- Work evolving electrical hazards;
- Especially for particularly hazardous activities, defined in paragraph 6.3.6 of this Annex.

The SUPPLIER shall define in Prevention or Safety Plan for the mentioned Work or Service, the preventive treatment that will take place on site for such activities and risks and will in all cases comply with all regulatory prescriptions and the legislation concerning the especially hazardous risks of the contracted.

#### 18.7.7. Other related provisions

A. Review and conservation Work.

When contracting Works or Services that include Conservation activities, which are ordinarily performed in Production or Distribution Plants (mechanical and electrical installations, conservation, industrial cleaning of buildings etc.), ENEL shall require the SUPPLIER to submit, prior to the commencement of the Work, a Prevention Plan for the realisation of the Works cited. Within this context, the SUPPLIER shall, comply with, in so far as is applicable, the applicable legal provisions relating to Occupational Safety, Hygiene and Health and Occupational Risk Prevention, as well as that specified herein for particularly hazardous work.

When the SUPPLIER participates in Conservation and Periodic Review work, at the premises of ENEL, it will be required to comply with a "Prevention and Coordination of Activities Plan" (Prevention Plan for the Group Auditors, for the Conservation of Facilities, etc.), which shall govern the different SUPPLIERS that participated in such work.

ENEL will inform the SUPPLIER about the security standards and specifications that it must comply within in the mentioned Plan. Such obligations shall be fulfilled without prejudice to the compliance of applicable legislation on Occupational Safety, Hygiene and Health and Occupational Risk Prevention with which it undertakers to comply.

B. Construction/extraction work using opencast and underground drilling. Application of Decree-Law 324/95 of 29 November and Ministerial Order No. 198/96 of 4 June, among others.

Where the works or services are subject to the provisions of Decree-Law 324/95 of 29 November, on minimum Occupational Safety and Health requirements to be applied in the mining industries using open cast and underground drilling, the SUPPLIER will comply with all the requirements set out in the same, in so far as it is applicable.

ENEL will include in call for bids the compulsory Systematic Study on Safety and Health. The supplier, in compliance with Study on Safety and Health, shall prepare a Health and Safety Plan, which if must provide to ENEL prior to commencing the work.

C. Temporary Employment Agencies

In cases where ENEL contracts Works or Services involving workers in a Temporary Employment relationship or fixed term Contract, as well as workers belonging to temporary work agencies, such workers should enjoy the same levels of protection in terms of Occupational Health, Hygiene and Safety, as the other workers of ENEL, at the place where the work is executed.

In the light of the above, when the Work or Service involves workers from Temporary Employment Agencies, the SUPPLIER will comply, in terms of Occupational Safety, Hygiene and Health of such workers, as provided for in the Labour Code and its regulations, and other applicable legislation.

ENEL shall inform, in particular, the Temporary Employment Agency about the risks that its workers will be exposed to, concerning the need for qualifications or certain professional skills, of the requirement for special medical examinations or the existence of specific risks in the occupational positions to be filled. The SUPPLIER will ensure that workers have adequate and appropriate training for the Work or Service to be provided.

D. Autonomous Workers

Autonomous workers with a Contract for the provision of services shall be deemed to have been employed for the purposes of the application of applicable legal regulations on Occupational Safety, Hygiene and Health. ENEL will require them to comply with the Plans, Regulations and Safety Procedures appropriate to the activity that they will perform.

E. Carriage of dangerous goods

When the SUPPLIER, in compliance with the Contract, has to transport materials that are considered hazardous, according to the applicable legislation, it shall notify ENEL as to the name of its Head of Safety, with the aim of coordinating the activities intended to protect the health and safety of workers.

F. Repairs of equipment owned by ENEL.

The SUPPLIER undertakes to perform the repair of equipment, complying with the safety requirements covered in the equipment repair and maintenance manuals that will be provided to it by the ENEL.

G. Additional special provisions

ENEL may require the supplier, due to the characteristics of the work or service to be provided, the Organisation and the preventive planning (plans, rules, Security Procedures etc.), the coordination measures which are legally required or that consider convenient to ensure security at all stages of the work or service.

As a result of that which has been described above, ENEL may require the SUPPLIER to comply with other provisions relating to the prevention of Occupational Risks, which supplement, replace or optimise compliance with the preceding requirements.

## **18.8. Non-compliance penalties and responsibilities**

### **18.8.1. General**

Should ENEL prove that the supplier does not comply with the Occupational Safety, Hygiene and Health and Occupational Risk Prevention measures, which have been agreed upon or legally established, the Responsible Person from ENEL, who is empowered for this purpose, shall issue a notice that all work must be immediately stopped. The SUPPLIER will be responsible as many actions as are necessary to ensure the safety of persons and property. To this end, the Responsible Person from ENEL, depending on the case, shall set a suitable deadline for the correction thereof. If the SUPPLIER does not

carry out the necessary changes within the time limit set, ENEL will be able to provide this non-compliance, on behalf of and at the expense of the SUPPLIER without such action implies in any responsibility for ENEL. The correction of the situations whose risk level represents an imminent hazard, shall at the discretion of ENEL be carried out immediately.

In instances where the facts described in the preceding paragraph create delays in the execution of the work, the SUPPLIER shall take the necessary steps to reduce the resultant delay, without being entitled to any extension of the agreed execution deadlines.

ENEL may demand that the SUPPLIER adopt all necessary measures to avoid a recurrence of the failure to comply with the Rules and Procedures on Occupational Safety, Hygiene and Health by the SUPPLIER OR its workers.

18.8.2. The failure to comply with the Rules on Occupational Safety, Hygiene and Health and Occupation Risk Prevention for the Work or Service and the Occupational Safety, Hygiene and Health Plan.

A. Criteria for the classification of defects

As regards the Security deficiencies, ENEL will take into account, in general, the SUPPLIER'S failure to comply with the legal provisions on Occupational Health, Safety and Hygiene and Occupational Risk Prevention, as well as other applicable provisions.

To this end, it shall taking into account the seriousness of the facts, the number of workers exposed to risks (possibility of multiple accidents according), without the SUPPLIER having adopted preventive measures and the failure to comply with the Prevention Plans or the supplementary or replacement measures required by the SUPPLIER.

B. Sanctions

Based on the criteria stated above, the SUPPLIER'S breach shall deemed to constitute a breach of the Contract of Request and, consequently will entitle ENEL to adopt any of the following measures depending on the seriousness of the breach:

Verbal or written reprimand to SUPPLIER.

Partial or full stoppages of the work until the defects have been rectified.

Termination of the Contract or Request on the event of a recurrence or whenever the norms contravened are considered critical for ENEL as well as to good practices.

The withdrawal of the SUPPLIER'S qualification as a SUPPLIER to ENEL.

C. BONUSES

With the aim of encouraging the strict compliance with the applicable norms, ENEL may establish a no-claims bonus system.

### **18.9. Penalties for the infringement of the norms relating to occupational health and safety protection**

Without prejudice to the right to terminate the Contract, and without prejudice to the right to claim for damages, in respect of any breaches relating to protection of occupational health and safety, ENEL will be entitled (at its sole discretion) to impose the penalties listed below, following prior notice to the SUPPLIER by registered letter with acknowledgement of receipt:

- a) EUR 500 (five hundred euro) for each breach classified as "serious", according to the table in clause 18 of the General Part of these Contract General Terms and Conditions.
- b) EUR 1000 (one thousand euros) for every infringement classified as "VERY SERIOUS" in accordance with the table in clause 18 of the General Part of these Contract General Terms and Conditions.

If the infringements mentioned in paragraphs a) and b) cause accidents or personal damages, ENEL reserves the right to impose a fine of up to 2% of the total Contract value and, in all cases, not less than EUR 1000 (one thousand euros).

### **19. Financial guarantee**

- 19.1.** Whenever ENEL requests it, the SUPPLIER undertakes to provide, prior to issuing the first invoice, a financial guarantee in favour of ENEL, through the provisions of bank guarantee on first request (in accordance with the model found at the end of the Annex), subject to Portuguese legislation and enforceable in Portugal, issued by a Bank or Portuguese house with recognised solvency, or by the Portuguese branch of the entity, should it be foreign, for a minimum quantity of 10% of the total Contract value and its amendments, extensions and work by management, to address the compliance of all the obligations arising from the same, to cover the compensation or penalties that may be imposed on it.
- 19.2.** The security lodged by the SUPPLIER shall expire 30 (thirty) days after the termination of the Warranty Period or, in its case, after the Final Receipt and consequently, shall be returned, following the prior request of the SUPPLIER and only after all the discounts and all relevant checks have been carried out.
- 19.3.** Should the SUPPLIER not provide the security within the specified deadlines, and without prejudice to the any other actions that it may have, ENEL may decide to terminate the Contract or suspend their effects, until such time as equivalent security is provided by the SUPPLIER. In all cases, ENEL shall be authorised to withhold deliver to the SUPPLIER, until it complies with its obligations to lodge the established securities for the payments that it owes to the same until the completion of 10% of the total Contract value, including the price revision payments, extensions and administration works and without prejudice to the right to terminate the Contract.

### **20. Insurance**

- 20.1.** If the Contract is executed in the form of storage of materials of the SUPPLIER at the facilities of the ENEL, the supplier shall be obliged to Contract, in

addition to the insurance policies described in the namesake paragraph of the General Part, insurance against theft and other damages that the stored material may suffer, for the entire duration of the Contract.

- 20.2.** If in the opinion of ENEL, the insurance covers submitted by the SUPPLIER are insufficient to cover the exposure to the risk, both at the time of the delivery of the materials or equipment and at the time of executing the work or service under the Contract, the SUPPLIER undertakes to review and change the same as may be necessary in accordance with the conditions of the goods insured.

## **21. Industrial and Intellectual Property**

This complies with what has been stated in same paragraph in the General Part of these Contract General Terms and Conditions.

## **22. Confidentiality**

This complies with what has been stated in same paragraph in the General Part of these Contract General Terms and Conditions.

## **23. Processing of Personal Data**

- 23.1.** If the performance of the Contract requires that the supplier access, in the capacity of the Head of Processing, to different personal data files from those for which ENEL is responsible, the provisions in this paragraph shall be applicable.

- 23.2.** The said files, which may be processed and managed by the SUPPLIER, as well as the data and information contained in the same, are and shall remain under the responsibility of ENEL.

- 23.3.** The SUPPLIER is, for the purposes of the Contract, in Charge of Processing, in accordance with the applicable norms concerning Personal Data Protection (LPDP), and undertakes to comply with its obligations as such, without this delivery of this data by ENEL being considered as a communication of personal data for the purposes of the LPDP.

- 23.4.** The SUPPLIER, as Head of Processing declares and warrants that:

- a. Data processing will be carried out according to the criteria, requirements and specifications set out in the Contract and, on the failure of which, according to the instructions, at all times, of ENEL.
- b. The personal data to which the Head of Processing has access as a consequence of the performance of services under the Contract will not be applied or used for any purpose other than that specified therein.
- c. Shall return the personal data directly to ENEL, which may have been the subject to processing over a period of 15 (fifteen) days, as determined from the termination date of the service, in accordance with the provisions of the Contract.
- d. Shall destroy all documents, format or copy of the personal data, which has been subject to processing by virtue of these provisions of the Contract and the return of which has not been possible, for reasons other than those stated in the preceding paragraph. Nevertheless, it shall not destroy the data whenever

there is a legal provision requiring their retention, in which case the SUPPLIER shall keep the said data, duly secured.

- e. Not to disclose not transmit to other natural or legal persons, the private data that may be supplied to it for the purposes of rendering the services under this Contract.
- f. It shall adopt, in handling the data supplied by the ENEL, the measures of a technical and organisational nature required by Law, as well as those that the applicable legislation imposes at any time, so as to ensure the safety of private data and prevent its alteration, loss, handling or unauthorised access, bearing in mind the state of the technology, nature of the data stored and the risks to which these are exposed, which may arise from human acts, physical or natural means. The measure shall cover, purely by way of example, hardware, software, recovery processes, backup copies and information extracted from personal data shown on the screen or printed form.
- g. Should it become necessary to carry out the international transfer of data, for the provision of the service, the SUPPLIER undertakes to inform ENEL, beforehand and in good time so that it may request the corresponding authorisations, without which, the SUPPLIER may not carry out such transfers.

**23.5.** Without prejudice to the provisions of item e) above, should ENEL authorise the subcontracting of certain services in favour of third parties, which may require them to access personal data included in files covered by this point, the SUPPLIER undertakes, prior to such subcontracting, to jointly conclude a Contract between the Parties and subcontractors, so that the latter expressly agree to assume the position of Person Entrusted with Data Processing, with the same stipulations as those contained in this paragraph, as well as all other obligations in relation to the person in Charge of Processing, with the same stipulations as those contained in this paragraph, as well as all those obligations under the data protection regulations and which are not copies of their status as Person Responsible for Processing as a result of the Content of the Contract.

The SUPPLIER undertakes to hold ENEL harmless against any claim that can be lodged (especially in the case of the institution of any type or proceedings by the National Commission for Data Protection), for non-compliance, as the Person in Charge of Processing, the legislation on Personal Data Protection, and accepts liability for the payment of any amount to which ENEL may be sentenced due to such non-compliance, in terms of penalty, fine, compensation, damages, losses and interest.

**23.6.** For the compliance with the duty of care concerning the protection of personal data, ENEL reserves the right to undertake, whenever it deems necessary, audits that permit the verification of the degree of compliance with safety measures required by law, in accordance with the provisions of paragraph f) of paragraph 5.4.

In the same way, the SUPPLIER shall conduct, in accordance with the applicable regulations, a bi-annual audit to ensure compliance with the provisions of the applicable legislation, and may request the cooperation of ENEL for this purpose. ENEL may ask the SUPPLIER a copy of the audit performed, whereby the latter shall provide ENEL with a copy of same.

**23.7.** Technical and legal obligations in the protection of information.

The SUPPLIER shall comply with the necessary safety measures, in terms of legal provisions or at the request of ENEL, based on the ratings carried out on the information subject to processing.

Therefore, ENEL reserves the right to perform, whenever it deems appropriate, audits to verify the degree of compliance with the defined safety measures.

## **24. Environmental protection**

### **24.1 Materials and / or equipment.**

- 24.1.1. The SUPPLIER undertakes to adopt the appropriate measures in order to ensure strict compliance with its obligations arising from the application of all applicable Government, Regional, Provincial and Local environmental legislation , especially in relation to the correct packaging and labelling of the products supplied, (date of packaging, manufacturing, shelf life of the product etc.), as well as whether the packaging of chemical product is recyclable, in the cases where such products are deemed to be hazardous in accordance with the applicable legislation, without prejudice to any other legal development that, in future, will be produced on the subject, and restore the damage caused as a result of any breach of applicable current legislation.
- 24.1.2. The SUPPLIER undertakes to supply, in so far as it is possible to do so, environmentally friendly products or services, as well as for those having a longer useful life, which costs less and are less likely to produce waste due to the validity of the product.
- 24.1.3. The SUPPLIER warrants that the components used in its materials and equipment is not carcinogenic or chemically unstable.
- 24.1.4. The SUPPLIER shall respect the limits specified for the marketing of dangerous substances and preparations, which have been set forth in legislation, as well as any other future legal amendment on the subject. In particular it will prove the absence of PCB's in equipment oil, as well as the absence of CFCs, HCFCs, halons, etc., with trade restrictions.
- 24.1.5. The SUPPLIER will be responsible for ensuring that transportation complies with that which has been prescribed by the applicable legislation.
- 24.1.6. Unloading of products and materials shall be done in accordance with the procedures, which have been duly established to comply with the applicable law in every jurisdiction, on the handling of hazardous substances.
- 24.1.7. Whenever it is possible to do so and even though there is no legal duty, the SUPPLIER shall re-use or recycle the waste produced by its products or materials.
- 24.1.8. ENEL reserves the right to monitor and control the correct management of waste by the SUPPLIER

24.1.9. If the scope of the Contract includes the purchase of substances, such as, in the form of a mixture or contained in items, which is included but not limited to the following:

- insulating oils;
- lubricating oils;
- polishes
- paints, dyes (including "Toner") and varnishes;
- solvents;
- chemical products;
- electric batteries;
- gases (bottled or in equipment)
- Fuels (diesel, gasoline)
- Laboratory reagents;
- Cleaning products

The supplier shall confirm compliance with legislation in force concerning registration, evaluation, authorisation and restriction of chemical substances and preparations, provide the safety data sheet, handling and storage of substances or mixtures that provides prepared according to the current legislation. The safety data sheet shall contain all information on the uses of the supplied substances or mixtures.

24.1.10. The SUPPLIER undertakes to carry out the management of empty containers in which supplies the product, complying with the provisions of the legislation on the subject, and undertakes to in any way remove them when ENEL requests it and to place them at its disposal for that purpose, taking full responsibility for compliance with the required standards for transportation thereof, as set out in the previous paragraphs. It will also be required to remove the packaging used to transport the same under the conditions and within the time limits specified in each Contract, or in the event that this is not specified, after successive deliveries it will remove the packaging from previous deliveries when ENEL so desires.

The electric equipment supplier will comply with the conditions imposed by the legislation in force. Special attention shall be paid to electrical metres, computers, counters and the facilities monitoring equipment, which the SUPPLIER will be required to remove them at the end of their useful lives by establishing adequate logistics of using the return of supplies at no cost to ENEL.

## **24.2. Works and / or services**

24.2.1. The supplier shall meet all applicable requirements and standards, to complete the job.

24.2.2. The SUPPLIER shall ensure, and where appropriate shall prove, that the person who will carry out the work under the Contract, possesses or receives the appropriate theoretical and practical training for this purpose, and in particular, the necessary training to ensure correct conduct in relation to the environment and to reduce the risk of an accidents having an experimental impact. The training shall include the duties for which they are responsible arising from the Environmental Management System documents, where one has already been implemented or in the process of being implemented, as is common in ENEL'S different businesses.

- 24.2.3. The SUPPLIER shall provide its staff with the necessary means so that the work can be carried out with respect for the environment. In addition, it undertakes to comply with all applicable legal requirements, as well as those arising from the Environmental Management System, where one has been implemented at the facilities that are the subject of the Contract.
- 24.2.4. The SUPPLIER shall be liable for any environmental accident caused by it, as a result of undertaking the work, and ENEL reserves the right to hold the SUPPLIER liable for the actions and expenses arising from the breach of its obligations on environmental matters. The SUPPLIER shall implement appropriate measures to ensure the strict compliance with all applicable State, Autonomous, Regional, Provincial and Local environmental legislation, which is applicable to the work and restore the damage that it may have caused as a result of the failure to comply with applicable legislation.
- 24.2.5. The SUPPLIER shall draw up a risk prevention and environmental contingencies plan arising from the work to be performed, which it will deliver to ENEL, when requested, and in order to avoid any accident, it will adopt timely preventive measures to ensure compliance with the applicable regulations, as well as those that dictate good environmental management practices, such as:
- Appropriately storing and managing chemicals and goods or toxic and dangerous waste, separating incompatible chemicals and avoiding the mixing of waste.
  - Clearly marking areas and waste with special emphasis on environmental impact.
  - Prevent leaks, spills and contamination of soils, tanks or beds.
  - Prohibit its employees to make fires, spills or uncontrolled abandonment.
  - Prevent emissions of dust or other substances during the transportation of materials.
  - Pay attention especially to ban on any kind of uncontrolled leakage, as well as the abandonment of any type of waste in the area covered by contracted works and services performed, the cleaning of which should keep order during each day of work and, in particular, at the end of it, and, in addition, to meet the specified environmental procedures of the Environmental Management System applicable to the work and run, if there is one already deployed at the premises the subject of the Contract.
  - To properly isolate each residue, the supplier shall put a number of containers, lockable, marked and in good condition, on, when as a consequence of the same managing residue, which must be managed later conveniently by authorized manager and according to the legislation. The SUPPLIER shall deliver to ENEL, at its request, a copy of the documentation relating to the transportation, management and

disposal of the waste according to the relevant regulations, as well as the permits that enable hauliers and managers used.

- On completion of all the commissioned work or services, the SUPPLIER will be required to the working areas clean and free of debris, by removing, on completion of the work all rubble, packaging, packets, bags, scrap, and any kind of waste produced, which are found at the same, and it shall bear the responsibility and costs of the collection, transportation and authorised management of the same.
- Moreover, it shall implement timely measures to ensure strict compliance with environmental legislation in force and applicable to works cited.

24.2.6. The Site Manager of the SUPPLIER shall be responsible for the monitoring and compliance with the procedures, and may designate another person to perform the task, by notifying ENEL'S technical site manager, of his identification details, in order to send him specific environmental instructions for the work to be performed.

24.2.7. The SUPPLIER undertakes to immediately inform ENEL'S technical site manager, about any environmental accidents that occurred during the execution of same, and is required to submit a written report on what happened and the causes thereof.

24.2.8. In the event of an environmental accident occurring, of whatever nature, the SUPPLIER undertakes to comply with the instructions of ENEL'S site manager.

24.2.9. When faced with a breach of any of these clauses, ENEL'S site manager, may suspend them, and the SUPPLIER shall be liable for the losses caused in any case, non-compliance with obligations relating to conservation of the work site, will result in the deduction of the expenses incurred plus 10% of the same from the invoices submitted, as a penalty.

The SUPPLIER accepts that these specifications will be applied to all work or services that it has to carry out at any premises of ENEL or third parties.

## **25. Vendor Rating**

This complies with what has been stated in same paragraph in the General Part of these Contract General Terms and Conditions.

## **26. Unite Nations Global Compact**

This complies with what has been stated in same paragraph in the General Part of these Contract General Terms and Conditions.

## **27. Ethical Code of Conduct**

### **27.1. General**

The ENEL Group, in managing its business and activities and those related to third parties, complies with the provisions of "General Principles for Criminal Risk Prevention". The SUPPLIER, in the management of its business and relationships with third parties undertakes to comply with such principles or similar.

These principles, as well as the rest of the Ethical Conduct Regulations are available here [www.endesa.com](http://www.endesa.com).

## 27.2. Conflicts of interest

The SUPPLIER (if a natural person), on signature of the Contract, declares:

1. That it does not perform, in the companies of the ENEL Group, senior management duties (Director, Senior Manager with strategic duties), as an employee of the company or of the auditors of the ENEL Group;
2. That it does have, within the ENEL Group companies, relatives up to the second degree / spouse not legally separated / cohabitant / husband / his partner's child / who are linked to each other by consanguinity or affinity;
3. Which has not occupied or occupy both the vendor as their respective family members (spouse not separated or close relatives) in the past 24 months, positions in Public Administration or in entities of public services that have had a direct relation with activities carried out by any of the companies in the Group ENEL (granting of concessions, monitoring activities etc.).

The SUPPLIER (if a legal person<sup>1</sup>), on the signature of the Contract, declares:

That as a result of the knowledge of its corporate structure, no person belonging to its governing, management and control bodies (including trust companies):

- a. Is a member of Senior Management or of the Governing Bodies or the Audit Committee, or an executive with key responsibility in the companies of the ENEL Group, nor is it a relative up to the second degree, spouse, partner, child of a spouse or relative, or dependent person (by kinship or marriage) of the members.
- b. Employed in any of the companies in the ENEL Group, nor a family member up to the second degree, spouse, partner, child of a spouse or relative or dependent person (by kinship or marriage) of the members.
- c. Has occupied or occupies, both the actual person as well as their respective family members (spouse not separated or close relatives), within the past 24 months, positions in Public Administration or in Entities in charge of public services, which have been directly related to the activities carried out by any of the companies of the ENEL Group (granting of concessions, monitoring activities etc.).

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<sup>1</sup> Public organizations, companies listed on the stock exchange, banks and companies controlled by them are not bound to this statement

The SUPPLIER undertakes to inform ENEL of any changes that may subsequently occur and will it carries out or acts in the capacity of a SUPPLIER, with regards to the information declared prior to the signature of the Contract.

## **28. Applicable law and settlement of disputes**

The Contract and all matters that may arise between the Parties with respect to the same shall be governed exclusively by Portuguese law and the Portuguese courts, to which the SUPPLIER and ENEL expressly submit.

**Annex A****SPECIMEN GUARANTEE FOR THE FIRST REQUEST**

The Bank • and its name • and • duly authorised thereto, through this document severally guarantees, in the most comprehensive manner permitted by law, the • in favour of ENDESA GENERACION PORTUGAL, S.A., to the sum of • € (•euros) to meet its obligations arising from • in Contract No. •, signed with ENDESA GENERACION PORTUGAL, SA, dated •~~€~~

This guarantee is provided as a bank guarantee abstract of first, for which the Bank • undertakes to pay up to the maximum amount indicated above to the first request made in writing by ENDESA GENERACION PORTUGAL, S.A. Such demand signed by a representative of ENDESA GENERACION PORTUGAL, S.A., who is duly authorised thereto and will be presented at the Bank • branch located at •.

The payment obligation of the Bank • is abstract and it expressly renounces the benefits of order, foreclosure and division, and undertakes to meet all requests for payment that ENDESA GENERACION PORTUGAL, S.A. submits regarding this guarantee, delivering to the latter company the amount demanded, where it shall be sufficient if this demand is made by ENDESA GENERACION PORTUGAL, S.A and in writing in accordance with requirements listed in the preceding paragraph, without raising allowing any defence or exception, including opposition to the • execution of this guarantee. ENDESA GENERACION PORTUGAL, S.A. shall inform • of the submission of a demand for payment under this guarantee, indicating its cause and reason.

This abstract guarantee will be discharged when •, where this fact shall be notified to the Bank •, since this is one of the operations that, according to article • of the Articles of Association in terms of which the Bank is governed, may be carried out for one of its ends •.

The signatories to this guarantee are duly authorised to represent and bind the Bank •, which is one of the operations, according to the article • of the Articles of Association in terms of which the Bank is governed, may be carried out for one of its ends.

This guarantee was registered under number •.

Date and place