

**This “Annex IV Spain” applies to contracts for the Purchase of supplies, services or works (hereinafter, the “Agreement”) subject to the laws of Spain, and concluded between Enel Group companies and the Contractor (hereinafter the “Parties”).**

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## 1. Scope.

In accordance with the wording in the paragraph of the same name in the General Part of these General Terms and Conditions.

## 2. Definitions.

- **MINUTES OF ACKNOWLEDGEMENT OF WORKS AND SERVICES:** Minutes in which the defects found in the works or services completed are stated, as well as the term within which they shall be rectified by Contractor.
- **DELIVERY NOTE:** Commercial paper containing a list of goods supplied and that certifies the delivery thereof.
- **SHIPPING AUTHORIZATION:** Document issued by ENEL, which empowers Contractor to proceed to the total or partial shipment of equipment or material covered by the Agreement.
- **ADVANCE SHIPPING NOTICE:** Document issued by Contractor once all agreed procedures are completed, by which ENEL is notified that Contractor has proceeded with the shipment of all or part of the equipment or material covered by the Agreement.
- **AGREED QUALITY:** Agreement set forth between ENEL and Contractor according to which, the latter, ensures quality levels previously agreed between them.
- **LETTER OF INTENT or ORDER TO PROCEED:** Non-binding agreement which contains commitments that may be formalized or not in an Agreement.
- **INSPECTOR:** A person or entity appointed by ENEL to carry out inspections at any stage of execution of the Agreement.
- **REQUEST TO OFFER:** Document through which ENEL requests a bid. This shall consist in the Technical Specifications and Commercial and Legal Specifications, among which the General Terms and Conditions are included.
- **QUALITY CONTROL PLAN:** Document issued by Contractor specifying the processes, procedures and associated resources that shall be applied to meet the requirements of the Agreement.
- **INSPECTION POINTS PROGRAM:** Document issued by Contractor and approved by ENEL, in which the different inspections, tests, trials or examinations to be performed are reflected.
- **RECEPTION AT ORIGIN:** A procedure in which the tests or mandatory trials for the receipt of material is performed in the presence of ENEL technicians or the person or entity authorized by ENEL, and in the premises of the Contractor, its subcontractor or any other entity agreed upon by both Parties.
- **RECEPTION BY PROTOCOL:** Revision of mandatory testing protocols previously made by Contractor, by which ENEL technicians or the person or entity authorized by ENEL approves the dispatch of the material in question, or conversely, decides the results of such testing protocols by the Reception at Origin.
- **QUALITY ASSURANCE SYSTEM:** A system that set forth the requirements to be met by Contractor in order to effectively and accurately carry out the object of the contract.

### 3. **Language.**

In accordance with what is stated in the homonymous section of the General Part of these General Contracting Terms and Conditions.

### 4. **Formalization.**

In accordance with what is stated in the homonymous section of the General Part of these General Contracting Terms and Conditions.

### 5. **Interpretation and hierarchy.**

- 5.1. All matters governed in this Annex shall be governed primarily by the terms and conditions contained herein, and complementary by the terms and conditions contained in paragraphs of the same name in the General Part of the General Terms and Conditions of the Agreement.
- 5.2. Those matters which regulation in the Annex expressly states that they shall be governed directly by what is set forth in the paragraph of the same name in the General Part of the General Terms and Conditions of the Agreement are excluded from the preceding paragraph.

### 6. **Communications.**

In accordance with what is stated in the homonymous section of the General Part of these General Contracting Terms and Conditions.

### 7. **Economic Terms.**

#### 7.1. **Prices.**

7.1.1. In the event of the performance of a work or service, the price of the Agreement includes, unless expressly included in other items, at least the following, to wit:

- Direct and indirect work force.
- Machinery and associated personnel.
- Machinery depreciation.
- Permanent and consumable materials.
- Transportation to/from the place of work, of personnel, materials and means.
- Installation and service authorization.
- Maintenance expenses.
- Overhead and business profit.
- Taxes, rates and excise taxes set forth by law.
- Expenses caused to Contractor by reasons of scheduling, survey and testing, control of materials, execution control, trials, receptions and other tests.
- Full implementation of all units in accordance with the Technical Specifications and other contractual documents.
- Construction, demolition and removal of construction, monitoring or storage ancillary facilities, and of those facilities conducted in compliance with the Regulations for the Prevention of Occupational Risks.
- Costs for economic security, insurance or other guarantees, if any.

7.1.2. Prices shall be broken down into cost of services, cost of materials and taxes levied under the applicable law.

7.1.3. Contractor shall bear all additional costs for freight, transportation and other expenses caused by breach of delivery and shipping terms under the Agreement.

- 7.1.4. Any material, equipment or work not included in the Agreement shall not be paid if their execution have not been previously offered by Contractor in writing and expressly indicating its price, and accepted in writing by a duly empowered representative of ENEL.
- 7.1.5. Contractor is obliged to accept the extensions, amendments and reductions in the scope of the Agreement at the agreed prices, provided that they do not, on the whole, represent an increase or decrease of more than 20% of the price of the Agreement. The new delivery date, if any, shall be set forth by the Parties' agreement, at Contractor reasonable proposal.
- 7.1.6. If the extensions, amendments or reductions proposed by ENEL on the grounds of a justified reason, together represent an increase or decrease of more than 20% of the price of the Agreement, Contractor may accept them or reject them, but in the latter case, ENEL shall be entitled to terminate the Contract.
- 7.1.7. In cases where a unit of work not provided for in the Agreement price table shall be executed, the corresponding price shall be determined between ENEL and Contractor at the latter's proposal duly justified, based on the breakdown of costs of other similar units having unit price.
- 7.1.8. Negotiations of the contradictory price shall be independent from the performance of the unit in question, and Contractor shall be obliged to execute such unit immediately after receiving ENEL's request.
- 7.1.9. In case it is not possible to set a negotiated price or in the event where ENEL deems necessary, the price shall be set by the administration, for which Contractor shall include in its offer the corresponding scales, and also the same concepts as defined in clause 7.1.1.
- 7.1.10. The performance of work by the administration shall only be carried out prior written execution order of ENEL.
- 7.1.11. Contract price shall include the tools of their specialization, as well as the equipment necessary for their protection, safety and proper execution of works.
- 7.1.12. Additional amounts for transport, diets or maintenance of Contractor's personnel shall not be accepted.

## 7.2. **Changing Prices**

- 7.2.1. As text contained in the eponymous section of the General Part of these General Terms and Conditions.

## 7.3. **Billing.**

- 7.3.1. Within the same bill, the following concept shall be necessary to separate, to wit:
- a) Possible work contracted by administrators in addition to what was agreed in the Agreement.
  - b) Increases already billed by applying adjustment formulas set forth in the Agreement. In such case, receipts of the values of the indexes used and the details of the corresponding adjustment formula shall be necessary.

- 7.3.2. In the event of loss of bill, Contractor may issue a duplicate provided such duplicate

be an original document bearing the words "Duplicate for loss of the original"

- 7.3.3. All the bills and, where appropriate, their supporting documentation, and unless otherwise provided in the Agreement, such documentation shall be sent to the address below:

**ENDESA Dirección de Administración y Tesorería**  
**Subdirección de Administración**  
**Ribera del Loira, 60**  
**28042 MADRID - SPAIN**

**7.4. Terms of Payment.**

With the prior agreement of ENEL regarding the compliance with the contractual terms and conditions, the bills received shall be paid within the period specified in the special conditions of the Agreement, in accordance with the current legislation.

In the event of default in payment by ENEL for reasons solely attributable to them, ENEL shall pay the CONTRACTOR an additional amount for interest on late payments in accordance with the applicable legislation in force.

Any payment made before the Provisional Acceptance in accordance with the provisions set forth in the Agreement shall be deemed as payments on account of the final price. In the event that no guarantee has been submitted for the faithful performance of the Agreement, Contractor, simultaneously to each of the possible payments, shall submit to ENEL a bail bond with the requirements set forth in the General Conditions herein, to ensure such payments.

**8. Taxes.**

In accordance with what is stated in the homonymous section of the General Part of these General Contracting Terms and Conditions.

**9. Execution.**

**9.1. General terms.**

In accordance with what is stated in the homonymous section of the General Part of these General Contracting Terms and Conditions.

**9.2. Inspections, tests and trials.**

- 9.2.1. ENEL may inspect the materials and equipment covered by the Agreement at any time of manufacture, as well as the execution of the works or services contracted, including the Contractor materials employed in their performance. Such inspection shall be carried out by their own personnel or by those persons or entities appointed for such task in the buildings, offices, plants, workshops, warehouses of Contractor and those of their subcontractors, for which purpose ENEL's inspectors shall have free access to such facilities, and shall be provided with everything they deem necessary.
- 9.2.2. Notwithstanding the above terms, in the Agreements so provided, the tests or trials shall be carried out adjusting at all to the Inspection Point Program developed by Contractor 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, works or service under the Agreement satisfactorily fulfill the conditions required by ENEL and, where appropriate, by the relevant technical standards.
- 9.3.2. Contractor is solely responsible for quality control, regardless of the examinations and tests to perform or required by ENEL by their own means or by a third party. These trials shall not alter the full responsibility which solely rests with Contractor.
- 9.3.3. Before starting the manufacturing process or the performance of the work or service contracted, for their approval Contractor shall, at ENEL request, submit a Quality Control Plan (according to ISO 10005 or equivalent standard) which shall include the Inspection Points Program, and the relationship of applicable operations and procedures.

Once the Quality Control Plan mentioned has been submitted, ENEL may present objections to it within a period of fifteen (15) working days, which shall always be justified, and Contractor shall be bound to modify it with due diligence, making the necessary corrections according to the objections indicated by ENEL.

- 9.3.4. During the execution of the Agreement, Contractor shall strictly and rigorously comply with the provisions set forth by the System of Quality Assurance and Quality Control Plan approved by ENEL, which may make any necessary audits to verify their compliance.
- 9.3.5. Upon completion of the execution of the Agreement, Contractor shall submit to ENEL, for their approval, a final report of Quality Control, the contents of which shall comply with the provisions set forth in the Agreement and in the Quality Control Plan approved.
- 9.3.6. ENEL may require the Contractor to deposit before a Notary all the technical documentation required for the manufacture of materials and equipment under the Agreement. Such documentation shall be available to ENEL, which may use it in those cases where product discontinuation is intended or in situations of insolvency of the Contractor, its subcontractors or suppliers.
- 9.3.7. Compliance with these conditions of quality control does not hold Contractor harmless, in any case, from their liability for the incorrect execution of the Agreement.

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

#### 9.4.1. **General terms.**

- 9.4.1.1. If the Agreement does not set forth a specific completion date and only sets forth the execution term or shipment, such term shall begin as from the signing of the Agreement or from the date of issuance of the Letter of Intent or Notice to Proceed.

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

- 9.4.2.1. With each delivery, Contractor shall present all the final technical documentation and testing protocols established in the specifications, in the Agreement and, if applicable, in the relevant Technical Standards.

9.4.2.2. Contractor, in addition to the above mentioned documentation, shall certify, if required by ENEL, that the design, raw materials, materials and brands and type of the components are identical to those which resulted in the approval, if any.

9.4.2.3. To perform the delivery, Contractor shall send ENEL in due time, to the attention of the contact person or to the person responsible for receipt appointed in the Agreement, Notice of Shipment indicating therein the data as follows:

- Agreement reference number.
- Number of packages sent, with indication of the material contained therein. If they are the last of the contracted, such fact shall be expressly indicated.
- Data relating to the means of transport used and/or the transportation company with the data and phone of the contact person.
- Date and place of availability of equipment or materials.

Also, Contractor undertakes to notify ENEL, immediately, of any circumstance that alters the delivery terms agreed.

9.4.2.4. In materials or equipment subject to quality control, and unless otherwise agreed, Contractor shall not send them until their reception of the mandatory Shipping Authorization prior to the Reception Protocol or Reception at Origin issued by ENEL. Those supplies under a system of Agreed Quality do not fall under the above requirement. However, if Contractor proceeds to the shipping, all the expenses incurred by the shipment shall be their responsibility.

9.4.2.5. Unless otherwise provided in the Agreement, delivery of materials and equipment shall be in DDP form (Incoterms ICC 2010) at the destination specified in the Agreement. The terms shall be interpreted, as regards the delivery, property, insurance, etc., in accordance with the Incoterm, and insofar as this is not inconsistent to the provisions of the Agreement.

9.4.2.6. Notwithstanding the delivery date is deemed complied with, ENEL may postpone any shipment or delivery of materials or equipment. Contractor shall bear the costs of storage and insurance during the month following the agreed delivery date. If the shipping postponement were to last more time, compensation for subsequent storage and insurance costs shall be mutually agreed.

9.4.2.7. Once the material or equipment has been received by ENEL, a Provisional Acceptance Certificate shall be issued and shall be signed by both Parties, in which a reference shall be made with respect to the successful outcome of the tests or trials and final examinations, or the circumstances for rectification or amendments of deficiencies noted in them shall be recorded. The Provisional Acceptance Certificate shall be formalized within a maximum of eight (8) calendar days from the date of its request by either Party, after all the conditions or activities under the Agreement are complied with.

When tests or trials and final recognitions are not required, the delivery of materials and equipment by Contractor shall be formalized with the ENEL agreement of the receipt thereof.

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

9.5.1.1. After the Warranty Period of agreement, Contractor shall notify ENEL the expiration of such Period, requesting the Final Acceptance. In view of the request, ENEL, if necessary, shall notify the Contractor the date set for the Final Acceptance which shall occur no later than thirty (30) days from receipt of the notification by ENEL.

On the day fixed by mutual agreement to carry out the Final Acceptance, in the presence of Contractor, the verification of the status of the work or service

contracted shall be conducted, as well as the verification whether such work or service meets the requirements, by conducting all the necessary tests.

9.5.1.2. The management of the execution of the works or services ordered, shall correspond completely to Contractor.

9.5.1.3. Contractor shall issue the corresponding certificates of Project Management and Final Certification of the Work or Service when they are mandatory for the legalization of the works or services performed.

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

9.6.1. Materials and/or equipment.

9.6.1.1. Contractor shall be liable for hidden defects or manufacturing defects, also during the Warranty Period and up to the period prescribed by the applicable law, regardless of the legal responsibilities or otherwise that may arise.

9.6.2. Works and/or services.

9.6.2.1. Contractor shall be liable for hidden defects or defects, also during the Warranty Period and up to the period prescribed by the applicable law, regardless of the legal responsibilities or otherwise that may arise.

## 10. **Assignment and Subcontracting.**

10.1. Under no circumstances may any contractual relationship be inferred among subcontractors or assignees and ENEL, and Contractor shall always be responsible for all activities of such subcontractors or assignees, and the fulfillment of contractual, legal and fiscal obligations derived from the performance of their work, as well as for any damages caused to ENEL by any of its subcontractors or assignees, their agents, consultants and employees.

10.2. ENEL shall not be liable to any subcontractor or assignee, or to the staff thereof, for any claim arising directly or indirectly from the Agreement, so that Contractor agrees and undertakes to carry out everything within its power to prevent the development and/or processing of such claims in favor of ENEL. Therefore, Contractor shall be liable and shall hold ENEL harmless from and against any action, judicial or extra judicial, or proceeding filed against ENEL by any subcontractor or assignee, or staff thereof. The aforementioned indemnity shall reach both the amount payable by ENEL, as well as any costs or expenses of any nature in which ENEL may incur as a result of such claim. Failure by Contractor to perform any obligation set forth in this section shall be considered a serious non-compliance, and shall empower ENEL to terminate the Agreement on the grounds of breach of Contractor, regardless of any legal action to which ENEL may have the right.

10.3. In the event of assignment of the Contract or subcontracting, Contractor agrees and undertakes to obtain from the assignee or subcontractor, the prior acceptance of their obligations in favor of ENEL arising from all contractual, legal, labor terms, confidentiality clause and safety terms and conditions, being necessary to produce the relevant documentation.

10.4. According to the above, ENEL may at any time inspect and monitor works or manufacturing jobs from the assignee or subcontractor, and compliance with their obligations. The subcontractor or assignee is obliged to provide ENEL all assistance that may be necessary (documentation, reports, free access to their plants, workshops or facilities, etc.).

10.5. ENEL may reject those subcontractors or assignees that, during the progress of work,



ENEL deems not appropriate to maintain.

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

ENEL may, with the only requirement of notice to Contractor, assign their rights to collection or payment obligations arising out of the Agreement, in favor of any other subsidiary of ENEL.

**12. Obligations of Supplier.**

In accordance with what is stated in the homonymous section of the General Part of these General Contracting Terms and Conditions.

**13. Liability of Supplier.**

In accordance with what is stated in the homonymous section of the General Part of these General Contracting Terms and Conditions.

**14. Warranty Period.**

- 14.1. The Warranty Period of the materials and equipment as well as works or services contracted, extends for the time specified in the Agreement, and alternatively, for a period of one (1) year as from the date of the Provisional Acceptance Certificate. In the event of failure to issue the Minutes, the year shall be counted from the conformity of ENEL to the delivery of the material or the communication of the completion of the work or the service contracted and delivery of the documentation by Contractor to obtain administrative authorization for the work start up, if any.
- 14.2. If upon expiration of the Warranty Period, a period of six (6) months have not lasted at least since the start up of the main facility of ENEL intended to form part or that forms part of the Agreement, such Warranty Period shall be automatically extended until the end of said six (6) months, unless the materials or equipment provided by Contractor have suffered a repair or replacement, in which case, they shall be guaranteed by a period equal to Initial Warranty Period. Under no circumstances may this mean higher costs for Enel.
- 14.3. Upon expiration of the Warranty Period and the Final Acceptance carried out, ENEL may, for its sole benefit, directly by itself or through third parties, freely modify or alter the materials and equipment under the Agreement or buildings constructed or facilities mounted, including when they are covered by licenses, patents or any other form of industrial property in favor of Contractor, preserving the confidentiality owed in all cases by reason thereof.

**15. Penalties.**

- 15.1. Without prejudice to the provisions of subparagraph 16.3. of the General Part of this General Terms and Conditions about Termination of the Agreement for reasons attributable to Contractor, any breach attributable to Contractor of delivery dates or both partial and final execution deadlines, as well as any other expressly term set forth in the Agreement or these Terms and Conditions, shall result in the application of a penalty by ENEL, which in no case shall have compensatory basis.

In the event that no other penalty has been set forth, the penalty, for delay, shall be 1.5% of the total amount of the Agreement per week of delay during the first four weeks, and 4% as from the fifth week.

If during the warranty period ENEL is deprived of the disposal or use of the materials or equipment contracted, or of the work done or mounted facilities because of a defect, malfunction or failure that has occurred or noticed in them not attributable to ENEL, or because of deficiencies in the performance or in the works to be carried out to remedy them, in compliance with the Guaranteed Commitment, Contractor shall be liable to the penalty that has been set forth for this event in the Agreement, and if no penalty has been set forth, Contractor shall be liable for 0.1% of the total amount of the Agreement per each calendar day of non-availability or non-use.

- 15.2. The sum of penalties payment shall not exceed 15% of the total amount of the Agreement. If this limit is exceeded, ENEL shall apply the penalty and shall be entitled to terminate the Agreement in accordance with the applicable law.

Payment of such penalties shall not deprive ENEL of the power to charge further to the Contractor all expenses and costs it is bound to support and / or pay to third parties as a direct result of the delay or failure, occasioned.

- 15.3. The application of the penalties set forth does not release Contractor from compliance of the Contract in its entirety. Therefore, Contractor is obliged to eliminate technical deficiencies noticed, to pay the penalties that may apply, to recover his lost deadline costs and to substitute materials and equipment, or redo or repeat, as appropriate, the work or services under the Agreement, at the request of ENEL.
- 15.4. The procedure for the collection of any penalty arising from the Agreement shall be based in accordance with what is described in this section.

ENEL shall notify in writing to Contractor about the appropriate penalty, including the detail of amount thereof. Contractor shall, within fifteen (15) calendar days from the date of notice, submit the terms of their defense they think fit.

After this period, and in the event that ENEL does not accept such defense, Contractor shall deduct, on their bill, the amount corresponding to the penalty applied. Should such discount not occur, the guarantees furnished, or collection by any other means provided for in the Agreement, in the laws or in these General Terms and Conditions shall be executed by the corresponding amount, and all this regardless of any compensation for damages on behalf of ENEL that may arise.

After executing the bail bond, Contractor shall be required to reimburse such bond in the same amount, as provided for in paragraph 19.

As long as such refund is pending, ENEL shall retain the balance that would result between the total amount of the guarantee and the amount of the penalty.

In the event that the amount of the initial guarantee is not sufficient to cover the penalties amount, ENEL shall offset pending payments necessary to cover the total penalties amount, regardless of the warranty reimbursement in accordance with the above.

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

In accordance with what is stated in the homonymous section of the General Part of these General Contracting Terms and Conditions.

## 17. **Force Majeure.**

In accordance with what is stated in the homonymous section of the General Part of

these General Contracting Terms and Conditions.

## 18. **Legal-Labor, Safety and Occupational Health Obligations.**

Contractor shall comply with labor, legal or conventional, standards that were applicable and the provisions regarding Social Security for their Dependents.

For this purpose, compliance with the obligations under these regulations will be checked by ENEL, while the SUPPLIER will be required to provide the corresponding supporting documentation. This section provides a non-exhaustive list of documents that the supplier must provide at each of the indicated times, according to the criteria established by ENEL.

All required documents must be sent to ENEL preferably in electronic form through the information technology system set up for this purpose, so that, if the dedicated telecommunication means set up cannot be used or specific circumstances arise requiring their use, only other delivery methods providing certification of receipt may be used.

The supplier also undertakes to provide ENEL, on a monthly basis, with the statistical data related to the activities carried out under the contractual relationship.

### 18.1. **Legal - Labor Obligations**

#### A. Documentation to be submitted, by Contractor, attached to the offers:

1. Photocopy of VAT Identification Number and ARTICLES OF INCORPORATION in the event of a legal person, or Tax Identification Number in the event of an individual or entrepreneur.
2. Authorization of the Supplier to Enel for the request of the NEGATIVE CERTIFICATION issued by Social Security for a period equal to the duration of the contract.
3. CERTIFICATION of regular payment of any TAXES affecting them due to their business and activities, expressly including the Business Tax and CERTIFICATE OF SUBSIDIARY LIABILITY (Certificate of Contractors and Subcontractors) issued by the Tax Authority, certifying the regular tax payment pursuant to Section 43.1.f of the General Tax Law 58/2003 of December 17.
4. THIRD PARTY LIABILITY INSURANCE.

This documentation shall be submitted by the bidder with its offer, except in the case that having recently participated in another bid for ENEL, the same is in force and complies with the requirements of the new tender. In such case, such documentation need not be submitted again. However, the bidder shall point out the reference of the tender in which they have previously submitted such documentation to ENEL.

In addition, if Contractor has furnished such documentation through the ENEL system available for such purpose, they shall not need to furnish it again.

#### B. Contracting of Temporary Employment Recruitment Companies.

When the contracting of the works is done with Temporary Employment Recruitment Companies, they shall submit along with the bids, in addition to the above documentation, the documents listed below:

1. Certificate issued by the Provincial Department of Labor and Social Security, certifying the administrative authorization granted to the Temporary Employment Company to put at ENEL disposition, on a temporary basis, the workers hired by them.
2. Certificate issued by the Provincial Department of Labor and Social Security, certifying the bail bond required by Law No. 14/1994 for Temporary Employment Companies.

C. Documentation to be submitted, by Contractor, before signing of the Agreement:

1. Sufficient POWER OF ATTORNEY, recorded in the Registry of Commerce and which has not been revoked, of the person or persons who shall sign on behalf of Contractor. A photocopy of such Power of Attorney shall be kept by ENEL.
2. Document of Professional Risk Covering with Employers Mutual Organization or with the Social Security Institute (INSS), as appropriate, and self-insurance data, if applicable.
3. CERTIFICATE of enrollment in the ACCREDITED COMPANIES REGISTRY (REA) dependent of the labor authority where the registered office of the company is located, in the event of works on a construction site.
4. Appointment of the Contractor CONTACT PERSON with the parent company.

This documentation shall be submitted, except in the case that having recently participated in another bid for ENEL, the same is in force and complies with the requirements of the new tender. In such case, such documentation need not be submitted again. However, the bidder shall point out the reference of the tender in which they have previously submitted such documentation.

In addition, if Contractor has furnished such documentation through the ENEL system available for such purpose, they shall not need to furnish it again, in which case the system used shall be indicated.

D. Documentation to be submitted, by Contractor, after signing the Contract and before carrying out the work:

1. The aforementioned workers' REGISTRATION with the SOCIAL SECURITY DEPARTMENT, at the date of inception of works.
2. CERTIFICATE OF RESIDENCE AND WORK PERMIT in the case of services provided by non-residents of the European Union.
3. In the event of workers belonging to a state member of the European Union, Model E-101 certifying that the employee continues to be subject to the social security legislation of their country of origin when moving to another state member of the European Union, and the health insurance card in force, and the Model E-102 (in movements higher than two months).
4. In the event of workers not belonging to any State member of the European Union, a Social Security Authorization of each country for health care in Spain and document of bilateral agreement between

the social security systems of both countries. Copy of communication of compliance with the reporting obligations to their workers and to the General Treasury of Social Security, with the requirements of Section 42.5 of the Statute of Workers.

5. Notice to the workers' representatives advising them on the agreement entered into, in pursuance to the terms set forth in Section 42.4 of the Statute of Workers.
6. Statement by Contractor of compliance with the reporting obligations to their workers and to the General Treasury of Social Security, with the requirements of Section 42. ss. 3 and 5 of the Statute of Workers.
7. In the event of Assignment or Subcontracting, the supporting documentation to be furnished to the prior acceptance of contractual terms and conditions by the assignee or subcontractor, as provided for in the General Terms and Conditions of the Agreement.
8. Other documentation required in accordance with the provisions set forth in the General Terms and Conditions of Contract and in this Annex.

This documentation shall be submitted to enel, for verification, at least 20 days before the expected start date of the contracted works.

E. Documentation to be submitted, by Contractor, during the execution of the Agreement:

Quarterly:

1. Certification of not being overdrawn on the previous month issued by the Social Security managing authority.
2. Statement by the Contractor's proxy, where appropriate, certifying that their subcontractors are aware of their obligations related to wages, Social Security and Prevention and Safety.
3. TC1 and TC2 of workers who have provided services in the execution of the Agreement.
4. . Statement of awareness of payment obligations to contract-assigned workers, with the approval of the workers or their representatives
5. A copy of the above documentation required to Contractor, from the subcontractor.

Failure of Contractor to submit the documentation required in the previous sections and/or failure to communicate ENEL about the existence of the situations referred to in paragraphs 12.3.1 (c) and 12.3.1 (h) the General Part of the Global Contracting General Terms and Conditions, which results in an economic obligation to ENEL, ENEL may allocate in favor of third parties for good cause and/or suspend the necessary payments until the third party affected or ENEL be compensated from such financial obligations of Contractor, and ENEL may make payments on their behalf.

All the documentation required by the preceding paragraphs shall be submitted to ENEL with preference of electronic means, through the computer system established for this purpose, so that in case of impossibility to use the electronic means provided for such purpose or upon concurrence of circumstances that so require, other means may only be used if they irrefutably prove their receipt.

## 18.2. **Incompatibilities.**

The Contractor commits itself not to use, in order to execute the object of Contract, the services of people in active service or who have been deregistered due to early retirement or retirement at ENEL's companies, whether they were rendered on an employment or commercial basis, personally, through an entity with which it had an employment, commercial or property relationship, or through a third party, unless expressly authorized by ENEL.

Likewise, neither shall it be possible for any person in active service, taking early retirement or pensioner in ENEL's companies to hold the position of majority administrator or shareholder of the Contractor, unless expressly authorized by ENEL.

The failure to fulfill any of these obligations shall constitute just cause for the termination of the Contract.

## 18.3. **General provisions regarding safety and health for the purchase of materials and/or equipment and for the contracting of works and services.**

### Occupational Safety and Health Obligations

#### 18.3.1. Regulatory Compliance.

Contractor shall comply with the rules on the prevention of occupational risks set forth in Law 31/1995 of November 8, its development provisions or amendments and such other legal or contractual rules in effect that include requirements for the adoption of preventive measures in the labor field or capable of implementing such measures in this area.

#### 18.3.2. Organization of labor.

Organization of labor and safety organization required for the execution of works or services, and the purchase of materials and/or equipment is the duty of Contractor, who shall appoint a person responsible for the organization, of proven expertise, for the purposes of management, supervision and coordination, if applicable, with responsible for other Contractors and with ENEL personnel with responsibility for organizing labor and prevention, including the personnel of ENEL Joint Prevention Service.

#### 18.3.3. Preventive Organization.

Contractor shall establish the preventive organization mode, including prevention services, preventive and health care resources, as required by law, which coordinates activities or advises prudence in terms of occupational hazards in order to avoid labor accidents.

#### 18.3.4. Contractor's Personnel.

Contractor shall ensure the safety and protection of workers at their service in all the aspects of the work. For such purpose, and under their sole responsibility, Contractor shall adopt the measures required for risk assessment, prevention planning, training and information on risks, action in case of emergency or serious and imminent danger and personnel health monitoring and such other necessary measures.

#### 18.3.5. Coordination of Activities.

In the event that the Agreement entails the performance of works in ENEL facilities or in their Customer's facilities, Contractor shall draw up a

Prevention Plan relating thereto. Such Prevention Plan shall include general and specific risks, risk assessment, protective measures (both collective and individual), preventive planning of work to be done and working procedures.

When these activities are carried out by several Contractors, each Contractor shall cooperate in the implementation of legislation on Occupational Risk Prevention, assuming their obligations and responding to their defaults.

ENEL shall set forth the means and measures of coordination of business activities as it deems fit so that Contractor/Contractors receive adequate information and instructions regarding the existing risks and protective measures and appropriate prevention, as well as emergency measures to apply, for communication to their workers.

Contractor shall also inform ENEL of each of the risks deriving from the activity to be performed, which may affect their own employees or other workers or third parties, and the protective measures to be taken.

When the contracted work is carried out in the customer's premises, Contractor shall inform ENEL in writing the compliance with the obligations required by law with regard to the coordination of business activities with ENEL's customers.

#### 18.3.6. Particularly Risky Activities.

Should the completion of the work or service contracted with Contractor by ENEL or installation by Contractor of the material or equipment supplied results in the performance of particularly dangerous activities, with worker exposure to any of the risks defined in Annex I of RD 39/97 of the "Prevention Service Regulations", or, if applicable, Annex II of RD 1627/97 on "Safety in Construction Sites", ENEL may request Contractor, any data on health monitoring of their workers that may legally be enforceable, to ensure compliance with the Occupational Health and Safety legislation. In particular, and when the circumstances above occur, Contractor shall provide ENEL, before the start of the installation of materials or equipment supplied, the documentation as follows:

- Nominal list of personnel subject to the risks outlined and date of last medical examination.
- Medical service that has carried out the test.
- The "Fit" grade for the work outlined.

Likewise, and in accordance with the provisions of Section 32a of the Law on Prevention of Occupational Risks, Contractor undertakes to dispose of Preventive Resources required for the enforcement of preventive activities.

#### 18.3.7. Communication of Accidents, Incidents and Risks.

Whenever there is an accident in their activities even when there are no victims, Contractor has the unavoidable obligation to account for the same to ENEL responsible for the Agreement, filling out the accident report forms provided by ENEL or otherwise filling their own forms. In addition, when required by ENEL, Contractor shall undertake a further investigation, reflecting the original causes of the accident and preventive measures taken.

Whenever ENEL opens a case to investigate the causes of an accident, Contractor shall render maximum cooperation, providing any information and arrangements as requested.

Any remark related to the Occupational Health and Safety Prevention made by ENEL manager in Work or at the Installation, shall be addressed immediately by the personnel to whom it is directed, and when it were motivated by failure to comply with the standards or requirements, such situation may give rise to a penalty which shall be proportionate to the seriousness of the fault.

With a view to the continuous improvement of working conditions and safety, the personnel involved in the contracted work, shall give their superiors the suggestions they deem appropriate. These suggestions shall be submitted to ENEL responsible for the work or service by the communication procedure which in each case shall be determined. Actions to be taken as a result of such information shall be decided by the Responsible of the Contractor and if necessary, they shall be subject to the approval of the Responsible of ENEL for the Work or Service.

#### 18.3.8. Training.

Contractor shall ensure and, where applicable, shall provide the appropriate theoretical and practical training of the risks inherent in the activity to be carried out and the training of their personnel on the Prevention and First Aid, giving account of the actions taken in this regard by ENEL Responsible for the delivery of materials and/or equipment, and/or the work or service.

#### 18.4. **Special provisions relating to occupational health and safety for materials and equipment.**

##### 18.4.1. Safety Conditions.

Contractor is obliged to comply with the requirements set forth in Section 41 of the Law on Prevention of Occupational Risks in connection with conditions of Safety of the machinery, equipment, products and tools provided to ENEL.

Contractor shall ensure that the machinery, equipment and working tools supplied to ENEL, shall not constitute a risk to the employee, provided they are installed and used in the conditions, manner and for the purposes recommended.

Contractor shall furnish ENEL with the information indicating their correct use by personnel, the additional preventive measures to be taken and occupational risks involving materials and equipment supplied, in normal use, such as their handling or improper use.

##### 18.4.2. Purchase of Machinery.

In case of purchase of machinery, Contractor shall ensure ENEL compliance with requirements affecting the same, included in the Directive 98/37/EC regarding the approximation of Member States relating to machinery. (This shall be replaced as of December 29, 2009 by Directive 2006/42/EC).

In the instruction manual for use of the machinery or equipment provided by Contractor to ENEL, all specifications that the above mentioned RD 1435/92 of "machines" set forth as necessary shall be included, and in particular, the instructions so that works may be done with a level of acceptable risk: start up, use, maintenance, installation, assembly, disassembly, adjustment, maintenance (servicing and repair), training instructions and contraindications for the use of the equipment.

##### 18.4.3. Product and Chemical Purchasing.

Contractor is required to supply ENEL the products and chemical substances



properly packaged and labeled in a way that allows their preservation and handling in safely conditions, and which clearly identifies the content and the risks to the safety and health of employees that their storage or use may entail.

When Contractor provides ENEL chemicals products that may present, depending on their composition and employment characteristics, risks to employees, and in any case, if such products are statutorily classified as toxic, hazardous, flammable, explosive, corrosive, carcinogenic, radioactive, etc., shall inform ENEL of the risks associated with their use and application, as well as the preventive measures for their elimination or control.

When these materials were considered risky, according to the legislation in force, Contractor shall notify ENEL who their Safety Manager is, in order to coordinate activities aimed at protecting the safety and health of the people.

Contractor shall inform ENEL, in case of acquisition of material containing metal powders, organic powders, asbestos, silica or other substances which may cause particularly dangerous risks to employees or to the facilities.

Contractor shall ensure ENEL compliance with RD 664/97 on "Protection of workers against risks related to exposure to biological agents at work", when providing preparations or substances that may involve such risks.

Contractor shall ensure ENEL the compliance with RD 665/97 on the "Protection of workers against risks related to exposure to carcinogens at work", in the event that ENEL be supplied with substances or preparations classified as carcinogens or to be applied by ENEL in the processes related to such RD, by virtue of the acquisition of materials and/or equipment.

#### 18.4.4. Purchase of Facilities, Machines and Instruments.

When supplying ENEL with facilities, machines and instruments, the Contractor shall ensure that they follow the Industrial and Occupational Safety Laws and shall inform ENEL of the risks that their use and implementation entail, as well as the preventive measures for eliminating or controlling them.

If ENEL acquires collective and Personal Protective Equipment (PPE), the Contractor shall ensure that they are effective, provided that they are installed and used according to the conditions and the form suggested.

The Contractor shall inform ENEL of the kind of risks they entail, the protection level against them and the appropriate way to use them and maintain them, and, in general, all the specific obligations under the Royal Decree 773/97 on "Use of PPE".

#### 18.4.5. Other Special Provisions.

ENEL will be able to demand from the Contractor, based on the characteristics of the acquisition of materials and/or equipment, the organization and preventive approaches (Programs, Rules, Safety Procedures, etc.) and the coordination measures that are legally enforceable or that ENEL deems appropriate to guarantee safety in every materials and equipment delivery phase.

Due to the foregoing, ENEL will be able to demand from the Contractor the fulfillment of other special provisions for Occupational Safety, which complement, replace or optimize the requirements aforementioned.

## 18.5. **Special Provisions on Occupational Safety and Health for Contracting Works and Services.**

### 18.5.1. General Provisions.

The Contractor shall send to the Work or Provision of Service location, sufficiently beforehand, a Representative of its organization who is entitled to organize and prepare its implementation, unless ENEL exempts the Contractor from it.

The Contractor's Representative at ENEL's Work or Location shall meet ENEL's Representative or the person in charge arranged by ENEL, in order to coordinate the works so that they adjust to the global Work or Service system, organization and planning set forth by ENEL.

ENEL's Representative in the Work or Location shall permanently keep in touch with the Contractor cooperating for the appropriate implementation of safety measures in every work area.

On its part, and to contribute to that same task, the organization of Safety in the Work or Location, which is established by the Contractor, shall be closely related to ENEL's Health and Safety Joint Service. The Contractor's Safety Organization shall particularly take care over its staff and the subcontractors' staff obeying the rules on Occupational Safety, which are included in its own Prevention Plan for the work or service contracted.

Unless otherwise indicated, before the beginning of the work, the Contractor shall submit to ENEL, for its information, a Prevention Plan specially considered for the Work or Service contracted. Should ENEL not agree to this Plan, the Contractor shall modify it, and the Contract shall not be valid until such modifications have been made in accordance with ENEL's instructions.

#### Documentation to be submitted after signing the Contract and before Carrying out the Work:

1. Specific Prevention Plan for the Work or Service contracted, which considers: general and specific risks, risk assessment, protection measures (both collective and individual), preventive planning of the work to be done and work procedures.
2. Appointment of the Contractor's REPRESENTATIVE ON PREVENTION.
3. Visitor's Book.
4. LIST OF EMPLOYEES of the Contractor company that shall render services in the execution of the contract, which shall specifically include the professional category, ID, Social Security affiliation No, kind of Employment Contract and its length, as well as those who are subjected to especially dangerous conditions pursuant to the Royal Decrees 39/97 and 1627/97.
5. Theory and practical education certificate sufficient for the kind of activity to be done.
6. Certificate of individual protection equipment delivery to the workers, when the jobs to be done require it.
7. Medical certificate of fitness, when the jobs to be done require it.
8. Certificate which states that enough information has been obtained about the existing general and specific risks in the work center where activity is to be done, and certificate which states that such information about the risks has been transmitted to the workers.
9. Any other documents that ENEL considers to be necessary under its Safety and Health Management System at Work.

As a guide and generally speaking, the specific Prevention Plan for the

works or services contracted that the Contractor must submit to ENEL shall have at least the following sections:

- Implementation object and scope.
- Works or services to be done:
  - Description of the work or service.
  - Anticipated risks: identification and, in case they cannot be suppressed, their assessment.
  - Especially dangerous risks.
  - Preventive measures and protections.
  - Preventive planning of the jobs to be done.
- Place where the Work or Service is to be done:
  - Description of the environment conditions.
  - Anticipated risks: identification and, in case they cannot be suppressed, their assessment.
  - Existence of especially dangerous risks.
  - Preventive measures and protections.
- Work methods to be used during the Work or Service development:
  - Anticipated risks: identification and, in case they cannot be suppressed, their assessment.
  - Especially dangerous risks.
  - Methods for especially dangerous jobs.
  - Preventive measures and protections.
- Safety organization in the Work or Location.
- Safety regulations to apply, particularly internal procedures.

ENEL's examination of the Contractor's Prevention Plan shall not exempt the latter from its legal obligations on Occupational Risk Prevention.

The Contractor is obliged to notify its staff, before the beginning of the work, about the content of the risk analysis for the various jobs, including its Prevention Plan. In this sense, each worker shall be notified about the description of the job to be done, its most relevant phases which are described in a sequential order, the risks identified for each phase and the prevention and protection individual and collective measures to be adopted, as well as the necessary complementary instructions regarding Safety.

This action shall be proven in writing, and the issues dealt with, the technical teaching staff and the signature of the assistant staff shall be indicated in it.

These documents shall be proven before ENEL, at least 30 days before the beginning of the works contracted.

#### 18.5.2. Actions During Work or Service Performance:

The Contractor shall watch and take care over its staff observing every rule and occupational safety measure demanded by the legal provisions or suggested by reasonable care in order to avoid accidents, harms and damages to a third party, or to avoid criminal and administrative offenses, of which the Contractor shall be the only and direct responsible, although ENEL have the participation and faculty acknowledged herein.

In particular, the Contractor commits itself to fulfill every occupational safety measure and every measure regarding the coordination of business activities notified by ENEL in the technical specifications or conditions of the offer request or in the Contract or Order, or any other document prior to the beginning of the work and/or during its course.

As he is responsible for its staff's discipline and order and for its subcontractors' staff, if there were any, the Contractor's Representative in the Work or Location shall zealously fulfill everything which is related to Safety and Health at work and the environment preservation.

In addition, at every phase of the Work or Service, he shall previously analyze and study the work to be done in order to detect its risks and adopt the appropriate measures to suppress or control them, and he shall order an investigation into the accidents and incidents that occur, facts and causes, suggesting the measures to suppress, reduce and control them.

Documents to Submit During the Contract Execution:

Irrespective of the periods established below, every related document shall be at ENEL's disposal whenever ENEL requires it.

Precisely:

1. New hires and terminations among the staff that performs the provision. These shall be notified immediately after they were performed or the following business day at the latest.
2. Copy of the notification of the opening of the Work Center to the Labor Authority, whenever it is legally demanded (as the works last more than a month.)
3. Immediate notification between ENEL's Representative and the Contractor's company in case of incidents and risks.
4. In case of subcontracting, document in which the subcontractor commits himself to fulfill the obligations derived from the Contract as if he were the main Contractor.

Monthly:

1. Review of the safety material and equipment, even platforms, scaffoldings, protections, equipment and spare parts to lift materials, etc., submitting a detailed report on it to ENEL. This report shall be submitted at the beginning of the works and monthly throughout the Contract or Order. The work tools and equipment used shall fulfill the pertinent Safety rules, particularly the Royal Decree 1215/97 on 'Use of Work Equipment'.

Failure of Contractor to submit the documentation required in the previous sections and/or failure to communicate ENEL about the existence of the situations referred to in paragraphs 12.3.1 (c) and 12.3.1 (h) the General Part of the Global Contracting General Terms and Conditions, which results in an economic obligation to ENEL, ENEL may allocate in favor of third parties for good cause and/or retain the necessary payments until the third party affected or ENEL be compensated from such financial obligations of Contractor, and ENEL may make payments on their behalf.

All the documentation required by the preceding paragraphs shall be submitted to ENEL with preference of electronic means, through the computer system established for this purpose, so that in case of impossibility to use the electronic means provided for such purpose or upon concurrence of circumstances that so require, other means may only be used if they irrefutably prove their receipt Incompatibilities.

The Contractor commits itself not to use, in order to execute the object of Contract, the services of people in active service or who have been deregistered due to early retirement or retirement at ENEL's companies, whether they were rendered on an employment or commercial basis, personally, through an entity

with which it had an employment, commercial or property relationship, or through a third party, unless expressly authorized by ENEL.

Likewise, neither shall it be possible for any person in active service, taking early retirement or pensioner in ENEL's companies to hold the position of majority administrator or shareholder of the Contractor, unless expressly authorized by ENEL.

The failure to fulfill any of these obligations shall constitute just cause for the termination of the Contract.

#### 18.5.3. Safety Organization on Site.

The Contractor shall establish the Safety organization required by the work, so that there is always a person in charge of Safety in conducting the works and whose personal details and qualifications regarding Occupational Safety must be announced to ENEL before the beginning of the work or prior to the establishment of delegation of duties due to absence or staff change.

#### 18.5.4. Coordination of Activities.

When the Contractor, in order to carry out the Work or Service contracted, should perform activities in the presence of or together with other ContractorContractors, it shall fulfill, as regards the Work or Service contracted, what is established under sections 24 (and the Royal Decree 171/2004 where it is developed) and 41 of the Occupational Safety Law on business activity coordination and risk information to workers.

#### 18.5.5. Implementation and Monitoring of the Prevention Plan.

Relations between the Contractor and ENEL, regarding the implementation and monitoring of the Prevention Plan, shall be governed by the Occupational Safety Law which is applicable at every moment and in every circumstance and which is suggested by practice and experience based on the characteristics of the Work or Service to be rendered. For that purpose, the Contractor commits itself to collaborate with ENEL as far as reasonably possible on the protection of workers' integrity and health.

In this way:

- The Contractor shall provide ENEL with the name of the person in charge of safety for each job, as well as his training on this matter.
- The Contractor shall carry out a monthly review of the safety material and equipment, including platforms, scaffoldings, protections, equipment and spare parts to lift materials, etc., submitting a detailed report on it to ENEL. This report shall be submitted at the beginning of the works and monthly throughout the Contract or Order. The work tools and equipment used shall fulfill the pertinent Safety rules, particularly the Royal Decree 1215/97 on 'Use of Work Equipment'.  
In case it is necessary, the control procedure of the work conditions previously indicated may be reviewed by ENEL.

#### 18.5.6. Particularly Risky Activities.

When the Work or Service contracted entails the performance of activities such as:

- High-rise work;

- Mining, earthwork, excavation work;
- Work demanding explosive handling;
- Activities with high-risk chemical products;
- Work entailing electrical risks;
- And, in particular, for especially dangerous activities, defined in Annex I of the Royal Decree 39/97 on "Prevention Services Regulations" or, when appropriate, in Annex II of the Royal Decree 1627/97 on "Minimum Safety and Health Dispositions in Construction Works."

The Contractor shall define, in the Prevention or Safety Plan for the Work or Service aforementioned, the preventive treatment that shall be given to such activities and risks in the work, and it shall fulfill in every case every statutory prescription and Royal Decree affecting the especially dangerous risks of the activity contracted.

#### 18.5.7. Other Special Provisions.

##### A. Review and Maintenance Work.

When contracting Works or Services that include Maintenance activities to be done on a regular basis in Generation or Distribution Centers (mechanical and electrical maintenance of the facilities, industrial cleaning, building cleaning, etc.), ENEL shall demand from the Contractor the submission, before the beginning of the work, of a Prevention Plan for the performance of the aforementioned jobs. In such plan, the Contractor shall fulfill, when relevant, the requirements that appear in sections 24 (and the Royal Decree 171/2004 where it is developed) and 41 of the Occupational Safety Act, as well as what is herein specified regarding especially dangerous jobs.

When the Contractor participates in periodical Review and Maintenance jobs, at ENEL's location, it shall be demanded to fulfill a "Prevention and Activity Coordination Plan" (Prevention Plan for Group Reviews, Facility Maintenance, etc.) which shall affect the various ContractorContractors taking part in such jobs.

ENEL shall notify the Contractor of the Safety rules and specifications that it must fulfill in the aforementioned Plan. All this irrespective of the fulfillment of the Occupational Safety Law by which it is bound.

##### B. Construction Works. Royal Decree 1627/97 Implementation.

When the Work or Service is itself affected by the Royal Decree 1627/97 on "Minimum Safety and Health Dispositions in Construction Works," the Contractor shall fulfill, when relevant, every requirement therein.

ENEL shall include the mandatory Safety and Health Study in the offer request. The Contractor, upon implementation of the Safety and Health Study, shall prepare a Safety and Health Plan that shall be announced to ENEL before the beginning of the work.

##### C. Temporary Employment Companies.

If ENEL hires Works or Services with temporary workers or workers on fixed-term contracts, as well as Temporary Work Companies' staff, such workers shall be able to enjoy the same protection levels regarding Safety and Health as the rest of ENEL's workers where the jobs are done.

Taking the aforementioned into account, when workers from Temporary Employment Companies take part in the Work or Service, the Contractor shall fulfill, in relation to its duty to protect such workers' Safety and Health, what is established under section 28 of the Occupational Safety Law.

ENEL shall particularly notify the Temporary Employment Company of the risks to which its workers might be exposed, the need for certain professional qualifications and aptitude, the demand for special medical examinations, or the existence of specific risks in the job posts to be taken. The Contractor shall ensure that the workers have a sufficient and appropriate training for the Work or Service to be rendered.

**D. Self-Employed Individuals.**

Self-employed individuals who are contracted to render services shall be considered to be businesspeople in order to implement the Occupational Safety Regulations. ENEL shall demand from them the fulfillment of the Safety Programs, Rules and Procedures which are appropriate for the activity they are to carry out.

**E. Dangerous Products Transportation.**

When the Contractor, upon execution of the Contract, should transport materials considered to be dangerous, under the legislation in force, it shall notify ENEL who its Safety Consultant is, with the aim of coordinating the activities directed to protect people's safety and health.

**F. Repairs of equipment belonging to ENEL.**

The Contractor commits itself to repair the equipment fulfilling the safety requirements contained in the equipment repair and maintenance guides provided by ENEL.

**G. Complementary Special Provisions.**

ENEL will be able to demand from the Contractor, based on the characteristics of the Work or Service to be rendered, the organization and preventive approaches (Programs, Rules, Safety Procedures, etc.) the coordination measures that are legally enforceable or that ENEL deems appropriate to guarantee safety in every Work or Service phase.

Due to the foregoing, ENEL will be able to demand from the Contractor the fulfillment of special provisions for Occupational Safety, which complement, replace or optimize the fulfillment of the requirements aforementioned.

**18.6. Failure to Fulfill, Sanctions and Liabilities.**

**18.6.1. General aspects.**

When ENEL notes that the Contractor fails to fulfill the Occupational Safety measures legally established or ordered, ENEL's Representative shall notify the immediate cessation of the works. The Contractor shall undertake the necessary actions to safeguard people and objects' safety. Likewise, ENEL's pertinent representative shall set a suitable deadline for correction when appropriate.

If the Contractor does not make the necessary modifications within the specified period, ENEL shall be able to make up for this failure to fulfill at the expense of the Contractor, without incurring in any liability on the part of ENEL. The correction of situations, whose risk level entails imminent danger

in ENEL's opinion, shall be carried out immediately.

In case the facts previously described caused delays in executing the works, the Contractor shall take the necessary measures in order to recover the delay caused, without the right to an extension of the execution periods agreed on.

ENEL shall be able to demand from the Contractor that the latter adopts any necessary measure to avoid relapsing into failure to fulfill the Safety Rules and Prescriptions on the part of the Contractor or its workers.

Under the "Zero Tolerance" framework for workplace accidents, if investigations of accidents, incidents or serious infringements discovered during inspections by Occupational Health and Safety Officers or during observations in work sites find that the workers of contractors have failed to comply with work procedures or the health and safety instructions provided by ENEL to their employer, and that their conduct has been reckless or careless, the Contractor undertakes, in implementation of its management powers, not to assign these workers to the works or services carried out for ENEL. Consequently and in order to avoid bad practice in relation to the prevention of occupational hazards, ENEL will not allow these workers access to their workplaces and/or facilities.

As an additional measure for prevention and safety at work, contractors must communicate ENEL's "Stop Work Policy" to their employees (which can be accessed through [www.endesa.com](http://www.endesa.com) - Suppliers/Occupational health and safety) to which they should refer in situations of serious and imminent risk. In addition, the Contractor is reminded that it is the duty of all workers to immediately report any accident, incident or situation of risk, which must be notified by the Contractor to its personnel to the appropriate effect.

#### 18.6.2. Fulfillment of the Occupational Safety Regulations, the Specific Prevention Plan for the Work or Service and the Safety and Health Plan.

##### A. Fault Qualification Criterion.

From the viewpoint of Safety faults, ENEL shall generally take into account the Contractor's failure to fulfill the Occupational Safety Act and other applicable regulations.

For this purpose, it shall take into account the seriousness of the events, the number of workers who are exposed to risks (possibility of multiple accident) without the Contractor adopting preventive measures or fulfilling the Prevention Plans or complementary or substitute measures demanded.

##### B. Sanctions.

On the basis of the aforementioned criteria, the Contractor's non-fulfillment shall be considered to be a breach of Contract and, as a consequence, it entitles ENEL to adopt any of the following measures based on the seriousness of the breach:

- Verbal or written warning to the Contractor.
- Partial or total cessation of works until the shortcomings are remedied.
- Termination of the Contract in case of relapse or when the rules broken



are considered to be essential to ENEL and they are indeed in sound practice.

- Withdrawal of the Contractor's qualification as competent supplier for ENEL.

#### C. Bonuses.

In order to encourage those companies that scrupulously fulfill the applicable regulations, ENEL shall be able to establish a no-claim bonus system.

### 18.7. **Sanctions for infringement of the rules related to safety and health protection at work.**

Sanctions for infringement of the rules related to safety and health protection at work.

Without detriment to the right to terminate the contract, and without detriment to the claim for damages, in relation to any breach related to safety and health protection at work,

ENEL shall be entitled (at its entire discretion) to impose the penalties detailed below, prior notification to the Contractor through a registered letter with acknowledgment of receipt:

- 500 EUR (five hundred euros) per each infringement described as "SERIOUS", according to the table on clause 18 of the General Part of these General Contracting Terms and Conditions.
- 1,000 EUR (one thousand euros) per each infringement described as "VERY SERIOUS", according to the table on clause 18 of the General Part of these General Contracting Terms and Conditions.

If the infringements mentioned in sections a) and b) cause accidents or personal harms, ENEL shall reserve the right to impose (at its entire discretion) a additional penalty up to 2% of the total value of the contract and, in every case, not less than 1,000 EUR (one thousand euros).

### 19. **Economic Guarantee.**

19.1. In case ENEL requires, the Contractor shall be obliged to constitute, before issuing the first invoice, an economic guarantee available for ENEL by submitting first demand abstract endorsement (according to the model appearing at the end of this Annex), which is bound by the Spanish Law and enforceable in Spain, granted by a Bank or Spanish credit rating cashier's desk, or by the Spanish subsidiary if it were a foreign entity, for at least 10% of the total amount of the Contract and its reviews, extensions and administrative work, in order to ensure fulfillment of every obligation derived from it, including chargeable compensations or penalties.

19.2. The guarantee constituted by the Contractor shall expire thirty (30) calendar days after the Warranty Period expiration or, when appropriate, after Final Receipt and, as a consequence, it shall be refunded on written request by the Contractor, and after ENEL has made the appropriate discounts and verifications.

19.3. In the cases where the Contractor does not submit the guarantee within the time

limits set forth, and without detriment to any other action of which it is responsible, ENEL shall be able to choose to terminate the Contract or suspend its effects until the submission of a guarantee which is accepted by ENEL. ENEL shall also be able to accept other equivalent guarantees offered by the Contractor. In every case, ENEL shall be qualified to escrow according to law for the submission to the Contractor as soon as it fulfills its obligation of contributing the guarantees set forth, the payments owed to the Contractor until completing the 10% of the total amount of the Contract, including the payments for price review, extensions and administrative work, and without detriment to the faculty for terminating the Contract.

## 20. **Insurance.**

- 20.1. If the Contract is carried out in the mode "materials on consignment" of the Contractor at ENEL's location, ENEL shall be obliged to contract, apart from the insurance policies described in the namesake paragraph of the General Part, an insurance against robbery and other damages that the material which was stored may suffer for all the period of fulfillment of the Contract.
- 20.2. If, at ENEL's discretion, the insurance coverage presented by the Contractor is not sufficient to cover the risk exposure, both for delivery of materials or equipment or for the work performance or service provision that is object of this Contract, the Contractor commits to review and modify them as adequate and as required by the insurance market conditions.

## 21. **Industrial and intellectual property.**

In accordance with what is stated in the homonymous section of the General Part of these General Contracting Terms and Conditions.

## 22. **Confidentiality.**

In accordance with what is stated in the homonymous section of the General Part of these General Contracting Terms and Conditions.

## 23. **Processing of personal data.**

- 23.1. In the event that the Contract carrying out requires the Contractor to access, in his role as Processing Manager, different personal data files which are under ENEL's responsibility, provisions in this section shall apply.
- 23.2. The said files, processed and managed by the Contractor, and data and information included in them shall be and remain to be under ENEL's responsibility.
- 23.3. The Contractor takes part, for the purpose of this Contract, as Processing Manager, in accordance with the current Personal Data Protection Directive regulation (LOPD, for its Spanish acronym) and commits to fulfill its obligations as such, without considering this handling of data by ENEL as a communication of personal data for LOPD purposes.
- 23.4. The Contractor, as Processing Manager, represents and warrants:
- a) That data processing shall be performed in accordance with the criteria, requirements and specifications established in the Contract, or otherwise, with directions given by ENEL at any time.

- b) That personal data that can be accessed by the Processing Manager as a result of the provision of services object of this Contract shall not be applied or used for any purpose other than intended.
  - c) That it shall return personal data used for processing directly to ENEL within fifteen (15) calendar days as from the end-of-services date, according to provisions set forth in the Contract.
  - d) That it shall destroy any document, medium or copy of the personal data which was processed, as required by the Contract, and which could not be returned due to different reasons, by the terms contained in the section above. Nonetheless, it shall not destroy the data if its conservation is bound by law, in which case the Contractor shall keep the said data properly locked.
  - e) That it shall not communicate or hand to other natural or legal people the personal data received for the service provision object of this Contract.
  - f) That it shall take, in the processing of data provided by ENEL, the necessary technical as well as organizational measures, required by sec. 9 of the LOPD and, especially by Royal Decree 1720/2007, of the 21st December, under which the Development Regulation of Organic Law 15/1999 is approved, or by any replacing legislation, as well as those imposed by current laws at any time, in order to ensure personal data security and to avoid its unauthorized access, processing, alteration or loss, in view of the state of technology, the nature of the data stored and the risks they are exposed to, due to human action, physical or natural environment. The measures shall include, without limitation, hardware, software, recovery procedures, backup utilities and data taken from personal data, shown on screen or printed.
  - g) That, in the event that an international data transfer is needed for the service provision, the Contractor undertakes to previously inform ENEL, well in advance in order for it to request the proper permits, which are necessary for the Contractor to carry out such transfer.
- 23.5. Notwithstanding provisions in letter (e), if ENEL authorizes subcontracting of certain services to third parties, which also involves access to personal data included in the files mentioned in this section, the Contractor undertakes to enter into a Contract between the parties and the subcontractors before outsourcing, in which all of them expressly accept to take the role of Processing Manager in respect to the File Manager, under the same conditions included in this section, and with all those obligations derived from data protection regulations and which are related to its role as Processing Manager, in accordance with the Contract.

The Contractor undertakes to hold ENEL harmless before any claim (specially in the event of proceedings started by the Data Protection Agency) due to non-fulfillment of the legislation on Personal Data Protection as Processing Manager, and it accepts to pay the amount charged to ENEL as sanction, fine, compensation, damages or interests due to such non-compliance.

- 23.6. For compliance of the due of care, in relation to protection of personal data, ENEL reserved the right to perform audits, whenever it considers necessary, in order to check for application of security measures required by Royal Decree 1720/2007, as set forth in section f) point 4.4.
- Additionally, in line with current regulations, the Contractor shall carry out a biennial audit for ensuring compliance with provisions of Royal Decree 1720/2007 of the 21st December, being able to request collaboration by ENEL

for this purpose. ENEL will be able to request to the Contractor a copy of the audit carried out, which the latter is obliged to hand in to ENEL.

23.7. Legal and technical obligations as regards protection of information.

The Contractor shall apply the security measures, required either by law or by ENEL, taking into account the classification of the information to be processed.

In this sense, ENEL reserves the right to carry out, whenever it considers appropriate, audits which allow to check for compliance with the security measures established.

**24. Environmental protection.**

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

24.1.1. The Contractor commits to take the proper actions in order to ensure strict compliance of the corresponding applicable obligations due to application of all State, autonomous, regional, provincial and local environmental, energy efficiency and indoor environmental quality laws, especially regarding correct energy use and the correct packaging and labeling of the products supplied (packaging, manufacturing, maturity date, etc.), as well as returnability of packages containing chemical products, in cases when such products are regarded as dangerous substance under the current legislation, notwithstanding any other future legal development on this matter, being obliged to restore damages produced due to non-compliance with the applicable regulations in force.

24.1.2. The Contractor commits to provide, whenever possible, eco-labeled products or materials and with longer shelf life, lower costs, greater energy efficiency and less potential generation of waste for shelf life and be as respectful as possible with the indoor environmental quality.

24.1.3. The Contractor ensures that elements used for its materials and equipment are not carcinogenic or chemically unstable.

24.1.4. The Contractor shall respect any restrictions for marketing of dangerous substances and preparations established by law, as well as by any other future legal modification on this matter. Specially, absence of PCB in equipment oil will be demonstrated, as well as the absence of CFC, HCFC, halons, etc. with marketing restrictions.

24.1.5. The Contractor shall be responsible for ensuring transportation complies with the applicable laws. For all dangerous substances transport, weather supplies of raw material or waste, are available when required, the authorization of transport of dangerous substances, ADR by road, or appropriate in case of sea transport.

24.1.6. Unloading of products and materials will be carried out in line with procedures properly established in order to comply with the applicable laws on handling of dangerous substances in every jurisdiction.

24.1.7. Whenever possible, and in spite of not being bond by law, the Contractor will reuse and recycle waste generated by its products or materials.

24.1.8. ENEL reserves the right to monitor or check for correct waste management by the Contractor.

24.1.9. If the Contract includes the purchase of substances -as such, as part of mixtures or contained in other items- including, but not limited to:

- Isolating oils,
- Lubricating oils,
- Greases,
- Paint, ink (including "toner") and varnish,
- Solvents,
- Chemical products,
- Electrical batteries,
- Gases (in bottles or in equipment).
- Fuel (gasoil, fuel-oil),
- Lab reagents,
- Cleaning products,

The Contractor shall ensure compliance with the laws in force regarding registry, assessment, authorization and restriction of chemical preparations and substances, by submitting a data sheet on security, handling and storage of substances and mixtures, prepared in line with the laws in force. The security data sheet should include the intended uses for substances or mixtures provided.

24.1.10. The Contractor commits to manage empty recipients where these substances were supplied, complying with the applicable laws, and to remove them whenever ENEL requires and makes them available for that purpose, bearing full responsibility for compliance with the obligatory rules for transportation, as stated in the previous points. It shall be also responsible for removal of recipients used for transportation under the terms and conditions established in each Contract, or if not indicated, it will remove packages from previous times in subsequent deliveries, whenever ENEL requires.

The Contractor of electronic equipment shall follow conditions set by the laws in force. Particular attention will be given to electronic counters, computers and control equipment, which the Contractor shall remove at the end of their shelf life, setting up the right logistics for optimizing the return of supplies without any cost for ENEL. It will also consider the energy efficiency of the equipment.

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

24.2.1. The Contractor must know and verify that their staff knows, understands and implements all requirements and regulations relating the environmental protection, energy efficiency and indoor environmental quality that are applicable, to perform the work.

24.2.2. The Contractor shall ensure, and prove, that the personnel that will perform the works object of this Contract, have, or will be provided with, the proper theoretical and practical training, for such purpose and specially for ensuring a proper environmental and energetic conduct and reducing the risk for incidents with environmental implications and indoor environment quality. Training will include obligations to them derived from documents of the Environmental Management System, Energetic and/or indoor environmental quality, if there is or will be one implemented, as it is common in ENEL's different business.

24.2.3. The Contractor shall provide its personnel with the necessary means so that works can be performed taking care of environment. Similarly, it undertakes to comply with all the applicable legal requirements, as well as those from the Environmental Management System, if there is one in the facility that is object of the Contract. The Contractor shall provide relevant information on the activities covered by the contract, to assist in calculating the carbon footprint of Enel. (Similarly, the information on the carbon footprint of the activities of the Contractors will be assessed.

- 24.2.4. The Contractor shall provide its personnel with the necessary means so that works can be performed taking care of environment, considering efficient use of energy and attending the indoor environmental quality. Similarly, it undertakes to comply with all the applicable legal requirements, as well as those from the Environmental Management System, Energetic and/or indoor environmental quality, if there is one in the facility that is object of the Contract
- 24.2.5. The Contractor will respond for any environmental, energy and indoor environment quality it has caused, as result of the completion of the work, reserving Enel the right to impose on the Contractor actions and expenses incurred for breach of incident its obligations in environmental, energy and indoor environmental quality matters. The Contractor shall take appropriate measures to ensure strict compliance with all applicable laws in these, State, regional, Provincial an Local spheres that is applicable to the work and restore the damage thas has occurred a a result of any breach therof.
- 24.2.6. The Contractor shall prepare a prevention plan regarding environmental and indoor environmental quality risks and contingencies related to the works to be carried out, which it will submit to ENEL, whenever requested. In order to avoid any incident, it shall also take the proper preventive measures to ensure compliment of the current applicable regulations, as well as of those given by environmental, energetic and indoor environmental quality best practices, such as:
- Properly store and handle chemical products and goods, or toxic and dangerous waste, separating incompatible chemical products and avoiding mixing of waste.
  - Clearly indicate zones and environmentally hazardous waste.
  - Prevent leakages, spillages and pollution of soils, waterways or channels.
  - Forbid employees to make fire, wash or leave residues in an uncontrolled manner.
  - Prevent dust or other substances emissions during transportation of materials.
  - It should pay particular attention to the prohibition to allow any kind of uncontrolled spill, as well as leaving waste in the work area affected by the development of works, which has to be kept clean and neat during each working day, and specially at the end of it, also having to comply with what is specified in the applicable environmental procedures of the Environmental Management System, Energetic and/or indoor environmental quality, if there is one implemented in the facilities that are object of the Contract.
  - In order to properly separate waste, the Contractor should place a good number of containers -with closure, labeled and in good state- in the work area, when there is waste generated during the works, which will later have to be conveniently managed, by means of an authorized manager and in line with regulations. When requested, the Contractor shall deliver to ENEL a copy of the transportation, handling and disposal documents according to the applicable regulations, as well as legal authorizations for shippers and managers.
  - Once all the works or services hired are completed, the Contractor is obliged to leave the work area clean and clear, withdrawing at the end of the work all rubbish, debris, recipients, packages, rubbish, scrap and all kinds of waste, being collection, transportation and authorized handling at its own expense.

- Similarly, it will apply the proper measures for ensuring strict compliance of the current environmental and energy efficiency legislation that is applicable to the mentioned works.
- 24.2.7. The Contractor's site manager will be responsible for monitoring and compliance of procedures, and it can reassign the task to other person, providing identification data to ENEL's work supervisor technician, who will be able to give the Contractor environmental specific instructions for the work to be performed.
- 24.2.8. The Contractor commits to immediately inform ENEL's work supervisor technician about any environmental incident occurred during work performance, and is obliged to submit a written report of the incident and its causes.
- 24.2.9. In the event that any environmental, energetic and/or indoor environmental quality incident occurs, whatever it is, the Contractor undertakes to follow the instructions provided by ENEL's supervisor technician.
- 24.2.10. If the Contractor fails to comply with any of these clauses, ENEL's supervisor technician can stop the works, charging the Contractor for the losses. Non-compliance with obligations related to maintenance of the work area will result in a deduction of the costs incurred plus 10% of this amount from the bill, as sanction.

The Contractor accepts to apply these specifications to all the works and services to be performed at any ENEL's facility or any third party's facility.

## 25. **Vendor Rating.**

In accordance with what is stated in the homonymous section of the General Part of these General Contracting Terms and Conditions.

## 26. **Global Compact.**

In accordance with what is stated in the homonymous section of the General Part of these General Contracting Terms and Conditions.

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

### 27.1. **General terms.**

As regards management of business activities and relations with third parties, the ENEL Group acts in accordance with provisions in the "General Principles Concerning Prevention of Criminal Risks." The PROVIDER undertakes to comply with such principles and to other equivalent ones in management of business activities and relations with third parties.

These Principles, as well as the rest of the Code of Ethical Conduct, are available at [www.endesa.com](http://www.endesa.com).

### 27.2. **Conflict of interest.**

The Contractor (if it is a natural person), by signing this Contract, states:

1. That he does not perform, within associations of the ENEL Group, senior management duties (director, senior manager with strategic responsibilities), he is not an employee of the society or an account auditor of the ENEL Group;
2. That it does not have, within the societies of the ENEL Group, first or second degree relatives, not legally separated spouse, living partner, spouse or children,

which are linked to him by blood or affinity;

3. That it has not held or holds, both the Contractor and its relatives (not legally separated spouse or first degree relatives), in the last 24 months, positions in the public administration or in entities in charge of public services which have direct relationship with the activities performed by any of the societies of the ENEL Group (granting of licenses, control of activities, etc.)

The Contractor (if it is a legal person<sup>1</sup>), by signing this Contract, states:

That as a result of knowledge of its corporate structure, no person from its government bodies, either of management or control (including the trust companies):

- a. It is member of the Senior Management or of the Administrative Bodies or of the Audit Committee, or executive with key responsibility on the companies of the ENEL Group, or first or second-degree relative, spouse, couple, son of a spouse or couple, or dependents (by kinship or marriage) of the aforementioned members.
- b. It is employee of any of the companies of ENEL Group, or first or second-degree relative, spouse, couple, son of a spouse or couple, or dependents (by kinship or marriage) of the aforementioned employee.
- c. That it has held or holds, both the person itself and its relatives (not legally separated spouse or first degree relatives), in the last 24 months, positions in the Public Administration or in Entities in charge of public services which had direct relationship with the activities performed by any of the societies of the ENEL Group (granting of licenses, control activities, etc.)

The Contractor undertakes to notify ENEL of any change that could subsequently take place and as long as it has the active condition as Contractor, as regards the stated information before the Contract's signing.

## 28. **Applicable Law.**

- 28.1. The Contract and every dispute that may arise among the Parties in relation to or connection with it will be bound by the Spanish Law, to which the Contractor and ENEL comply with expressly.

## 29. **Jurisdiction**

- 29.1. The Parties, if they waive any corresponding privilege, expressly submit themselves to the jurisdiction and competence of the Courts and Tribunals of Madrid for the resolution of any controversy, issue, incident or lawsuit that may raise during the interpretation, enforcement and fulfillment of the Contract.

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



## ANNEX A

FIRST DEMAND ABSTRACT GUARANTEE

The Bank/Savings bank ....., and on its behalf  
 Mr./Ms.....and  
 Mr./Ms.....  
 with sufficient power to bind it in this act, hereby jointly and severally grant, as extensively as  
*required in law, with ..... (Supplier/Contractor) to..... (Company/ies of ENEL Group)*, up to the amount of ..... (.....), to respond to the obligations arising for said ..... *(Supplier/Contractor)* of Framework Contract/Agreement no. .... signed with ..... *(Company/ies of ENEL Group)*, as well as to respond, in its case, to the obligations arising for said ..... *(Supplier/Contractor)* of every Order of delivery or Contracts arising from the previously stated Framework Agreement.

The present guarantee is a first demand abstract guarantee, whereby the Bank/Savings bank ..... undertakes to pay up to the maximum of the aforementioned amount at first written demand by..... *(Company/ies of ENEL Group)*. The stated request shall be signed by the representative/s of ... *(Company/ies of ENEL Group)* with sufficient power and it shall be presented in the branch of the Bank/Savings bank ..... located in.....

The payment obligation of the Bank/Savings bank ..... is abstract and it expressly renounces the benefits of order, exclusion and division, and undertakes to deal with all requests it makes to ..... *(Company/ies of ENEL Group)* in relation to this guarantee, handing over to these last Companies the amount requested, it being sufficient for this that this request is made to ..... *(Company/ies of ENEL Group)* in writing as specified in the previous paragraph, without any excuses or exceptions being admitted, including the opposition of ..... *(Supplier/Contractor) to execution of this guarantee ..... (Company/ies of ENEL Group) shall notify ..... (Supplier/Contractor) of the presentation of any demand for payment by virtue of this guarantee, indicating its cause and motive.*

The present demand guarantee shall be terminated when , and this Bank/Savings bank should be jointly notified in writing by ..... *(Company/ies of ENEL Group) and ..... (Supplier/Contractor)*.

The signatories of the present guarantee are duly authorized to represent and bind the Bank/Savings bank ....., this being one of the operations which, in accordance with article [ ..... ] of the Statutes that govern it, it can perform, as it constitutes one of its purposes.

This guarantee has been registered with number.....