



This "Annex I Brazil" applies to contracts for the Procurement of supplies, services or works (hereinafter referred to as the "Contract") governed by Brazilian law and concluded between the companies of the ENEL Group and the Contractor (hereinafter referred to as the "Parties").

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1. Scope

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

2. Definitions

- **MINUTES OF WORK AND SERVICES ACKNOWLEDGEMENT:** Minutes in which is stated the defects in the finalised work or service and the deadline in which these should be corrected by the Contractor
- **DELIVERY NOTE:** A business document that contains a list of goods supplied and that certifies delivery thereof.
- **SHIPPING AUTHORISATION:** A document issued by ENEL, in which the Contractor is authorised to proceed with total or partial dispatch of the equipment or material under the Contract.
- **NOTICE OF SHIPMENT:** Document issued by the Contractor once all the agreed formalities have been complied, in which ENEL is informed that shipment of all or part of the equipment or materials under the Agreement.
- **AGREED QUALITY:** Agreement concluded between ENEL and the Contractor, according to which, the latter guarantees certain quality standards agreed in advance by both Parties.
- **LETTER OF INTENT or ORDER TO PROCEED:** Non-binding agreement that contains commitments that may or may not be formalised in a Contract.
- **INSPECTOR:** Person or entity designated by ENEL that performs the inspection functions at any stage of the execution of the Agreement.
- **REQUEST FOR PROPOSAL:** Document through which ENEL calls for an offer. It will set out the technical specifications and commercial and legal specifications, among which are included in the General Terms and Conditions.
- **QUALITY CONTROL PLAN:** A document issued by the Contractor specifying the processes, procedures and associated resources, which will be applied in order to fulfil the requirements of the Contract.
- **INSPECTION ITEMS PROGRAMME:** A document issued by the Contractor and approved by ENEL, in which is stated the different inspections, assay, tests or analysis to be performed.
- **APPROVAL AT SOURCE:** Procedure in which the evidence or tests required for the receipt of the material are conducted in the presence of the ENEL technicians or the person or the authorised by it, and at the premises of the Contractor, its subcontractor or any other entity agreed between both Parties.
- **RECEIPT BY PROTOCOL:** review the testing protocols required, previously performed by Contractor, whereby the ENEL technicians or other person or entity authorised by it, approves the shipping of the material in question or, conversely, decide on the proof of protocol results stated by the receipt at source.
- **QUALITY ASSURANCE SYSTEM:** System that establishes the requirements that the



VENDOR must meet to perform effectively and accurately under the Contract.

3. Language

The original version of this Annex I is in Brazilian Portuguese.

4. Formalisation

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

5. Interpretation and hierarchy

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

6. Communication

- 6.1 In accordance with the same article in the General Part of these Contract General Terms and Conditions.

7. Economic conditions

7.1. Prices

- 7.1.1. In case of performing a work or service, the Contract Price includes, at least, unless expressly included in other concepts, the following:
 - Direct and indirect labour;
 - Machinery and the associated personnel;
 - Amortisation of machinery;
 - Permanent and interchangeable materials;
 - Transport to / and from the work place of the staff, equipment and resources;
 - Installation and authorisation of the services;
 - Maintenance costs;
 - General and beneficial industrial costs;
 - Duties, fees and taxes that are legally due to it;
 - Resulting costs to the Contractor, the programming, testing and recognition, materials control, control of the implementation, tests, receipts and other analysis;
 - Completion of all units in compliance with the Technical Specifications and other Contract documents;
 - Construction, demolition and removal of auxiliary facilities, monitoring or storage those executed in compliance with the Occupational Accident Risk Prevention Regulations;
 - Costs of the economic guarantee, insurance or other securities, if applicable;
- 7.1.2. The prices will be separated into the price of services, the price of materials and taxes arising under applicable law.



- 7.1.3. The Contractor will bear any additional costs for freight, shipping and other expenses resulting from the failure to comply with the terms and conditions of delivery and dispatch under the Contract.
- 7.1.4. No payment will be made for materials, equipment or work not included in the Contract if their implementation was not previously offered by the Contractor, in writing, with an express indication of their price, and accepted in writing, by a representative of ENEL, duly authorised thereto.
- 7.1.5. The Contractor is obliged to accept the extensions, modifications and reductions of the scope of the Contract and the agreed prices, provided that they do not jointly represent an increase or a decrease of more than 20% (twenty per cent) of the Contract value. The new delivery deadline, in this case, will be established by mutual agreement between both Parties, by means of a detailed and substantiated proposal issued by the Contractor.
- 7.1.6. If the extensions, modifications or reductions are proposed by ENEL, are duly substantiated together represent an increase or decrease of more than 20% (twenty per cent) of the Contract value, the Contractor may accept or reject them, however, in the latter case ENEL shall be entitled to terminate the Contract.
- 7.1.7. In cases where a unit of work has to be executed, which has not be provided for in the Contract Price list, the corresponding price will be determined between ENEL and the Contractor, whose proposal is duly substantiated, based on a breakdown of costs of other similar units for which there is a unit price.
- 7.1.8. The negotiation of the contradictory price will be independent of the realisation of the unity to which it relates, and the Contractor will be required to execute it immediately after having received the order from ENEL.
- 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 fixed in according to the tables which the Contractor shall include in its proposal, which shall contain the same terms defined in clause 7.1.1.
- 7.1.10. The performance of work by management may only be undertaken on the prior receipt of an order for from ENEL.
- 7.1.11. In staff costs are included the tools related to their own speciality, as well as the equipment for their protection, safety and proper execution of the work.
- 7.1.12. No additional costs will be allowed in terms of transportation, daily subsistence or the maintenance of the staff of the Contractor.

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. Invoicing

- 7.3.1. Invoices (or "tax invoices") shall be accompanied by proof on the supplier's registration at the INSS (National Social Security Institute), and specific to the activities related with the subject-matter of the Contract, as well as by proof of the registration of the Contractor in the municipality responsible for the collection of ISS (Tax on Services).



7.3.2. Furthermore, the invoices must include:

- Order or Contract number, IPI (tax on industrialised products) and ICMS (tax on the movement of goods) applicable in the event of the purchase of materials;
- Due Date;
- Specification of the services and/or materials acquired using their respective identifiers;
- Name and CNPJ (National Register of Legal Entities) relating to the ENEL Group that makes the purchase and/or is the recipient of the services;
- Unit value of the materials or equipment;
- Total value of the materials or equipment; and
- Specification of all tax deductions and withholding taxes.

Should ENEL find errors, faults or variations in the invoice, as well as breaches in the compliance with the legal and contractual obligations committed by the Contractor, the payment shall be suspended and shall only be made within a period of 30 (thirty) days after the situation has been rectified by the Contractor.

7.3.3. The revised invoice issued by the Contractor will have the same deadline for the payment, as from the date of its receipt, as well as the invoice originally sent.

7.3.4. ENEL will not be liable for any financial or banking expense necessary for the issuing of the invoices.

7.3.5. Under no circumstances will it be permitted for the Contractor or its subcontractors to issue any credit note against ENEL or against any other company belonging to the ENEL Group, and the Contractor shall bear all expenses, losses and damages arising from the violation of this provision.

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

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

7.4. Payment terms

7.4.1. Invoices shall be paid within the time limit stipulated in the Contract, following the prior review and approval of ENEL concerning compliance with the contractual conditions; in the absence of an express provision in the Contract, relating to a given payment due date, payment will take place on the first payment date no later than 90 (ninety) days after the registration of the Invoice by ENEL, or the invoice approval date, if it is after the registration date.

7.4.2. The payment to the foreign Contractor shall comply with the specific procedures provided for in



the Contract, which shall also specify the need for procedures at the official institutions, such as the INPI (National Industrial Property Institute) or the BACEN (Central Bank of Brazil).

7.4.3. Import invoices should comply with customs regulations and, in particular, the provisions contained in the Decree on Federal Revenue (Ministry of Finance) No. 6759/09 art. 557.

7.4.4. All payments made prior to Provisional Receipt, in accordance with the terms of the Contract, shall be deemed advance payments of the final price. In cases where no financial guarantee has been lodged for the faithful compliance with the Contract, ENEL shall retain 10% (ten per cent) of the Contractor's invoices, in accordance with paragraph 19 of this Annex.

7.5. Electronic billing

7.5.1. Without prejudice to the billing system and conditions of payment set out in the preceding paragraphs, the Contractor may use an electronic billing system, if ENEL has such a system. If the Contractor chooses to use the electronic billing system, it shall make use thereof for the duration of the Contract, or whenever such a system is operational.

8. Taxes

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

9. Execution

9.1. General

9.1.1. In the execution of services related to the works, as well as in the acquisition of materials needed for their implementation, the provisions of the Contract shall be complied with in their entirety, and shall be fully observed the provisions of the Contract, by ensuring strict compliance with the designs, drawings, technical specifications, especially the requirements established by ABNT (Brazilian Association for Technical Standards) and in strict compliance with the laws and requirements of the federal, State and municipal authorities, exempting ENEL from any liability for the Contractor's failure to comply with any legal requirements.

9.1.2. If the Contractor finds any error, omission or discrepancy in the projects, drawings and technical specifications supplied, it shall inform, in writing, ENEL, thereof and detail everything that has to be fixed.

9.1.3. The Contractor shall place in a visible location at the work site; a company sign with the Site Manager's name and include his registration number at the CREA (Regional Council of Engineering, Architecture and Agronomy).

9.1.4. The supplier shall proceed with the registration of the Record of Technical Liability (ART, Record of Technical Liability) relating to the works and/or services under the Contract in the CREA where the same will be executed, in accordance with the provisions of the applicable legislation, and send a copy of this document to ENEL prior to commencing with the implementation of the object of the Contract.

The supplier shall request, in good time and in advance from ENEL, the licenses that can only be obtained by it, in such a manner that the execution of works or services is not affected or nor prevent the entry into operation of the machines, and the total costs required to obtain such licenses shall be borne by the Contractor.



If such request is not made in due time and in accordance with the previous sentence, the Contractor will be subject to the penalties provided for in the Contract and be liable for any losses incurred as a result of this, which are suffered by ENEL.

- 9.1.5. The supplier shall keep accurate and up-to-date records of all costs, expenses, financial transactions and obligations related to the execution of the works and services and the acquisition of materials needed for the performance of the Contract.

For audit purposes, the records mentioned in this paragraph shall be made available to ENEL, or whomever it appoints, during working hours and at the offices of the Contractor.

- 9.1.6. The Contractor shall register with the competent authorities, all equipment used in the performance of the services, if legally required to do so, especially with regard to the environment, and the Contractor shall be solely and exclusively responsible for all losses and damages suffered by ENEL.

- 9.1.7. The supplier shall equip its employees, under his sole and exclusive responsibility, with all Individual Protection Equipment (PPE) and Collective Protection equipment (EPC), which has to be used accordance with applicable legislation, in the performance of the Contract.

9.2. Inspections, assays and testing

- 9.2.1. ENEL may inspect the materials and equipment under the Contract at any time during their manufacture, as well as during the execution of the contractual works and services, including the materials that the Contractor employs in the related execution thereof. This inspection may be conducted using its own staff or by persons or entities that it appoints, whether at the work site, offices, factories, workshops or warehouses of the Contractor or its subcontractors, for these purposes ENEL'S inspectors shall have unrestricted access to the said premises, assisting them whenever necessary.

- 9.2.2. Notwithstanding the foregoing provisions, in this Contract, the assays or testing will be conducted in compliance with the Inspection Items Programme prepared by the 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, work or services under the Contract will satisfactorily fulfil the conditions required by ENEL and, if appropriate, by the relevant technical standards.

- 9.3.2. The Contractor shall be solely responsible for quality control, regardless of the controls and tests that ENEL conducts using its own resources or those of a third party. These tests shall not affect the full responsibility pertaining solely to the Contractor.

- 9.3.3. Prior to the commencement of the manufacturing process, or execution of the work or the service Contract, the Contractor shall, at ENEL'S request, for its approval, a Quality Control Plan (according to ISO 10/005 or its equivalent), which shall include the Inspection Items Programme, as well as the description of the applicable operations and procedures.

Once the said Quality Control Plan has been submitted, ENEL may raise an objections



regarding the same within a period of 15 (fifteen) working days, always for justifiable reasons, and the Contractor shall undertake to modify it with due diligence, by making the necessary corrections in accordance with the objections raised by ENEL.

- 9.3.4. During the execution of the Contract, the Contractor shall comply strictly and rigorously with the provisions of its Quality Assurance System and Quality Control Plan approved by ENEL, which reserves the right to conduct the necessary audits to prove compliance therewith.
- 9.3.5. On completion of the Contract, the Contractor shall deliver to ENEL, for its approval, a final quality control report, the contents of which tents should be adjusted to the provisions set forth in the Contract and in the approved Quality Control Plan.
- 9.3.6. ENEL may require the Contractor to lodge with a Notary the technical documentation necessary for the manufacturing of the materials and equipment under the Contract. This documentation will be placed at the disposal of ENEL, which may use it in the cases where it is expected that the product catalogue will be discontinued or withdrawn or in instances where the Contractor or its subcontractors or its suppliers are involved in a tender.
- 9.3.7. Compliance with these quality control conditions does not exempt the Contractor, in any case, from its liability for the improper performance of the Contract.

9.4. Terms of delivery and receipt

9.4.1. General

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

9.4.2. Materials and / or equipment

- 9.4.2.1. Together with each delivery, the Contractor shall submit all final technical documentation and the protocols and tests set forth in the Specifications, Contract and, if applicable, the relative Technical Standards.
- 9.4.2.2. The Contractor shall, in addition to previous documentation, certify that, if required by ENEL, the design, raw materials, materials, brands, and types of components are identical to those which were approved, where necessary.
- 9.4.2.3. To perform delivery, the Contractor shall submit to ENEL, for the attention of the contact person or person responsible for reception who is mentioned in the Contract, in good time, the Dispatch Notice indicating therein the following details:
- Contract Reference Number;
 - Number of packages sent, indicating the material they contain. If these are the last ones that where contracted, this must be expressly stated;
 - Data relating to the means of transport and / or the company that is responsible for transportation together with data and the telephone number and contact person;
 - Date and place where the equipment or the materials are made available.

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



- 9.4.2.4. With regard to the materials or equipment subject to quality control, and unless otherwise agreed, the Contractor shall not send the same until it has in its possession the compulsory Dispatch Authorisation after the Reception by Protocol or Reception at the Origin issued by ENEL. From these requirements are excluded the supplies included through a Quality System Agreement. However, if the Contractor proceeds with its dispatch, all costs arising from the same shall be for its account.
- 9.4.2.5. Unless otherwise agreed in the Contract, the delivery of materials and equipment will be made in the DDP form (Incoterms CCI 2010) in the destination established in the Contract. The terms shall be interpreted, as regards delivery, ownership, insurance etc., in accordance with the Incoterm, unless otherwise stated in the provisions of the Contract.
- 9.4.2.6. Without prejudice to the delivery date being considered met, ENEL reserves the right to postpone any shipment or consignment of materials or equipment. The Contractor shall bear the storage and insurance expenses during the month following the agreed delivery date. If the postponement of the dispatch continues for even longer, the compensation for the costs arising from the additional storage and insurance shall be mutually agreed upon.
- 9.4.2.7. Once ENEL receives the material or equipment, a Document of Provisional Acknowledge of Receipt shall be issued, which shall be signed by both Parties, and it shall refer to the satisfactory outcome of the assays or tests and final certifications, or it will contain the circumstances in which the defects therein must be resolved or corrected. Provisional Acknowledgement of Receipt shall be formalised within a maximum period of eight (8) days as from the date on which either party so requests, and all conditions or activities under this Contract have been fulfilled.
When no final assays or tests and certifications are required, delivery by the SUPPLIER of the materials and equipment will be formalised through ENEL'S compliance agreement and receipt of the same.

9.4.3. Works and / or services

- 9.4.3.1. After expiry of the Warranty Period, the Contractor shall notify ENEL of the expiration of such Period, and request the Final Receipt. On receiving such request, ENEL, if necessary, shall notify the Contractor by the date set for the Final Receipt, which should occur within a period not exceeding thirty (30) days as from the receipt of the notification from ENEL.
On the day established by mutual agreement, a check shall be performed, in the presence of the Contractor, of the condition of the contracted work or service and verification shall take place as to whether it complies with the required conditions, by conducting necessary assays.
- 9.4.3.2. Management responsible for the designated works or services will respond in full to the Contractor.

9.5. Transfer of ownership and risk.

9.5.1. Materials and / or equipment

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



9.5.2. Works and / or services

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

10. Assignment of Contract and Subcontracting

- 10.1. It shall be deemed subcontracting of the Contract, according to the specific case, where there is any agreement or action of the Contractor with third parties so that they participate in the fulfilment or performance of the Contract.
- 10.2. It shall be deemed to be an assignment of the Contract, where there is any consent of the Contractor to transfer to third parties all rights and obligations arising from the Contract, and it is expressly stipulated that the transfer may only be if it has previously been authorised by ENEL, in accordance with the terms of the Contract and the related Contractual Documentation.
- 10.3. Under no circumstances will it be deemed that there is a relationship between the subcontractors or assignees and ENEL, and the Contractor shall at all times be responsible for all activities of such subcontractors or assignees, and for the fulfilment of the contractual, legal and tax obligations arising from the performance of their work, as well as for damages and losses caused to ENEL by any subcontractors or assignees, its agents, advisers and employees.
- 10.4. ENEL shall not be liable to any subcontractor or assignee, nor to their staff, nor for any claim did arising directly or indirectly from the Contract, in terms of which the Contractor agrees, undertakes, and is, oblige to perform for ENEL and to do everything within its power to avoid the lodging and / or processing of such claims. Consequently, the Contractor shall be accountable to ENEL and render it harmless for any action, in or out of court, or proceedings instituted directed against ENEL by any subcontractor or assignee, or their staff. The said exemption shall cover both the amount that ENEL has to pay, as expenses or costs of any nature, which ENEL incurs as a result of such claim. The breach by the Contractor of anything governed in these paragraphs shall be deemed to constitute a serious breach, and shall entitle ENEL to terminate the Contract due to the breach committed by the Contractor without prejudice to any other legal action, that ENEL may have
- 10.5. Under no circumstances shall solidarity or subsidiarity, of any nature, be claimed between ENEL and the Contractor, its subcontractors or assigns, nor between ENEL and the employees or representatives of the Contractor, its subcontractors and assigns, with respect to performance of the Contract.
- 10.6. In cases of assignment of the Contract or subcontracting, the Contractor agrees and undertakes to obtain from the assignee or subcontractor the prior acceptance of the obligations in favour of the ENEL against them arising from all contractual, legal, labour, confidentiality and security conditions, and it shall be essential to submit the relevant supporting documentation.
- 10.7. In accordance with what has been set out above, ENEL may at any time inspect and oversee the work or manufactured items of the assignee or subcontractor, and the fulfilment of its obligations. The subcontractor or assignee is required to provide ENEL any cooperation that it may need (documentation, reports, unrestricted access to its factories, workshops, or facilities, etc.)
- 10.8. ENEL reserves the right to reject the subcontractors or assignees that throughout the course of the work it does not deem appropriate to keep.



11. Assignment of rights and credits

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

12. Obligations of the Contractor

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

13. Contractor's responsibilities

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

14. Warranty Period

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

15. Penalties

- 15.1. Without to the provisions of paragraph 16.3 of the General Part of the present Contract General Terms and Conditions, on the termination of the Contract for any cause imputable to the Contractor, the breaches committed by it as regards the delivery dates or deadlines for execution, both partial and final, as well as any other breaches expressly provided for in the Contract or in these General Terms and Conditions, shall result in the imposition by ENEL of a penalty that under no circumstances will be of a compensatory nature.

If no other penalty has been specified for delay, a penalty shall be imposed equal to 1.5% (one comma five per cent) of the total Contract Price each week of delay during the first four months, and 4% (four per cent) from the fifth week, and it shall be, in both cases, calculated based on the days that have elapsed.

If during the Warranty Period ENEL is deprived of the disposal or use of contracted materials or



equipment, or work done or facilities erected, caused by defects, failure or malfunction arising or detected in the same, which is not attributable to ENEL, or due to the defects in the execution or in work, which requires their correction, in compliance with the Guaranteed Undertaking, the Contractor, will be penalised with the penalty specified for this purpose in the Contract, and where it has not been stipulated, with a penalty 0.1% of the total Contract Price for each day lapsed where the same is not available or cannot be used.

- 15.2. The sum of penalties shall not exceed 15% of the total Contract Price. Should this limit be exceeded, ENEL shall impose a penalty and shall be entitled to terminate the Contract in accordance with the applicable legislation.

The imposition of penalties shall not prevent ENEL from further claiming from the Contractor, all additional expenses and costs that it is compelled to support and / or pay to third parties as a direct consequence of the delay or failure occasioned.

- 15.3. The imposition of the penalties provided for shall not exempt the Contractor from complying with the Contract in its entirety. As a result, the supplier shall be obliged the technical defects found; pay the penalties due; to recover his lost deadline costs and to replace the materials and equipment, redo or repeat, as required, the jobs or services, which are the subject of the Contract, at the request of ENEL.
- 15.4. The procedure for the recovery of any penalties arising from the Contract will be performed in accordance with the information stated in this paragraph.

ENEL shall inform, in writing, by way of a request sent to the Contractor of the penalty, which shall have to be paid, detailing the value thereof. The Contractor shall have a period of fifteen (15) days from the date of the notification to provide the evidence in its defence, which it deems appropriate.

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

Once the economic guarantee has been executed, the Contractor will be obligated to reinstate it for the same value as that prior to execution, as provided for in paragraph 19.

Until restitution takes place, ENEL will retain the residual amount resulting from the difference between the total value of the guarantee and the penalty amount.

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

16. Suspension, termination and resolution

- 16.1 In accordance with the same article in the General Part of these Contract General Terms and Conditions.



17. Force majeure

- 17.1 In accordance with the same article in the General Part of these Contract General Terms and Conditions.

18. Legal, labour, occupational safety and health obligations

- 18.1 The Contract will not create, under any circumstances, employment Contract between ENEL and the employees, agents or subcontractors of the Contractor, who may be appointed to perform the object of this Contract at the premises of ENEL, so that such employees, representatives or subcontractors continue hierarchically and functionally to be subordinate to the Contractor, who will be solely responsible for payment of wages, labour costs and social security, taxes and other related costs arising in relation to such employees.
- 18.2 If any proceeds of whatsoever natures are instituted against ENEL, for responsibility of the Contractor, or a lawsuit is launched for any act or omission of the Contractor or its subcontractors, it shall be entitled to withhold pending payments or from the guarantees provided, an amount equivalent to what is being claimed, including payments for social security and income tax, and these shall be refunded to the Contractor, with the appropriate corrections following judgement without the recourse to appeal, dismisses the application or excludes ENEL from the list of defendants. In this case, the Contractor also reimburse ENEL for the hours charged by its attorney, especially in the preparation of petitions and commuting to hearings, and for their representatives, as well as judicial and administrative expenses and costs incurred to produce evidence, providing the basis for the compensation herein agreed to pay the fees of the lawyer and the representative of ENEL, except in cases of refusal or loss of procedural deadlines by ENEL, without prejudice to a possible action for compensation.
- 18.3 The Contractor shall be solely responsible for the payment of the costs incurred in hiring of its employees, contractors and/or subcontractors, including, without limitation: salaries, additional benefits, leave, extraordinary payments, insurance against accidents at work, contributions and/or expenses payable to social security, to the FTGS (Guarantee Fund for Length of Service) and to the PIS (Social Integration Programme), withholding tax, and any other labour costs, of a contributory or tax nature, exonerating ENEL from any responsibility for any accidents in the supply of the materials and/or equipment, labour claims and/or contributory actions, including on behalf of ENEL, since they are different companies and there is no labour or employment relationship between ENEL and the employees, representatives and/or subcontractors of the Contractor, as stated above.
- 18.4 Under Decree no. 8262/14, the Contractor must provide its staff and employees with a non-smoking environment. Special areas for smokers are not permitted on its premises or in the locations where services or supplies take place.

18.5 Penalties for violation of regulations on the protection of health and safety in the workplace.

Without prejudice to its right to terminate the contract, and without prejudice to claims for losses and damages in regard to non-compliance with regulations on the protection of health and safety in the workplace, ENEL may at its sole discretion impose the penalties listed below, serving the SUPPLIER advance notice to this effect via registered mail:

- a. R\$ 1,000.00 (one thousand reais) for each violation classed as "SERIOUS" in the table included in clause 18.2 of the General Section of the present General Conditions of the Contract.
- b. R\$ 2,000.00 (two thousand reais) for each violation classed as "VERY SERIOUS" in the table included in clause 18.2 of the General Section of the present General Conditions of the Contract.



If the violations referred to in items a) and b), and “extremely serious” violations, cause accidents or personal injury, ENEL reserves the right to impose (at its sole discretion) an additional penalty of up to 2% of the total value of the Contract, and in all cases no lower than R\$ 2,000.00 (two thousand reais).

19. Financial guarantee

- 19.1 the supplier shall deliver prior to the signature of Contract, a financial guarantee in favour of ENEL, for a value equal to 10% (ten per cent) of the total value of the work or service or, at the discretion of ENEL, equal to 1 (one) monthly invoice, in the form of Letter of Guarantee (bank guarantee, with the following wording: "To ensure the faithful, complete and timely fulfilment of the Contract _ _")
- 19.2. The bank guarantee that has to be delivered must be from a high-level bank previously approved by ENEL.
- 19.3 The financial guarantee provided by the Contractor shall take effect as soon as this Contract is in force, including when any contractual obligations are pending, and will be returned following the written request of the Contractor after ENEL has deducted or retained any amounts deducted in terms of the Contract.
- 19.4 ENEL may choose to replace the guarantee mentioned above by retaining 10% (ten per cent) from each invoice until reaching 10% (ten per cent) of the amount of the work or services of the guarantee consented to by the Parties.

20. Insurance

- 20.1. If the Contract is executed in the form of storage of materials of the Contractor on the premises of ENEL, the supplier will be required to Contract, in addition to the insurance policies described in the namesake paragraph of the General Part, insurance against theft and other damages that the stored material may suffer, for the entire duration of the Contract.
- 20.2. If in the opinion of ENEL, the insurance covers submitted by the Contractor are insufficient to cover the exposure to the risk, both at the time of the delivery of the materials or equipment and at the time of executing the work or service under the Contract, the Contractor undertakes to review and change the same as may be necessary in accordance with the conditions of the goods insured.

21. Industrial and Intellectual Property

- 21.1 In accordance with the same article in the General Part of these Contract General Terms and Conditions.

22. Confidentiality

- 22.1 In accordance with the text contained in the section of the same name in the General Section of the present General Conditions of the Contract, with the exception of applicable law, since contracts formalized in Brazil are subject to Brazilian law, including the non-disclosure clause.



23. Processing of personal data

- 23.1. If the performance of the Contract requires the Contractor to receive personal data belonging to ENEL, the provisions of this paragraph shall apply.
- 23.2. Such data that is processed and managed by the Contractor shall be and remain the responsibility of ENEL.
- a) In particular, the Contractor represents and warrants that: the processing of the data will be done in compliance with the applicable legislation, as well as the criteria, requirements and Specifications set out in the Contract and, where applicable, with the instructions given at any time by ENEL;
 - b) The personal data to which the Contractor has access as a consequence of the Contractual object shall not be applied or used for any purpose other than as set out in the Contract;
 - c) The personal data that were subject to processing shall be returned to ENEL after a period of 15 (fifteen), as determined from the date on which the service terminated, according to the provisions of the Contract;
 - d) It shall destroy any document, supplement or copy of the personal data, which has been subject to processing by virtue of the provisions of this Contract and the return of which is not possible, for reasons other than those stated in the preceding paragraph. However, personal data shall not be destroyed where there is a legal provision requiring their preservation. In this case, the Contractor shall retain, with a proper description, the mentioned data;
 - e) It shall not to disclose, nor transmit, to other natural or legal persons, the personal data that may be supplied to it for the purposes of rendering the services under this Contract;
 - f) It shall implement, when processing the data supplied by ENEL, measures of a technical and organisational nature and required applicable legislation, as well as those agreed to in the actual Contract, to ensure the security of personal data and avoid the alteration, loss, processing or unauthorised access thereof, resulting from human acts or the physical or natural means, and it should, likewise take into consideration the state of technology, the nature of the data stored and the risks to which it is exposed. The measure shall cover, as an example, hardware, software, recovery processes, backups and information extracted from the personal data displayed on the screen or in printed format;
 - g) Should it be necessary to undertake any international transfer of the data, to render the service, the Contractor undertakes to notify ENEL of this fact, beforehand and in good time so that it can request the relevant authorisations, without which the Contractor will not be able to proceed with such transfers.
- 23.3 Without prejudice to the provisions of paragraph (e) above, should ENEL authorise the subcontracting of certain services to third parties, which in turn involves the supply of personal data referred to in this clause, the Contractor undertakes to, prior to such subcontracting, enter into an agreement between the Contractor and its subcontract relating to the confidentiality of the data, the responsibility of the Contractor and of its subcontractor concerning the correct handling of such data, and liability for all damages, losses and costs incurred arising from the breach thereof.



23.4 The Contractor undertakes indemnify ENEL against any claim arising from the failure to comply with any provision stipulated in this clause and agrees to bear the costs that it may be required to pay in respect of penalties, fines, compensation, interest, damages, costs and losses in general for which ENEL may be ordered to pay in the execution of the Contract.

24. Environmental protection

24.1. Materials and / or Equipment

24.1.1. O The SUPPLIER undertakes to implement every measure to guarantee the strict compliance with the obligations deriving from the application of all national environmental legislation on Federal, State or Municipal level, with the requirements and conditioning factors inherent to licences, permits, authorizations and technical standards applicable within the scope of its services; especially in regard to the correct packaging and labelling of the products supplied (packaging date, manufacture, expiry date of product etc.), return or appropriate disposal of chemical product packaging, in cases where such products are considered to be hazardous under the legislation in place, without prejudice to other legal provisions which may be introduced on this matter in the future, and must rectify all damages caused as a consequence of its activities.

24.1.2. The Contractor undertakes to supply, whenever possible, eco-labelled products or materials, and which have a higher useful life period, or with lower power consumption, which entail a lower cost and are less likely to generate waste due to the expiry date of the product and to inform ENEL of such acquisitions.

24.1.3. The Contractor warrants that the components used in its materials and equipment is not carcinogenic or chemically unstable.

24.1.4. The Contractor shall respect the limits specified for the marketing of hazardous substances and preparations established in legislation, as well as any other future legal amendment on the subject. In particular, it shall be demonstrated that there are no PCBs in equipment oil, as well as the absence of CFCs, HCFCs, halons, etc., with trade restrictions.

24.1.5. The Contractor will be responsible for ensuring that transportation of people, materials and waste complies with the provisions of applicable legislation.

..

24.1.6. Whenever possible and although it is not a legislative obligation, the Contractor shall re-use or recycle waste generated by their products or materials.

24.1.7. ENEL reserves the right to monitor and control the proper management of waste by the Contractor.

24.1.8. If within the scope of the Contract is included, directly or indirectly, the acquisition of substances, as such or in the form of a mixture in goods, broadly mentioning but not limited to the following:

- insulating oils;
- lubricating oils;
- polishes;
- dyes (including "Toner") and varnishes;
- solvents;
- chemical products;
- batteries;
- gases (bottled or in equipment);



- fuels (diesel, gasoline);
- laboratory reagents;
- cleaning products

The SUPPLIER shall confirm its compliance with the applicable legislation on the registration, evaluation, authorization, licensing and restriction of chemical substances and preparations in the form of a safety data sheet, guaranteeing their handling and storage in accordance with the relevant legislation.

The SUPPLIER must guarantee the presence of the Safety Data Sheet for the chemical products in their place of use and storage.

24.1.9. The SUPPLIER undertakes to manage the empty packaging in which it supplied its product, in compliance with the legislation on this matter, and to remove packaging when requested to do so by ENEL; it shall be held exclusively liable for the observation of obligatory legislation on transport, as indicated in the previous clauses. It must also remove packaging in the conditions and within the time limits established in each contract; in the absence of stipulations on time limits, the SUPPLIER shall dispose of packaging when requested to do so by ENEL.

The electric equipment Contractor shall comply with the conditions imposed by the applicable legislation. Special attention shall be paid to electrical metres, computers, counters and the equipment for monitoring installations, which the Contractor will be required to remove at the end of their useful lives by establishing suitable logistical solutions for the use of the returned supplies at no cost to ENEL.

24.2. Works and / or Services

24.2.1. The SUPPLIER must be aware of all requirements and legislation applicable to its work, and must provide evidence to show its compliance with the aforementioned regulations and requirements.

24.2.2. The Contractor shall ensure, and where appropriate shall prove, that the person who will carry out the work under the Contract, has or receives the appropriate theoretical and practical training to this end, and in particular, the necessary training to ensure correct behaviour in relation to the environment and to reduce the risk of an accident which has an environmental impact. The training shall include their obligations arising from the documents of the Environmental Management System, technical standards and legal standards applicable, restrictions and licensing requirements and authorizations.

24.2.3. The SUPPLIER shall provide its personnel with the necessary resources allowing work to be carried out in respect for the environment and in accordance with the applicable regulations and requirements. It furthermore undertakes to comply with all applicable legal requirements and with the requirements deriving from the Environmental Management System, where such a system is in place in the installations addressed by the Contract.

24.2.4 The SUPPLIER shall be held liable for all accidents and environmental damage caused by its activities, whether these derive from malicious conduct, negligence or unforeseeable circumstances. The SUPPLIER must therefore manage the risk inherent to its activities and is responsible for rehabilitating and rectifying damages caused by them. These activities include the activities pursued directly or indirectly by the SUPPLIER in the execution of the contracted services. In consequence of the work executed, ENEL reserves the right to hold the SUPPLIER responsible for the environmental proceedings and expenses sustained by the latter in the administrative, civil and criminal forums for damages caused to the environment under the definitions given above. The SUPPLIER shall take the necessary measures to ensure the strict compliance with all National, State and Municipal environmental legislation applicable to its work, and shall rectify the damages caused as a consequence of its activities, even when these are in accordance with the applicable



regulations, Brazilian legislation and the risk inherent to activities, and the damage has occurred as a result of unforeseeable circumstances or force majeure.

24.2.5. The Contractor shall draw up a plan for the prevention of environmental risks and contingencies arising from the work to be carried out, which it will deliver to ENEL, when requested, and in order to avoid any accident it shall implement timely preventive measures to ensure compliance with the applicable norms, as well as those that dictate good environmental management practices, such as:

- Appropriately storing and managing chemicals and goods or toxic and hazardous waste, by separating incompatible chemicals from each other and avoiding the mixing of waste;
- Clearly identifying the areas and waste with particular environmental impact;
- Prevent leaks, spills and contamination of soils tanks or beds;
- Prohibit its employees from making fires, spills or uncontrolled abandonment;
- Prevent emissions of dust or other substances during the transportation of materials;
- In particular, it must comply with the prohibition on unsupervised dumping and the abandonment of any kind of waste in the area encompassed by the work or services contracted, which area must be kept as clean and tidy as possible during each working day and especially at the end of each working day; it must also comply with the stipulations on environmental procedures of the Environmental Management System and the commitments undertaken as part of the basic environmental plans registered with the competent bodies, or equivalent requirements applicable to the work to be carried out, in the event no such plan is implemented in the installations covered by the Contract.
- To ensure the proper segregation of waste, the SUPPLIER must place a sufficient number of recipients in places of work, in compliance with the applicable legislation on segregation; these recipients should have closures and labels and should be in good condition. All waste generated must be collected and placed in recipients in accordance with the applicable regulations. It must be removed to its place of disposal in accordance with applicable legal requirements and via licensed transport companies and receivers. The SUPPLIER shall provide ENEL, when requested to do so, with a copy of the transport documents and [information on] the disposal of the waste, in accordance with applicable regulations, and of the licences and permits for the transport companies and receivers.
- Once all contracted services and jobs have been completed, the SUPPLIER undertakes to leave the place of work clean and unobstructed, rehabilitating damaged areas in accordance with its obligations in regard to the environmental body, removing on the completion of work all debris, packaging materials, boxes, bags, scrap and other kinds of waste generated and present on the site, and shall be liable for the collection, transportation and appropriate disposal of this waste. The areas must be rehabilitated at the same time as temporary structures are demobilized, and the SUPPLIER must remove the protection (temporary fencing) from around the area to ensure the growth of the vegetation planted for its rehabilitation.
- Moreover, the Contractor, shall implement timely measures to ensure strict compliance with environmental legislation in force and applicable to works mentioned.

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



- 24.2.7. The Contractor undertakes to immediately inform ENEL'S technical site supervisor, about any environmental accidents that occurred during the execution of same, and is required to submit a written report on what happened and the causes thereof.
- 24.2.8. In the event of an environmental accident occurring, of whatever nature, the Contractor undertakes to comply with the instructions given of ENEL'S site supervisor.
- 24.2.9. The technician who oversees ENEL'S services may terminate the services if he finds any contractual breach, in this case the Contractor will be responsible for the losses and damage caused by such termination. Non-compliance with the obligations related to the conservation of the premises where services are performed, will result in the deduction from the invoices of the Contractor of the amounts resulting from losses caused, and in the imposition of a non-compensatory fine of 10% (ten per cent) calculated on the total amount of the loss.

24.3 Licensing requirements

- 24.3.1 The SUPPLIER must draw up reports on its activities and submit them to ENEL as proof that its activities are in accordance with the conditioning factors for environmental permits, the environmental plans approved by the environmental body, permits and similar authorizations.
- 24.3.2 The SUPPLIER must submit consolidated reports, within the period stipulated by the environmental body for the submission of obligatory reports under the licensing conditions. The SUPPLIER must submit partial reports on its activities to ENEL every month; these partial reports shall be components of the consolidated report submitted to the environmental body or competent environmental authority.
- 24.3.3 Partial reports and the reports submitted to the environmental authorities must contain all the elements necessary for verification that the activities of the SUPPLIER meet the requirements established by legislation and the environmental authorities with specific regulatory powers over the undertaking. These elements include licences for waste transportation companies, receivers, suppliers of mineral and forestry materials, permits for the use of water, technical authorizations for the treatment of effluent, management of waste, site rehabilitation, plans provided in legislation, extensive photographic records in conformity with the activities, layouts, required controls and others in conformity with the legal requirements applicable to the scope of the services provided by the SUPPLIER as part of the undertaking.

25. Vendor Rating

- 25.1 In accordance with the same article in the General Part of these Contract General Terms and Conditions.

26. Global Compact

- 26.1 In accordance with the same article in the General Part of these Contract General Terms and Conditions.

27. Ethical Code of Conduct

27.1. General

The documents referred to below together constitute the Ethical Standards (hereinafter "**Ethical Standards**") which the **CONTRACTOR** must observe. These documents and their respective updates are available for consultation at www.endesabrazil.com.br (item: "Suppliers", sub item



“Documents”, and form an integral part of this contract; compliance with them is obligatory, as if they were contained in the contract:

- a. Code of Ethics of the **CONTRACTOR**;
- b. Sustainability commitment;
- c. Zero Tolerance for Corruption plan;
- d. General Principles for Prevention of Penal Risks;
- e. Protocol for Conduct in Relations with Public Functionaries and Public Authorities;
- f. Protocol on Receiving and Offering Gifts, Presents and Similar;
- g. 231 Directives – “Directives applicable to the non-Italian subsidiaries of Enel in accordance with Italian law (Italian Legislative Decree no. 231 of 8 June 2001)

The Parties declare that they have had access to the content of the documents mentioned in the heading of this clause, which documents were made available at the moment this contract was established, and further declare that they have read and understood them, and undertake to comply with and respect them and their updated versions.

In the event of ambiguities and inconsistencies between the **Ethical Standards** and the Code of Ethics of the **CONTRACTOR**, and on condition that the aforementioned Code has been submitted to the **CLIENT**, the more restrictive of the two provisions shall always prevail.

In the event the **CONTRACTOR** has no Internet access, or is unable to locate or has difficulty accessing any of the annexes referred to in the present clause 2 and its sub clauses, it must request the contact person designated to send the annexes in electronic or printed form (physical medium).

Failure to request any of the annexes as provided in the previous clause shall signal the **CONTRACTOR**'s unequivocal understanding and acceptance of their conditions.

The **PARTIES** declare that they will make every effort to combat corruption in all its forms, including extortion and bribery, inside and outside the scope of this **Contract**, including but not limited to the acceptance of bribes, promises, gifts, presents, favours and/or gratuities offered with the purpose of obtaining any kind of advantage, in the Private sector or the Public Administration, and undertake to respect the provisions of this contract and its annexes, especially: “General Conditions for ENEL Contracts and Annex I Brazil”, of the Ethical Standards applicable to the **CONTRACTOR** (item 2.6 above), and the guiding principles of the Anti-corruption Act (Law no. 12.846 of 1 August 2013, its subsequent amendments or equivalent legislation which replaces it - hereinafter collectively designated **Anti-corruption Act**).

Infringement by the **CONTRACTOR** of the provisions of item 2.9, including but not limited to failure to observe the principles of the **Anti-corruption Act**, the practice of conduct prohibited under the aforementioned Act, and the **Ethical Standards**, shall render the **CONTRACTOR** liable to the penalties provided in **CLAUSE 15 – PENALTIES**, and to the immediate termination of this **Contract** at the sole discretion of the **CLIENT**.

In the event either of the **PARTIES** learns of the practice of acts which constitute an infringement of the stipulations of item 2.9 above, it must take every legal measure to rectify such acts and inform the **CLIENT** of the occurrence of the acts via the following channels: by sending an e-mail to Enel (<http://www.ethicspoint.com/>) or a letter to da Auditoria Interna - Praça Leoni Ramos, nº 1, bloco 2 – 5º andar - São Domingos, Niterói/RJ, Brazil

27.2. Conflicts of interest

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

1. That it does not perform, within the companies of the ENEL Group, senior management duties (Director, Senior Manager with strategic duties), as an employee of the company or of the auditors of the ENEL Group;



2. That it does not have, within the ENEL Group companies, family members / relatives to the second degree / a spouse not legally separated / cohabitant / husband or children of his partner/ who are related to him by consanguinity or affinity;
3. Who has not held or holds, both the Contractor as well as his respective family members (spouse not separated or relatives in the first degree) in the past 24 months, positions in the Public Administration or in public service entities, which have had a direct relationship in the activities carried out by any of the companies within the ENEL Group (granting of concessions, monitoring activities, etc.).

The Contractor (if a legal person¹), on the signature of the Contract, declares:

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

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

The Contractor undertakes to inform ENEL of any changes that may subsequently occur and while it performs acts and actively acts in the capacity of a Contractor, concerning the information declared prior to the signature of the Contract.

28. Applicable law and settlement of disputes

- 28.1 The Contract will be governed by the laws of Brazil, and the Brazilian courts shall have jurisdictions to adjudicate any claim related to the Contract, to the exclusion of any other court outside of Brazil, unless stated otherwise in the Contract.
- 28.2 In the event of a dispute and the Parties are unable to agree on a solution, they shall refer to the issue to the Judiciary, unless the Contract makes provision for arbitration in accordance with Law 9 307/96.
- 28.3 Should the Parties, in order to settle the dispute, decide to refer the issue to arbitration, through the inclusion of the relevant arbitration clause in the Contract, it is expressly stipulated herein

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



that Brazilian law shall apply, preferably using the Chamber of the Arbitration Tribunal of the FGV (Fundação Getúlio Vargas), and the Parties hereby accept its regulations.

- 28.4. The County Court of the Capital City of the Municipality of Rio de Janeiro, State of Rio de Janeiro, is expressly elected as having jurisdiction to resolve issues related to the Contract, to the exclusion of any other.

29. General Provisions

- 29.1 The Parties agree that the business relationship must comply with more stringent and rigorous concepts and principles of ethics, morality and good faith in the conduct of business, including, without limitation, to avoid either personally or through third parties, in whole or in part, directly or indirectly, commercial associations, contacts or relations with any types or classes of agents who have been involved in illicit business activities, including unfair or unethical competition activities, which, depending on the activity carried out, the Parties are aware or should have knowledge of.
- 29.2 None of the terms and conditions of the Contract shall be interpreted as a means for the establishment of a partnership, joint venture, or an association or commercial representation between the Parties, where each one shall be solely, fully and exclusively responsible for their own acts and obligations.
- 29.3 The Parties declare, under the penalties established by law, that the responsible persons or legal representatives who sign the Contract are duly authorised thereto in accordance with the relevant Articles of Association and Statutes, with the power to assume the contracted obligation.