



This “Annex XV Argentina” applies to contracts for the purchase of supplies and contracting services or works (hereinafter each one of said contracts shall be named the “Contract”), between the companies of ENEL Group and the SUPPLIER, as defined in this document (hereinafter the “Parties”), provided that the Contract is governed by the legislation of The Argentine Republic.

## CONTENTS

1. SCOPE OF APPLICATION. ....	2
2. DEFINITIONS. ....	2
3. LANGUAGE. ....	4
4. FORMALISATION. ....	4
5. INTERPRETATION AND HIERARCHY. ....	4
6. COMMUNICATIONS. ....	4
7. FINANCIAL CONDITIONS. ....	4
8. TAXES. ....	9
9. EXECUTION. ....	9
10 ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING. ....	16_Toc429415309
11 TRANSFER OF RIGHTS AND CREDITS. ....	17
12 SUPPLIER OBLIGATIONS. ....	17
13 SUPPLIER RESPONSIBILITIES. ....	17
14 SUPPLIER GUARANTEES. ....	17
15 PENALTIES. ....	18
16 CONTRACT SUSPENSION AND RESCISSION. ....	20
17 FORCE MAJEURE. ....	22
18 OBLIGATIONS IN TERMS OF EMPLOYMENT LAW, AND OCCUPATIONAL HEALTH AND SAFETY. ....	22
19 FINANCIAL GUARANTEE. ....	35
20 INSURANCE. ....	38
21 INTELLECTUAL AND INDUSTRIAL PROPERTY. ....	44
22 CONFIDENTIALITY. ....	44
23 PERSONAL DATA PROCESSING. ....	44
24 ENVIRONMENTAL PROTECTION. ....	44
25 VENDOR RATING. ....	48
26 GLOBAL COMPACT. ....	48
27 ETHICAL CONDUCT STANDARDS. ....	48
28 APPLICABLE LEGISLATION. ....	49
29 JURISDICTION. ....	49
30 BUY ARGENTINE WORK. ....	50
31 ELECTRICAL SAFETY. ....	50
32 DUMPING. ....	50



## 1. SCOPE OF APPLICATION.

According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.

## 2. DEFINITIONS.

When used in capital letter in this document, the following terms shall have the meaning indicated below, unless a different meaning must be assigned due to contextual reasons.

- **Shipping Authorisation:** document issued by ENEL, through which the SUPPLIER is empowered to proceed with the shipping of the equipment or material object of the Contract, or part thereof, once the Inspection at Source has been satisfactorily completed.
- **Goods:** goods, equipment or materials purchased by ENEL to the SUPPLIER pursuant to the corresponding Contract.
- **Certificate:** document issued in accordance with the procedure indicated in the Contract, through which ENEL agrees to the invoice of a portion of Goods, civil work or service actually provided.
- **Schedule :** document establishing the deadlines of the main activities which shall be carried out by the SUPPLIER for the fulfilment of the provisions object of this Contract. Said Schedule shall indicate the beginning and completion dates for each activity, which must be compulsory observed by the SUPPLIER. The Schedule must be fully compatible with the Term of Execution and may not be modified without ENEL'S prior written approval.
- **Inspector:** person designated by ENEL in the Contract or by means of a written notification to the SUPPLIER, who shall have all the necessary authority before the SUPPLIER to transmit indications and receive information on behalf of ENEL, but may not accept modifications to the Contract. In particular, this person shall be responsible for the supervision, inspection, and tracking of the SUPPLIER'S fulfilment of the Contract. The Inspector shall have the necessary powers for carrying out all the functions conferred upon him/her in the Contract. The SUPPLIER must observe all the instructions indicated by the Inspector and must provide him/her with all the required information and unrestricted access to its facilities and completed or to be completed civil works. Similarly, the Inspector may partially or completely delegate its functions to third parties permanently or temporarily by means of a written notification to the SUPPLIER.



- **Stamp Tax:** tax paid for all acts and contracts that are onerous or subject to economic reward, which are entered into in the different jurisdictions of the provinces and the Autonomous City of Buenos Aires.
- **Inspection at Source:** procedure to be carried out in the SUPPLIER'S or its subcontractor's facilities, or another site to be defined in writing by ENEL, in accordance with the one with which the tests required by the Contract shall be carried out for the Goods, materials, or equipment that must be trialed prior to its transport and entry to the Site. The Inspection at Source shall not imply the acceptance of the Goods or the total or partial Provisional Acceptance of the contracted civil works or services.
- **Request for offers:** document through which ENEL issues its request for bids in accordance with the Commercial Conditions and Technical Specifications established in the corresponding contracting process.
- **Tenderer:** person, individuals, legal persons, partnership or group thereof presenting one or more bids.
- **Quality Control Plan:** document issued by the SUPPLIER specifying the processes, procedures, human resources and materials that shall be applied to meet the Contract's requirements.
- **Inspection Points Programme:** it is the document to be incorporated to the Contract which shall indicate the various inspections, tests, trials or checks to be carried out on the completed provisions or to be completed by the SUPPLIER. The Contract may establish that the Inspection Points Programme shall be proposed by the SUPPLIER and approved in writing by ENEL.
- **Provisional Acceptance:** Provisional Acceptance Certificate as defined in the General Part of this General Terms and Conditions of Contract.
- **Delivery Note:** commercial document containing a list of the Goods supplied and accrediting their effective delivery.
- **Quality Assurance System and Quality Control Plan:** it is the system establishing the requirements that the SUPPLIER must fulfil in order to provide the materials/services that are the object of the Contract effectively and correctly, in terms of quality assurance, without relieving the SUPPLIER of its responsibility for meeting the specifications, the best practices, and the applicable regulation. The Quality Assurance System and the Quality Control Plan shall be presented by the SUPPLIER



to ENEL, which may approved it or make remarks and request adjustments it considers necessary.

- **Site:** it is the place or location where the Goods must be delivered or the civil works and services must be provided, in accordance with the provisions of the Contract

### **3. LANGUAGE.**

3.1 The original version of this Annex Argentina was written in Spanish.

### **4. FORMALISATION.**

4.1 According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.

### **5. INTERPRETATION AND HIERARCHY.**

5.1 All matters regulated in this Annex shall be primarily governed by the terms outlined in their paragraphs, and additionally by the terms outlined in the paragraphs of the same name in the General Part of the General Terms and Conditions of Contract.

5.2 Matters whose regulation in the Annex expressly indicates that they shall be directly governed in accordance with the wording outlined in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract are excluded from the above mentioned provisions.

### **6. COMMUNICATIONS.**

6.1 According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.

### **7. FINANCIAL CONDITIONS.**

#### **7.1 Prices.**

7.1.1 The price shall be established in the Contract, which shall indicate the applicable method (unit prices, according to the progress of the works, among others). Said price shall be fixed, true, established and invariable, unless expressly provided otherwise in the Contract, and shall include all costs, expenses, business profit, rights, levies or contributions, national, provincial, and municipal taxes, and the professional fees and the national and/or provincial social security contributions, present and future, that must be paid on the occasion of the execution of the civil works, the provision of the



services and/or the supply of the goods, including but not limited to the gross income tax and the Stamp Tax, with the exception of VAT or the tax replacing it in the future.

7.1.2 In the case of the execution of a civil work or the provision of a service, the Contract price includes, unless expressly included in other concepts, as a minimum the following:

- Direct and indirect labour.
- Basic and project or executive engineering.
- Machinery and associated personnel.
- Amortisation of machinery.
- All equipment and materials to be incorporated to the civil works.
- All equipment and materials necessary for the execution of the civil works, which shall not be incorporated to it
- Transport of personnel, equipment, materials and resources to and from the place of work.
- Overheads and business profit.
- The legally corresponding taxes, levies and duties.
- Expenses incurred by the SUPPLIER in programming, inspections and trials, controlling materials and execution methods, tests, deliveries and other analyses.
- Complete fulfilment of all civil works and services, in accordance with the technical specifications and all other contractual documents, applicable laws, and best practices.
- Construction, demolition and removal of the auxiliary civil works, security or storage facilities or installations built in compliance with the Regulation for the Prevention of Occupational Risks.
- Costs of guarantees and insurance.
- Management and acquisition of permits and authorisation.

7.1.3 All other costs or expenses necessary for the supply of the Goods, the execution of the civil work or the provision of the service in accordance with the applicable specifications, whether they are provisions expressly established in the contractual documentation or other provisions which are not expressly established but are necessary for the supply of the Goods, the execution of the civil work or the provision of the service must be adjusted to said specifications, the applicable regulation and the best practices. Tools necessary for the execution of the Contract, as well as the equipment necessary for personal protection, safety (PPE, personal protection elements, etc.) and the correct execution of the works shall be included in the personnel costs.

7.1.4 No additional costs for transport, food, or expenditure of the SUPPLIER'S personnel shall be admitted.



- 7.1.5 The prices shall be itemised by price of services, price of materials and the legally corresponding taxes. This shall not affect the price when the method according to the progress of the works is adopted in the Contract, being the itemisation by price carried out for certification purposes.
- 7.1.6 The SUPPLIER shall pay any additional costs incurred in freights, transportation, and packaging, and any other expenses incurred due to the failure to fulfil the delivery and shipping conditions established in the Contract.
- 7.1.7 ENEL shall not pay for any materials, equipment or works not included in the Contract if their execution was not previously offered by the SUPPLIER, in writing and with an express description of the price, accepted likewise in writing by a representative of ENEL with the required level of authority.
- 7.1.8 The SUPPLIER must accept the expansions, modifications, and reductions to the scope of the Contract, to the agreed prices, provided that they do not represent, on the whole, an increase or decrease of more than twenty percent (20%) of the Contract amount, in accordance with the following guidelines:
- 7.1.9 The new delivery date, if appropriate, shall be determined by agreement between the Parties.
- 7.1.10 If the extensions, modifications or reductions that ENEL proposes, which have been motivated by a justified reason, represent together an increase or decrease of more than twenty percent (20%) of the Contract amount, the SUPPLIER may accept or reject them, but in the latter case, ENEL shall be entitled to terminate the Contract and assign the supply of the Goods, the execution of the civil works or the provision of the service to third parties, or execute them itself.
- 7.1.11 At ENEL'S request, the SUPPLIER shall include in its bid unit price scales in case that ENEL considers it necessary, during the fulfilment of the Contract, to request the execution of additional civil work units, services or supplies no foreseen in the initial scope of the Contract (administrative costs) by the SUPPLIER. Said prices, once agreed by the Parties and incorporated to the Contract, shall include items equal to the ones defined in clause 7.1.2. and shall be applied when it is not possible to fix contingent price or in the cases in which ENEL considers it necessary. The negotiation of the contingent price and the eventual lack of agreement on it shall not entitle the SUPPLIER to reject the execution of said item which must be implemented immediately after receiving the order from ENEL.
- 7.1.12 The execution of additional works shall only be carried out prior written execution order of ENEL.

## **7.2 Modification of prices and price readjustment.**

- 7.2.1 Prices shall always be considered fixed. Price readjustment may be exceptionally accepted, being the presence in the Contract of criteria, formulas, and procedures to be applied an essential requirement.

## **7.3 Invoicing.**

- 7.3.1 The following items must be shown separately on the same invoice:
- a) The price corresponding to the supply, service, or basic civil work.
  - b) Eventual works contracted with administrative costs as per 7.1.12, in addition to the costs agreed in the Contract.



- c) Increases that have already been invoiced through the application of readjustment formulas established in the Contract. In this case, the SUPPLIER must provide documents substantiating the values of the price indexes applied and the details of the corresponding readjustment formula.

7.3.1.1 The following invoice method for Goods and services shall be applied:

7.3.1.2 Once each Certificate is approved in writing, the SUPPLIER shall present the corresponding invoice. In the period from the invoice presentation to the payment date thereof, the respective amounts shall not experiment any variation; consequently, they shall not accrue readjustments or extra charges of any sort. ENEL shall be entitled to deduct any sum owed to it by the SUPPLIER for any item, including but not limited to fines or indemnities, from the payment of any invoice.

7.3.1.3 ENEL shall not accept from the SUPPLIER the issue of Credit Invoices.

7.3.1.4 Invoices must indicate the number of Contract and Certificate or Delivery Note, amount invoiced, bonuses, special discounts, SUPPLIER'S code number registered by ENEL, where required, Individual Taxpayer Identification Number and other requirements required by ENEL. Invoices presented by the SUPPLIER shall not be considered accepted or agreed by ENEL because they have not been rejected or disputed within an established period, waiving the SUPPLIER its right to claim the presumption established by article 474 of the Commercial Code or the norm replacing it in the future.

7.3.1.5 Notwithstanding the invoice system and the terms of payment, the SUPPLIER may issue electronic invoices in accordance with the provisions of the General Resolution. 2584 of the Federal Administration of Public Revenue, its amending and supplementing provisions. Electronic invoices may be presented via email, however, said presentation shall not relieve the SUPPLIER of its obligation to present the printed originals thereof at the address indicated by ENEL in the Contract. If the SUPPLIER opts to use the above mentioned invoice system, it shall keep it along the whole Contract period or while this system is available.

7.3.1.6 All invoices and, if applicable, their supporting documentation, must be presented at the address indicated by ENEL in the Contract.

#### **7.4 Terms of Payment.**

7.4.1 The received invoices shall be paid, subject to ENEL's prior approval of the compliance with the Contractual conditions, within the deadline indicated in the particular conditions of the Contract, in accordance with the applicable legislations.

7.4.2 All payments made before the Provisional Acceptance in accordance with the provision of the Contract shall be considered payments in advance and shall be discounted from the total price.

7.4.3 For all relevant purposes, the date in which ENEL issues the transfer order shall be considered the payment date, irrespective of any other date such as that of the receipt of payment, or the one when it enters the SUPPLIER'S account, etc.

7.4.4 All invoices and payments must be carried out in pesos. In the case of prices established in US dollars or any other foreign currency, the sell exchange rate published by the Banco de la Nación Argentina of the day previous to the payment shall be taken as valid. In the case that the invoice were issued in pesos and due to the application of said exchange rate there are differences between the invoiced and



the received payment, the SUPPLIER must issue a debit or credit note, or the document required by ENEL to reflect the difference in an accounting and tax manner.

- 7.4.5 ENEL shall make no payments until the SUPPLIER certifies the procurement, to the satisfaction of ENEL, of its insurance policies and the submission of the Advanced Payment Guarantee and the Performance Guarantee.
- 7.4.6 In the case of invoice rejection by ENEL, the payment shall be suspended and shall only be carried out within the thirty (30) days following the date of the regularization of the situation which caused said rejection by ENEL and the presentation of a new invoice, whichever is later.
- 7.4.7 The Stamp Tax which may be imposed on the Contract shall be borne by both Parties by halves, unless an objective or subjective tax exemption assumption is verified, in which case the Party out of the scope of the exemption shall pay the corresponding portion of the Stamp Tax.
- 7.4.8 In the cases in which the Stamp Tax must be paid, ENEL shall pay it in full and the amount corresponding to a value equal to fifty percent (50%) of said Stamp Tax shall be deducted from the first invoice/s the SUPPLIER presents to ENEL, until the corresponding amount is reached.

#### **7.5 ENEL'S Retention Right.**

- 7.5.1 The payments that must be carried out by ENEL to the SUPPLIER may be totally or partially withheld without accruing interests, in the following assumptions:
- a) Failure to certify the compliance or failure to comply with their labour and/or social security obligations by the SUPPLIER and/or its subcontractors.
  - b) The existence of labour claims from the SUPPLIER'S and/or its subcontractors' dependants or former dependants, by relying on joint liability through the application of applicable legal norms in terms of labour law.
  - c) The current existence or the real risk that in-court litigation may be taken by one or more third parties against ENEL as a result of any event, act, or omission on the part of the SUPPLIER and/or third parties for whom it must be held responsible, related to the Contract.
  - d) Application of sanctions by administrative authorities as a result of causes attributable to the SUPPLIER.
  - e) Damage to ENEL'S Goods as a consequence of the negligence of the SUPPLIER or third parties for whom it must be held responsible, or caused by any element under its custody or possession.
  - f) Failure to take out or maintain its insurance policies.
  - g) Failure to present the Advanced Payment Guarantee and/or the Performance Guarantee.
  - h) Serious or repeated failure to comply with the obligations imposed on the SUPPLIER by the Contract.
- 7.5.2 Retention of the payments due to the above mentioned causes shall not authorise the SUPPLIER to suspend the total or partial execution of the provisions it is in charge of.





- 7.5.3 ENEL shall have the right and may apply the withheld funds to the direct settlement of the claims and sanctions from third parties and taxable persons, judicial or administrative authorities, in relation to which the retention was carried out, without granting any right to claim to the SUPPLIER. Once the circumstance which led to the retention of funds is terminated, ENEL shall pay the SUPPLIER the remaining part, if any, without computing interests or readjustments of any kind.
- 7.5.4 ENEL, in addition to the foregoing, shall claim the fulfilment of the SUPPLIER'S obligations established in the Contract.

## **8. TAXES.**

- 8.1 According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.

## **9. EXECUTION.**

### **9.1 General conditions.**

- 9.1.1 According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.

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

- 9.1.1 ENEL may inspect the materials and equipment object of this Contract at any stage during the manufacturing process, as well as the execution of the contracted civil works or services, including the materials used by the SUPPLIER to provide for their execution. Said inspections may be carried out by ENEL's personnel or by persons or bodies appointed for this purpose, in the civil works, offices, factories, workshops or warehouses of the SUPPLIER or those of the SUPPLIER'S subcontractors. For these purposes, ENEL's inspector(s) shall be provided free access to the above mentioned facilities and must be granted this access when necessary.

- 9.1.2 Notwithstanding the previous clauses, the tests or trials shall be carried out in accordance with the Inspection Points Programme prepared by the SUPPLIER and approved by ENEL, in all cases in which the Contract specifies it.

### **9.2 Quality control.**

- 9.2.1 Quality control covers the set of actions, activities and techniques required to give sufficient confidence that the contracted materials, equipment, civil works or services object of this Contract satisfactorily meet the conditions required by ENEL and, if applicable, comply with the corresponding technical standards and best practices.

- 9.2.2 The SUPPLIER shall be solely responsible for quality control, independently of the controls and tests carried out or demanded by ENEL with its own resources or those of a third party. These trials shall not limit the full responsibility for the correct execution of the Contract which falls exclusively on the SUPPLIER.

- 9.2.3 Prior to initiate the manufacturing process, the construction of the civil works, or the provision of the contracted service, the SUPPLIER submit, on ENEL'S request, for its approval, a Quality Control Plan (as per ISO 10005, ISO 9001 or equivalent) which shall include the Inspection Points Programme, as well as the relationship between the applicable operations and procedures.



- 9.2.4 Once the above mentioned Quality Control Plan has been submitted, ENEL may present its objections within a period of fifteen (15) working days, solely for well-founded reasons, and the SUPPLIER must modify the plan with due diligence, making the necessary corrections in accordance with the objections raised by ENEL.
- 9.2.5 During the execution of the Contract, the SUPPLIER shall rigorously and strictly comply with the provisions of the Quality Assurance System and Quality Control Plan approved by ENEL, which reserves the right to carry out any audits necessary to ensure its fulfilment.
- 9.2.6 Once the Contract has been executed, the SUPPLIER shall issue a final Quality Control Report, which must be submitted to ENEL's approval. The content of this report must fulfil the provisions of the Contract and the approved Quality Control Plan.
- 9.2.7 The fulfilment of these quality control conditions shall not relieve the SUPPLIER of its liability for the inappropriate execution of the Contract in any case.

### 9.3 Delivery and acceptance conditions.

#### 9.3.1 General conditions.

- 9.4.1.1 If a particular completion date is not indicated in the Contract and only a term of execution or delivery is established, this period shall begin as of the date on which the Contract is signed.

#### 9.3.2 Goods

- 9.3.2.1 Along with each delivery, the SUPPLIER must provide all the final technical documents and the trial protocols established in the applicable technical specifications in the Contract and, if applicable, in the corresponding technical standards.
- 9.3.2.2 In addition to these documents, the SUPPLIER must certify, if applicable, that the design, raw materials, materials, brands, and types of components are identical to those leading to the approval, if so requested by ENEL.
- 9.3.2.3 The elements or parts rejected as a result of an inspection carried out by ENEL in the SUPPLIER'S workshops must be clearly identified and the supplier shall be responsible for ensuring that they are not shipped as part of the supply.
- 9.3.2.4 In order to deliver the elements, the SUPPLIER must send to ENEL, addressed to the contact person or in charge of receiving the elements designated in the Contract, in good time, the Delivery Note stating the following data:
- Contract reference number.
  - Number of packages sent, indicating the materials contained therein. If these were the last contracted supplies, this should be expressly noted.
  - Data on the means of transport used and/or the company in charge of transport, with the telephone number of the contact person.
  - Date and place of commissioning of the equipment or materials.



Similarly, the SUPPLIER undertakes to immediately notify ENEL of any circumstance that may alter the agreed delivery conditions.

- 9.3.2.5 With regard to materials or equipment subject to quality controls, and unless the contrary is agreed, the SUPPLIER shall not send these elements until it has received the mandatory Shipping Authorisation subsequent to the Inspection at Source issued by ENEL. If, however, the SUPPLIER proceeds with the shipping, all the costs incurred in the process shall be at the SUPPLIER'S expense.
- 9.3.2.6 Unless otherwise agreed in the Contract, the delivery of the materials and equipment shall be made at the DDP (Incoterms CCI 2010) at the delivery point provided in the Contract. The terms, with reference to the delivery, ownership, insurance, etc., shall be interpreted in accordance with the Incoterm, except where such terms are in conflict with the contents of the Contract.
- 9.3.2.7 ENEL reserves the right to postpone any delivery or dispatch of the materials or equipment, without such postponement constituting a failure to fulfil the delivery dates. The SUPPLIER shall pay any storage and insurance costs resulting from the postponement in the month following the agreed date of delivery. If the delay be extended any longer, the appropriate compensation for the subsequent storage and insurance costs shall be mutually agreed on.
- 9.3.2.8 Once ENEL has received the material or equipment, it shall issue a Provisional Acceptance Certificate, which must be signed by both Parties. This Certificate must mention the satisfactory results of the final tests, trials and inspections, or a record must be made of the circumstances in which any deficiencies discovered are substantiated or corrected. The Provisional Acceptance Certificate must be made out within a maximum period of eight (8) consecutive days as of the date on which either of the Parties requests it, once all the conditions or activities object of the Contract have been carried out.
- 9.3.2.9 Signing the Provisional Acceptance Certificate shall not imply ENEL'S waiver to its right to make claims against the SUPPLIER for any kind of obvious, hidden, or redhibitory defects which the Goods may experience.
- 9.3.2.10 When no final tests, trials or inspections are required, the SUPPLIER'S delivery of the materials and equipment shall be formalised with ENEL'S approval on accepting them.
- 9.3.2.11 In the execution of the Contract, the SUPPLIER must adopt all necessary precautions and actions to avoid any damage to people and materials, having the obligation to repair them in case they occur.
- 9.3.2.12 The SUPPLIER shall be responsible for ensuring that the elements or parts rejected as a result of an inspection carried out by ENEL in the SUPPLIER'S workshops are not shipped as part of the supply.

### **9.3.3 Civil works and/or services.**

- 9.3.3.1 The SUPPLIER shall notify ENEL the completion of the execution of the civil works and the provision of the contracted services, and request the Provisional Acceptance.
- 9.3.3.2 Within ten (10) days, the Parties shall make a joint review of the state of the contracted civil works or service, and sign the Provisional Acceptance Certificate provided that the civil works and services has been properly executed in accordance with the provisions of the contractual documentation, without defects or missing parts. When there are non-substantial missing parts or delays which do not risk



people's or property's safety, ENEL may grant the Provisional Acceptance subject to the SUPPLIER'S commitment to correcting said deficiencies or lesser missing parts in a period to be agreed.

- 9.3.3.3 If the SUPPLIER, despite being summoned, does not attend to the act of Provisional Acceptance, the Record prepared by ENEL shall have the same effect as if it were signed by the SUPPLIER.

#### **9.3.4 Final Acceptance of civil works and/or services.**

- 9.3.4.1 After the agreed Warranty Period passes without the verification of faults, or hidden and obvious defects, or with the correction thereof to the satisfaction of ENEL, the SUPPLIER shall notify ENEL of the expiry of this period and request the Final Acceptance. In view of this request, ENEL shall communicate the established date for the Final Acceptance to the SUPPLIER, without this period extending further than thirty (30) days as of the receipt of ENEL's notification.

- 9.3.4.2 The state of the contracted civil works or service shall be inspected by ENEL to check whether it fulfils the required conditions, carrying out the necessary tests.

- 9.3.4.3 If the SUPPLIER, despite being summoned, does not attend to the act of Final Acceptance, the Record prepared by ENEL shall have the same effect as if it were signed by the SUPPLIER.

#### **9.3.5 Management.**

- 9.4.5.1 The SUPPLIER shall be fully responsible for the management of the execution of the contracted civil works or services.

#### **9.3.6 Term of Execution.**

- 9.3.6.1 The Term of Execution within which the SUPPLIER must complete the civil works and services, and/or supply the Goods shall invariably expire in the date indicated in the Contract.

- 9.3.6.2 The Term of Execution is essential for ENEL, and must be strictly observed by the SUPPLIER. The execution and completion of the civil works and services, and/or the supply of the Goods, and the execution and provision of all necessary works for this purpose shall be adjusted to the Schedule

- 9.3.6.3 No extension of the Term of Execution shall apply or be granted, except that it is mutually agreed between the Parties in writing.

- 9.3.6.4 If the SUPPLIER decides, for well-founded reasons, to carry out works on holidays or at night, it shall request the corresponding approval from ENEL at least three (3) days in advance. In all cases, the SUPPLIER must observe the limitations and/or conditions in accordance with the applicable law. If said permission is granted, the SUPPLIER shall not be entitled to any additional payment for this. All works executed at night must be carried out in accordance with the applicable norms on this matter. The SUPPLIER shall be liable for their fulfilment. The SUPPLIER shall pay the additional costs, expenses, and fees incurred by ENEL in the payment of control and inspection personnel, as well as any other expenses incurred by ENEL due to the tasks carried out on holidays or at night related to the works in charge of the SUPPLIER.

- 9.3.6.5 The SUPPLIER must carry out the works in accordance with the Schedule, and undertakes to respect the final and partial deadlines indicated in said document.



9.3.6.6 ENEL shall provide the SUPPLIER with access to the Site within the period indicated in the Contract for the beginning of the works or services. Said Work Authorisation indicating date and circumstances deemed pertinent by ENEL shall imply the authorisation to gain access to the Site.

9.3.6.7 Prior to the beginning of the activities, supplies, and contracted works of the Contract, the SUPPLIER must submit to ENEL the personnel list and the pre-occupational exams, store materials, install its Workplace, transport Materials and/or Equipment in accordance with the Schedule, as well as the guarantees and the insurance policies established in the corresponding paragraphs of these General Terms and Conditions of Contract.

### **9.3.7 Permits and Authorisations.**

9.3.7.1 The SUPPLIER shall be exclusively responsible for managing and obtaining all permits, licenses, and authorisations (the "Authorisations") which, in accordance with the national and provincial law, the municipal resolution or any other resolution from any other public or private body, must be obtained for the execution of the civil works and the provision of services, and/or supply of the Goods required by the Contract, as well as paying all the expenses, contributions, rights, fees, and all other required obligations. Including without limitation, said Authorisations shall be required for (i) the supply of the Goods or the execution of the service or civil work (ii) deliver, transport, operate, and remove equipment, materials, spare parts, and other Goods for the execution of the civil works and services, and/or the supply of Goods, including operations in port areas, (iii) carry out tasks and services indicated in the Contract for which the SUPPLIER'S or its subcontractors' personnel are responsible, and (iv) comply with the legal requirements related to the delivery, transport, and operation of equipment for the execution of the civil works and services, and/or supply of the Goods and its removal, as well as the other rights and in relation to the tasks carried out by personnel engaged in the execution of the civil work.

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

#### **9.3.8.1 Goods.**

9.4.8.1.1 The SUPPLIER shall be liable for any hidden and obvious defects, or factory defects, during the term of the Contract, including the Warranty Period, and up until the period stated in the applicable legislation (whichever is longer out of these two), notwithstanding the corresponding legal or contractual responsibilities.

#### **9.3.8.2 Civil works and/or services.**

9.4.8.2.1 The SUPPLIER shall be liable for any obvious and hidden defects, or faults, during the term of the Contract including the Warranty Period, and up until the period stated in the applicable legislation, in addition to the legal or contractual responsibilities that may apply.

### **9.3.9 Certifications.**

#### **9.3.9.1 Site Report.**

9.3.9.1.1 On a daily basis, and following the conditions established by Inspection, the SUPPLIER, in cooperation with it and under its supervision, shall carry out the assessment of the supplies and the provision of services carried out to meet the Contract's requirements.



- 9.3.9.1.2 Within the following two (2) days, the SUPPLIER shall prepare the Site Report on the base of said assessment in accordance with the indications required by the Inspection, and submit it for its verification and approval.
- 9.3.9.1.3 The Site Reports which are not submitted in due time shall receive a delay period for its consideration equal to the days computed as delay in delivery.
- 9.3.9.1.4 In the event of discrepancies, the Site Report shall be processed anyway adjusting it exclusively with the results obtained in the Revision.
- 9.3.9.1.5 The monthly summary of the Site Reports approved during this calendar month and valued according to the prices of the bid is called "Site and Services Certificate".

### **9.3.9.2 Progress Certification.**

9.4.9.2.1 If the Contract states that the site or services certification shall be carried out on the base of progress the following procedure shall apply:

- a) ENEL, through the Chief Inspector, shall measure and determine, monthly or during the agreed period, the amount of works or services carried out up to the last day of the month or respective period. The operation shall be carried out within the first five (5) days after the applicable month or period, with the SUPPLIER'S mandatory attendance. The SUPPLIER shall provide, at its sole cost and expense, the personnel and the necessary elements to carry out the relevant measures. The measures shall be included in a measurement record which shall be approved by ENEL.
- b) Within five (5) days following both Parties' signature of the measurement record, provided for in previous paragraph a), the SUPPLIER shall submit to ENEL a Certificate in which the works or services carried out and verified through said record shall be specified, indicating the degree of progress and the percentage of the Contract value it represents, applying the form provided by ENEL, and in accordance with the following criteria:
- In the case of civil works or services contracted under a unit price method, the values to be certified shall be calculated by multiplying the quantities of the Goods and/or works and/or services actually provided by the corresponding unit prices. The material stored by the SUPPLIER in its Workplace shall not be considered as civil work or service progress and shall not be subject to certification, unless otherwise specified in the Contract.
  - In the case of civil works or services contracted under the method according to the progress of the works, they shall be certified for the agreed overall value.
- c) ENEL shall have a period of ten (10) days for the approval of said Certificate. Once the corresponding Certificate is approved, the SUPPLIER may issue the corresponding invoice. The absence of pronouncement shall imply the acceptance of the submitted Certificate.

### **9.3.9.3 Milestone compliance certification.**

9.4.9.3.1 The Milestone Compliance Certificates must be submitted by the SUPPLIER within five (5) days following the month in which the milestone is completed, at ENEL'S address indicated in the Contract in order to be approved and constituted in writing, which must be carried out by ENEL without this period extending further than ten (10) consecutive days as of its submission. The partial execution of milestones shall



not be certified. Once the corresponding Certificate is approved, the SUPPLIER may issue the corresponding invoice. The absence of pronouncement shall imply the rejection of the submitted Milestone Compliance Certificate.

#### **9.3.9.4 Goods Certification.**

9.4.9.4.1 In relation to Goods, their reception shall be carried out by signing a Delivery Note. However, the signature of the Delivery Note as a proof of receipt shall under no circumstances imply the acceptance of Goods by ENEL. Such acceptance shall be only given once ENEL has inspected, trialled, and tested the Goods, determining that they satisfactorily meet the Contract's conditions and has issued the Provisional Acceptance Certificate. The written approval of the Goods shall be considered as a Certificate for the purposes of this document. This shall not relieve the SUPPLIER of its responsibility as a vendor or exempt it of its obligations during the Warranty Period, even if the Goods present obvious or hidden defects of any kind at its receipt and no express reserves have been made in the Delivery Note. In any case, the SUPPLIER shall be liable for redhibitory defects and encumbrance in accordance with the law and the provisions of the Contractual Documentation. In all cases, the Goods must be free and clear of any lien or encumbrances.

#### **9.3.9.5 Common provisions on certification.**

- 9.3.9.5.1 If ENEL makes an observation to the Certificate submitted by the SUPPLIER, the SUPPLIER must modify it accordingly to meet ENEL'S requirements and subject it to the approval procedure once again.
- 9.3.9.5.2 If there is any dispute in relation to a certain item, work, or milestone, they shall not be subject to certification until said dispute is solved.
- 9.3.9.5.3 The approval of any Certificate shall not imply the approval by ENEL of the works, services, supplies, or any other service provision executed by the SUPPLIER, or the express or tacit acceptance thereof or ENEL'S waiver of its right to claim at any stage corrections, repairs, or reconstruction of any work or Goods which do not meet the Contract's provision, as well as the right to request the SUPPLIER the fulfilment of its obligations during the Warranty Period.
- 9.3.9.5.4 Since the SUPPLIER assumes a result obligation which shall be understood as completed with the Final Acceptance, all payments made shall be considered payments in advance and shall be discounted from the Contract price.

#### **9.3.9.6 Procedure for obtaining the certification**

- 9.3.9.6.1 Services and civil works ordered by ENEL shall be paid by monthly certification or progress of works, in accordance with the following procedure to receive the payment:
- a) Once the works and/or services are completed and approved, they shall be endorsed by the preparation of the Site and Services Certificate issued by ENEL. In said certificates, fines produced due to breach which occurred during the period considered shall be included. For this purpose, the SUPPLIER shall indicate in the Delivery Note the service provisions executed and approved by the User Management of the civil works and/or services, which shall accept or reject it within a period of three (3) working days as of its submission.
  - b) The Services Certificate duly constituted by the Contract User Management, allocated and valued, shall be submitted by the SUPPLIER, along with its invoice, at the Registry Office, located in San José 140, Ground Floor,



Autonomous City of Buenos Aires, from Mondays to Fridays, from 09:00 to 17:00 o'clock.

- c) In order to obtain the Site and Services Certificate issued by ENEL, the SUPPLIER must present among other things, employment documentation, and should have submitted the guarantee and insurance policies required by the Contract, which must be in force and are described in the paragraph "Insurance".

9.3.9.6.2 The failure to submit the documentation referred to in the preceding points shall condition and prevent the corresponding Certification since the fulfilment of labour obligations is one of the provision contained in the Contract.

9.3.9.6.3 The above mentioned provision is not limiting, having ENEL the right, in its sole discretion, to require any other additional documentation it considers necessary.

## **10 ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING.**

10.1 The SUPPLIER must submit in its bid the activities for outsourcing and the subcontractor/s nominated, along with all the technical and economic documentation the Tenderer is required in the documentation used to implement the Request for Offers, which shall be part of the technical competence for the approval of the subcontractor.

10.2 In no event shall be any contractual relationship between the subcontractors or assignees and ENEL. The SUPPLIER shall be liable at all times for all the activities of said subcontractors or assignees and for the fulfilment of the legal and fiscal contractual obligations arising from the fulfilment of their works; including any damage or loss caused to ENEL by any of their subcontractors or assignees, their agents, advisers, and workers. ENEL shall not be liable in respect of any subcontractor or assignee, or any of their personnel, for any claims arising directly or indirectly from the Contract. To this end, the SUPPLIER undertakes and guarantees to ENEL that it will implement all possible measures to avoid the presentation and/or processing of said claims. Consequently, the SUPPLIER shall be liable towards ENEL and shall hold ENEL free and harmless from any in-court or out-of-court litigation or proceeding against ENEL by any subcontractor or assignee, or any of their employees. The above mentioned indemnity shall be sufficient to cover both the sum that ENEL may be forced to pay, and the expenses or costs of any nature that ENEL is forced to incur as a result of said claim. The SUPPLIER'S failure to fulfil the requirements established in this paragraph shall be considered a serious breach of Contract and shall give ENEL the right to terminate the Contract due to breach by the SUPPLIER, notwithstanding any other legal action that ENEL may institute.

10.3 In the event of assignment of the Contract or subcontracting, the SUPPLIER undertakes AND guarantees to procure the assignee's or subcontractor's prior acceptance of ENEL's obligations in respect of the fulfilment of the contractual, legal, employment, confidentiality, security and safety conditions. Documentation accrediting the acceptance of these conditions must be provided to ENEL.

10.4 ENEL may at any time inspect and monitor the works or manufacturing process of the assignee or subcontractor, and verify the fulfilment of their obligations. The subcontractor or assignee must provide ENEL with all the assistance it may require for these purposes (documentation, reports, free access to its factories, workshops or installations, etc.).





10.5 ENEL reserves the right to reject those subcontractors or assignees that it deems inappropriate during the course of the work.

10.6 The total or partial breach by the SUPPLIER and/or subcontractor of any of the obligations assumed herein or any other provisions, responsibilities, legal or contractual obligations, guarantees, work schedules and agreed deadlines, established in the General Terms and Conditions of Contract, or in the Contract, shall give ENEL the right to rescind the Contract by operation of law without need to notice and without any right to applicable compensation in favour of the SUPPLIER and/or subcontractor.

ENEL shall have the right to claim on the SUPPLIER for damages and losses, and any other cause, which may be derived from that breach.

Notwithstanding ENEL'S rights or powers, including its right to complete the civil works by itself or by contracting any other third party supplier and to apply the corresponding fines, the rescission shall be borne by the SUPPLIER.

Once the Contract rescission decision is notified, ENEL shall calculate the corresponding amount to be paid to the SUPPLIER for the total of the service and supply carried out up to that date, as well as the applicable compensation that the SUPPLIER must pay to ENEL for the damages caused by its breach.

Once both amounts are established, ENEL may compensate the amount the SUPPLIER must pay as compensation for damages and losses, with all the credit the SUPPLIER is entitled to receive up to the value of the latter.

## **11 TRANSFER OF RIGHTS AND CREDITS.**

11.1 ENEL may assign all its rights and emerging obligations resulting from the Contract to any of its affiliates, with the only requirement of providing the SUPPLIER with notice of the transfer.

The SUPPLIER, if allowed by the applicable legislation, prior ENEL'S express approval, may assign its rights and emerging obligations resulting from the Contract.

## **12 SUPPLIER OBLIGATIONS.**

12.1 According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.

## **13 SUPPLIER RESPONSIBILITIES.**

13.1 According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.

## **14 SUPPLIER GUARANTEES.**

14.1 Notwithstanding other obligations established in these General Terms and Conditions of Contract and in the Contract, the SUPPLIER guarantees:

- a) That the supplied Goods shall be free of design, manufacturing, operating, and performance defects.
- b) That the supplied Goods shall be apt for its use and shall perfectly operate during their whole service life, regularly and with the performance, capacity and other specified characteristics.



- c) That the assets included in the contract, are free of charges and levies and, in particular, that they are not under a seizure order or under its procedure, or subject to a chattel mortgage, or a non-possessory pledge, or under any other charges or levies related to industrial or intellectual property or any other nature.
  - d) Unless otherwise specified in the Contract, the SUPPLIER shall also guarantee the transfer of the intellectual property necessary for the correct use of the supplied Goods.
  - e) That the civil works or services shall be executed correctly in accordance with the drawings and the required specifications, the applicable legislation and the use and rules of best practices.
  - f) That the civil works or services carried out shall be in perfect state and that the mounted installations are in perfect and regular operation.
  - g) That the SUPPLIER has lawful right to the licenses and permissions required in the case of software, in its own right or as a part of a civil work, object of contract, and may transfer that right to ENEL.
- 14.2 The Warranty Period for the Goods and the contracted civil works or services shall last for the period specified in the Contract or, otherwise, for the period of one (1) year as of the date of the Provisional Acceptance.
- 14.3 If upon expiry of the Warranty Period, at least six (6) months have not elapsed since the commissioning of ENEL's main installation for which the element is intended or that forms part of the object of the Contract, the Warranty Period shall be automatically renewed until such a period (6 months) has elapsed, unless the Goods supplied by the SUPPLIER have required repairs or replacements, in which case, they shall be guaranteed for the same time as the Warranty Period. In no case shall this entail higher costs for ENEL.

## **15 PENALTIES.**

15.1 The SUPPLIER shall be liable for the payment of the fines for the failure to fulfil their obligations established in this paragraph. The fines established herein are cumulative for each breach, and unless otherwise agreed in the following sub-paragraphs, may not exceed ten percent (10%) of the Contract value, except in the case of default. In case that said limit is reached, ENEL shall have the right to rescind the Contract in accordance with the applicable legislation.

### **15.2 Fine for default.**

15.2.1 Fines for default may not exceed fifteen percent (15%) of the Contract value. In case that said limit is reached, ENEL shall have the right to rescind the Contract.

### **15.3 Fine for failure to meet the deadline of documentation delivery.**

15.3.1 If the SUPPLIER fails to meet the deadlines established in the Contract for the delivery of the documentation, a fine equal to a value of three thousandths of the Contract value per day of delay shall be accrued in relation to each document that was not delivered in time.



**15.4 Fine for failure to meet the deadlines during the Warranty Period.**

15.4.1 If the SUPPLIER fails to meet the deadlines fixed for the fulfilment of its obligations during the Warranty Period, a fine equal to a value of nought point five percent (0.5%) of the Contract value per day of delay shall be accrued; consequently, the percentage established in the above mentioned Clause.

**15.5 Fines for failure to meet the Safety Standards.**

15.5.1 ENEL shall carry out regular and random inspections on the works executed by the SUPPLIER, in case of discovering safety deviations during said inspections, fines and sanctions may be applied in accordance with the following:

15.5.2 **Minor breaches:** Minor breaches shall be those items of the IPAL form with a consequence level of C= 5 or 10 and shall correspond to a fine of 50 litres of Diesel Grade 2.

15.5.3 **Serious breaches:** In addition to the items defined in point 15.5 of these General Terms and Conditions of Contract, **Serious Breach** shall be those items of the IPAL form with a consequence level of 10<C<50 and shall correspond to a fine of 250 litres of Diesel Grade 2.

15.5.4 **Highly Serious Breaches:** In addition to the items defined in point 15.5 of these General Terms and Conditions of Contract, **Highly Serious Breach** shall be those items of the IPAL form with a consequence level of C=50 and shall correspond to a fine of 500 litres of Diesel Grade 2.

15.6 In the cases in which any breach results in a serious or fatal accident, the following sanctions shall be applied:

Consecutive Serious or Fatal Accidents during one calendar year	Event liability	
	Worker liability	Supplier - Company Liability
	Failure to follow the safe method or use the Personal Protection elements by the worker	Lack of proof of delivery of Personal Protection Elements, of Training, or Improper Procedure or with underestimated risks
1st.	ENEL shall request the replacement of the person responsible for the breach and/or supervisor, removing him/her from the reference Contract, and shall apply a fine for a value equal to 5,000 litres of Diesel Grade 2 (*)	ENEL shall apply to the SUPPLIER a fine for a value equal to 10,000 litres of Diesel Grade 2 (*), and in addition, it may request the replacement of the Foreman and/or the Health and Safety Supervisor
2nd.	ENEL shall request the replacement of the person responsible for the breach and/or supervisor, removing him/her from the reference Contract, and shall apply a fine for a value equal to 25,000 litres of Diesel Grade 2.	ENEL shall have the right to rescind the Contract, without any applicable compensation, and shall also have the right to claim for all damages and losses which may be caused by said breach.



<b>3rd.</b>	ENEL shall have the right to terminate the Contract, without any applicable compensation, and shall also have the right to claim for all damages and losses which may be caused by said breach.
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- 15.7 Fines shall be notified to the companies by means of the Service Order diary, and they shall have a period of fifteen (15) days to respond and/or make clarifications to the corresponding Health and Safety Units, in case that no revision, correction, and/or comments are made on them, they shall be considered accepted for their application.
- 15.8 In case of a delay in the fulfilment of a correction due to a Health and Safety deviation, a fine for a value equal to twenty-five percent (25%) of the amount of the fine corresponding to the breach detected shall be apply in each case in accordance with point 15.5.
- 15.9 In case of a delay in the response to a requirement or request from ENEL'S Health and Safety Unit, the daily fine shall be for a value equal to twenty-five percent (25%) of the amount of the fine corresponding to the breach detected for Serious Breaches in accordance with point 15.5.

**15.10 Fines for a sanction from the Supervisory Authority.**

- 15.10.1 If ENEL were imposed a sanction by the National Electricity Regulatory Board, the Government of the Autonomous City of Buenos Aires, or by any Municipality, or by any other body or entity with supervisory authority, ENEL shall transfer said value to the SUPPLIER in addition to the expenses it was forced to incur to process said fine, if it were applied due to the SUPPLIER'S, their dependants', or their subcontractors' responsibility or due to or on the occasion of the fulfilment of the Contract.

**16 CONTRACT SUSPENSION AND RESCISSION.**

- 16.1 ENEL may totally or partially rescind the Contract if the existence of the following causes is demonstrated:
- (i) The SUPPLIER requests the declaration of its own bankruptcy and/or bankruptcy is ordered at the request of a third party; and/or
  - (ii) The SUPPLIER requests the opening of the arrangement with creditor to avoid bankruptcy and/or signs a preventive extra-judicial agreement; and/or
  - (iii) The SUPPLIER assigns to its creditors all or a substantial part of its assets; and/or
  - (iv) A seizure order or a precautionary measure is decreed on the SUPPLIER'S assets, which prevent it from the fulfilment of its obligations in the terms and within the scope established in this Contract; and/or



- (v) The assignment of the SUPPLIER'S rights or obligations under this Contract without ENEL'S prior express approval; and/or
  - (vi) If fines for a value equal to or exceeding the amount established as the threshold amount for fines provided in paragraph 10 were applied or must be applied to the SUPPLIERS.
  - (vii) The failure to fulfil any of the SUPPLIER'S obligations under this Contract.
- 16.2 In the cases established in the subsections from (i) to (iv) included of paragraph 11.1, the rescission shall be automatic by operation of law if any of said circumstances are verified, without any need for prior notification.
- 16.3 In the cases established in the subsections (v), (vi) and (vii) of paragraph 16.1, the rescission may be resolved by ENEL prior written demand to the SUPPLIER made by ENEL providing the SUPPLIER a period of five (5) working days for correcting the breach imputed, unless a shorter period is established in another provision of this Contract for a certain breach. The failure to correct the contractual breach within said period shall give ENEL the right to rescind the Contract, due to the SUPPLIER'S exclusive fault, by means of a notification made by ENEL.
- 16.4 In case that the rescission takes place due to the SUPPLIER'S fault, it shall have at least the following consequences -notwithstanding other consequences expressly established in this Contract:
- (i) ENEL shall suspend payments owed to the SUPPLIER;
  - (ii) The SUPPLIER shall leave the Site and ENEL shall immediately take the part of civil works executed up to that moment, as it finds them;
  - (iii) The SUPPLIER must submit to ENEL a detailed list of all Equipment and Materials in relation to which orders have been made, as well as copies of the purchase orders corresponding to supplied and non-supplied equipment and materials.;
  - (iv) At its own expense, the SUPPLIER must remove and deliver to ENEL all supplied and non-supplied equipment and materials indicated in the preceding subsection (iii) which are intended for their integration into the civil works and services;
  - (v) The SUPPLIER shall submit to ENEL all technical documentation in its possession related to the civil works and services;
  - (vi) The SUPPLIER shall pay to ENEL all amounts due as accrued fines, notwithstanding ENEL'S right to apply retention on unpaid invoices related to executed and verified works;
  - (vii) ENEL must issue the Provisional Acceptance Certificate for the part of Goods, civil works, and services which have been completed in accordance with the Contract within fifteen (15) days as of the date in which the contractual rescission has taken place. The SUPPLIER shall guarantee said part of the Goods, civil works, and services along the whole Warranty Period;



- (viii) ENEL may contract one or more third parties to complete the Goods, civil works, and services;
  - (ix) The SUPPLIER shall pay to ENEL all damages and losses caused by the contractual rescission, including without limitation, the higher cost ENEL is forced to incur to complete the civil works and services by means of third parties which may not be compensated with values held by ENEL;
  - (x) ENEL may execute all guarantees in its possession.
- 16.5 At ENEL'S request, the SUPPLIER must assign to ENEL or to whom it designates, the contracts and/or purchase orders that ENEL indicates as related to the Goods, civil works, and services, including the contracts with its subcontractors and those related to the purchase of equipment and materials.

## **17 FORCE MAJEURE.**

- 17.1 If a case of unforeseeable circumstance or force majeure is verified, the Parties shall take all reasonable measures as may be available to resume the execution of all the paralysed or slowed down obligations of the Contract on the best possible conditions and with the least possible delay, once the cause for the force majeure is brought to an end. In case the SUPPLIER has invoked force majeure as a justification for the breach of all or part of its contractual obligations and eventually the classification results to be inappropriate, ENEL may impose a fine on the SUPPLIER for a value equal to nought point five percent (0.5%) of the Contract value, notwithstanding the applicable compensation for damages and losses which may correspond.
- 17.2 The SUPPLIER shall not be liable to fines in the cases in which the inability to complete the works or provide the services in the established period is grounded on causes which configure a case of unforeseeable circumstance or force majeure, within the scope established in the legislation of The Argentine Republic, without considering within such a scope the obstacles which may make its fulfilment more difficult and onerous.

If any of said causes take place, the SUPPLIER must notify in writing to ENEL within the following forty-eight (48) hours, indicating the causes and specifying their consequences on the work schedule. Once said period has elapsed without notice to ENEL, the SUPPLIER shall be liable to the established fines and its right to invoke unforeseeable circumstance or force majeure shall lapse.

Within ten (10) days of the above mentioned notification, ENEL shall inform the SUPPLIER about the acceptance or not of the arguments put forward.

## **18 OBLIGATIONS IN TERMS OF EMPLOYMENT LAW, AND OCCUPATIONAL HEALTH AND SAFETY.**

### **18.1 Employment documentation.**

- 18.1.1 The SUPPLIER shall be the sole employer of the workers it hires for the provision object of this Contract and undertakes to comply with all obligations and responsibilities in accordance with the applicable law. Consequently, ENEL shall not be liable for the accidents which the SUPPLIER and/or its personnel may suffer during or on the occasion of the execution of the works.



From the beginning of the execution of the Contract, the SUPPLIER must contact ENEL'S Labour Affairs Department which shall determine where the SUPPLIER must submit the employment documentation indicated below for the control and approval of the fulfilment of the labour obligations provided for the Article 30 of the Labour Contract Law, and other applicable labour regulation.

On a monthly basis, in accordance with the schedule established by ENEL and the characteristics of its branch of industry or business purpose, the SUPPLIER and/or subcontractors must submit the following documentation:

- a) List of workers involved in the works classified by Contract, zone, area, Branch, plant, substation and/or Operational Centre, specifying the data described below:
  - Full Name and Surname.
  - C.U.I.L. number
  - Date of admission and departure, in case of termination of employment.
  - Labour category.
  - Professional qualification.(Degree and Curriculum Vitae)
  - Labour Union representing him/her.
  - Applicable Collective Bargaining Agreement.
- b) Receipt of payment for salaries of workers involved in the execution of the Contract.
- c) Receipts of deposit into the Single Social Security System (SSSS) carried out before the FAPR - Federal Administration of Public Revenue - (Applicable form 931), signed by the SUPPLIER'S or subcontractor's responsible person/s.

During the term of the Contract signed with ENEL, the SUPPLIER shall be banned from filing for payment plans or other easy payment terms for deductions and contributions to the Social Security granted by entities competent on this matter, as well as signing payment agreements with other bodies on the occasion of the breach of its labour obligations related to the personnel involved in the execution of the Contract. This is because the period for the fulfilment of the obligations emerging from such payment methods extends beyond the term of the Contract, making it materially impossible for ENEL to verify the effective cancellation of the undertaken obligations.

- a) Receipt of the deposit for the labour union due (Law No. 23551) where applicable.
- b) Receipt of the deposit into the Unemployment Fund – Where applicable (Law No. 22250).
- c) Receipt of the deposit for the labour union due to the Federation of Business and Service Employees, where applicable.
- d) Receipt of the deposit of the Labour Risk Insurance Company aliquot (Law No. 24557).
- e) For this once, the SUPPLIER must submit a copy of the contract signed with the Labour Risk Insurance Company, which must be approved by ENEL'S Insurance Area (Labour Risk Insurance paragraph, Law N° 24557).
- f) Copy of the registration into the National Construction Industry Registry or the one related to its business (Law No. 22250).



- g) Receipt of the monthly deposit into the National Construction Industry Registry or the one related to its business.
- h) Receipt of the deposit of the Labour Risk Insurance Company and/or Personal Accident premium.
- i) Receipt of the deposit of the annual fee for the National Postal Service Providers Registry (if the carried out business is related to the postal market).
- j) Document certifying that it has a bank current account enabled for each worker, issued by the bank.
- k) The appointment of a Health and Safety supervisor, Law No. 19587, Article 3.
- l) Affidavit certifying that the deductions and contributions resulting from the labour relationship in relation to the personnel involved in the execution of the Contract, corresponding to the period object of this control have been carried out, signed by Certified Public Accountant and legalised. Formalities shall be completed with the Accountant's signature on the affidavit. The corresponding legalization must be only carried out if there is a change of professional.

18.1.2 Particularly, the SUPPLIER undertakes to inform ENEL'S Department of Labour Relations about the departure of employees who have been appointed to tasks object of this Contract, submitting the following documentation:

- a) Document certifying the payment of the final settlement.
- b) Document certifying the issue of the work, deduction, and salary certificate, it must demonstrate that deductions were effectively carried out.
- c) In the case of direct dismissal without justified cause, a document certifying also the payment of the items for applicable compensation.
- d) In the case of direct dismissal with justified cause, the background information on the dismissal.

Once the documentation is received, ENEL has the right to raise objections to the payments carried out by the SUPPLIER, due to incorrect categorization into the Applicable Collective Bargaining Agreement, incorrect labour category, incorrect settlement calculation method, or even incorrect cause of dismissal, among others. ENEL may demand the SUPPLIER to pay said amounts in accordance with the applicable legislation under warning that it must be carried out at its own expense; consequently, it may hold the amount paid by ENEL for the SUPPLIER'S service certification.

ENEL has the power to apply fines and/or sanctions which are established in the Particular Conditions of Contract in case of breach by the SUPPLIER in relation to procedures of Personnel Admission and Departure, and in relation to the strict labour administrative control, which include blocking of certifications and/or the application of financial penalties.

### 18.1.3 Field revisions.

18.1.3.1 ENEL may carry out field revisions and surveys to the SUPPLIER'S personnel and/or its subcontractors to verify the fulfilment of the labour obligations. The SUPPLIER must cooperate to carry out said revisions; otherwise, it shall be considered a serious contract breach.



**18.1.4 Operational Audits.**

- 18.1.4.1 In case that ENEL detects abnormal fulfilment of the labour obligations, it shall be authorised to carry out operational audits at any office of the SUPPLIER and/or its subcontractors, who must take the corresponding measures to facilitate the task of the personnel appointed by ENEL.

**18.1.5 SUPPLIER Labour Indemnities.**

- 18.1.5.1 The SUPPLIER must entirely meet its obligations with its own equity and shall hold ENEL free and harmless from any in-court and/or out-of-court litigation in terms of labour or civil law, regardless of its cause or origin, related to occupational accidents, dismissal, lack of payment or salary differences, illnesses, etc., of its own personnel or that of its subcontractors.
- 18.1.5.2 In case that the SUPPLIER does not submit to ENEL documentation certifying that it completely cancelled the claimed amount within the forty-eight (48) hours of being duly notified, ENEL shall have the right to hold from any payment owed to the SUPPLIER an amount equal to the claimed value in addition to the amount that ENEL budgets to process costs, interests, and other concepts associated with the claim. Said retention shall under no circumstances generate the obligations to pay eventual interests by ENEL. ENEL may apply the held funds to the payment of the claimed amount, notwithstanding the indemnity obligation undertaken by the SUPPLIER.
- 18.1.5.3 The SUPPLIER undertakes to hold ENEL free and harmless from any claim, as well as to carry out all the corresponding arrangements for the purpose of holding it harmless from any kind of responsibility.
- 18.1.5.4 If a final decree in a judicial process is passed, declaring ENEL, the SUPPLIER or both guilty, the latter must immediately pay the amounts which are fixed for all concepts. Otherwise, the SUPPLIER may pay said amount to ENEL from the held money or any other credit it has.
- 18.1.5.5 Similarly, the SUPPLIER must monitor the strict fulfilment of the regulatory provisions on Health and Safety at Work, providing its personnel with the appropriate training and all the safety elements required by the civil works.
- 18.1.5.6 The failure to fulfil the previously mentioned provisions shall condition the return of the guarantees that ENEL has under its possession, automatically obtaining ENEL the right to report the incident before the Enforcement Authority and the competent social security entities.
- 18.1.5.7 The SUPPLIER undertakes to comply with all the provisions, decrees, and labour laws in force or which are passed by the competent Authority during the works. It must keep up with the payments of wages, salaries, retirement deductions, contributions, insurance, etc. Corresponding to the personnel it or its subcontractors hire and may not deduct them any value which is not related to the fulfilment of said provisions, decrees, and laws, or a resolution taken by the competent Authority.
- 18.1.5.8 The SUPPLIER shall not be entitled to any applicable compensation by ENEL for losses or damages suffered by its equipment, facilities, and other elements, whether they are produced by force majeure, third parties' or the SUPPLIER'S events. In case that ENEL'S goods are damaged due to acts or omissions of the SUPPLIER, ENEL may hold the SUPPLIER accountable, discounting from any of the payments owed to it, the value of the damages produced.



- 18.1.5.9 ENEL'S request to replace any worker hired by the SUPPLIER or its subcontractors on justified grounds shall not be a justified reason for the breach of provisions object of this Contract.
- 18.1.5.10 The SUPPLIER must have the necessary infrastructure for the correct and timely provision and supervision of services. For that reason, it shall monthly send ENEL detailed information on the supervision tasks carried out at each control centre, classified by shifts.
- The SUPPLIER must assist the Inspection to allow it coordinate ENEL'S works.
- 18.1.5.11 The SUPPLIER must have appropriate communications equipment for quickly locating the professional in charge of the works 24 hours a day.
- 18.1.5.12 The SUPPLIER must carry out the supervision of the services in clearly identifiable vehicles, such as those of the security company.
- 18.1.5.13 The SUPPLIER shall be solely responsible for any inconvenience with municipal entities or the police due to lack of identification.
- 18.1.5.14 The SUPPLIER shall be classified quarterly by ENEL according to its degree of fulfilment on the following: response time, service quality, safety standards, personnel equipment. Eventual occupational accidents and the number of applied fines and sanctions shall be also taken into account. This classification shall be taken into account in expansions and/or the development of new bidding, as well as in early rescission of Contract.
- 18.1.5.15 This classification shall be submitted to the SUPPLIER, who may respond to it as it considers appropriate.

#### **18.1.6 Training of the SUPPLIER'S personnel**

- The SUPPLIER must train its personnel, being the hiring of instructors whose skills and expertise have been approved by ENEL under its responsibility. The SUPPLIER shall demand the incorporation of all ENEL'S applicable norms and procedures into the training and the keeping of a record thereof to respond to the service requirements. Similarly, having the objective of a continuous improvement in mind, it must adjust the training to eventual changes in personnel, procedures, etc.
- Pursuant to the provisions of the Resolution No. 421/2011 of the National Electricity Regulatory Board (NERB), the SUPPLIER must register all its personnel and/or those of its subcontractors in the field or works object of this Contract in well recognized institutions or entities approved by ENEL. Said registrations must be sent (copy) to ENEL'S HR Training and Development Department.
- On a monthly basis, the SUPPLIER must submit to ENEL'S HR Training and Development Department a detailed management report as required in the preceding sections.
- Approval of the workers' profiles: There follow the requirements to be met by the SUPPLIER applying to all workers who carry out activities for ENEL:
  - Obligation to deliver the following courses: Electric Hazard and Work at Heights (for all workers who are associated with this kind of risk due to the characteristics of their work), First Aid and CPR (for all workers). The personnel must be trained on the "Secure Development" norms defined as a



standard (Secure Software Development Lifecycle) if specific systems are developed.

- The courses must last more than two (2) hours, making the corresponding practical activity for the courses on Work at Heights and First Aid and CPR.
- On a monthly basis, the following documentation must be delivered:
- Manuals for all courses indicated in the grid of competences, particularly, for the three compulsory courses referred to in the previous point.
- Annual Training Programme: Courses, contents, and length thereof, defined by the persons responsible for Health and Safety services.
- Content Programme and Manuals for the Induction courses.
- Grid of competences for all workers, indicating the courses taken by each one of them during the last 4 years; indicating in each case the last date in which he/she received the training.

Indicating in columns:

- a) Personnel list (name and National Identification Number)
- b) Specification of posts and positions of each one.
- c) Approvals and Registrations, specifying the date in which they were carried out.
- d) Delivered courses; indicating in each case the last date in which he/she received the training.
  - Place of delivery: HR Training and Development Department. On a weekly basis, they must send the training courses provided to their personnel during that week to ENEL'S HR Training and Development Department, specifying the name of the course or activity, length in days and hours, and the number of participants

**18.1.7** Delivery method: via email every Thursdays before 12 o'clock. The email address will be informed once it is awarded. **Salaries.**

The SUPPLIER shall be solely responsible for the payment of salaries to all its personnel and those of its subcontractors who work in the contracted activities as well as the payment of social security contributions.

## 18.2 Health and Safety at work.

### 18.2.1 Health and Safety Norms for Suppliers.

#### 18.2.1.1 General Norms.

The SUPPLIER must comply with all legal provisions on Health and Safety at Work, being the sole responsible before the authorities and third parties for the fulfilment of the applicable laws and decrees, being bound to take the necessary precautions to prevent and avoid all accidents, damages, or inconveniences to its



employees and to ENEL'S or third parties' personnel or properties and, consequently, assuming all responsibilities that are inherent or may emerge from the lack of skill or the negligence of its own personnel.

ENEL through its representatives in the site shall centralise all the information on Health and Safety, having decision making functions as regards the execution and application of Safety Standards.

The SUPPLIER must implement all safety measures indicated by ENEL, which may affect the works carried out by its company. In addition, it must promote and maintain appropriate environmental conditions in the work place and the highest safety level.

The SUPPLIER must have the personnel, facilities, and resources in accordance with:

- a) Law on Health and Safety No. 19587, its Regulatory Decree No. 351/79 and Amendments.
- b) Decree No. 911/96 Construction Industry Regulation.
- c) ENEL'S Internal norms.
- d) Law No. 24557 on Labour Risks, its Decrees and Resolutions.
- e) All requirement established by ENEL'S Site Inspection.

#### **18.2.1.2 Occupational Health.**

The SUPPLIER must comply with all the obligations in accordance with the applicable legislation or others which are passed during the term of the Contract.

The Law on Health and Safety No. 19587, Article 5 subsection h) imposes on the employer the obligation to study measures to protect the workers' health at the work environment, especially when they carry out functions which are hazardous, arduous, determinants of ageing or early exhaustion, and/or unhealthy.

Labour Contract Law No. 20744 Article 75 defines the employer's Safety Duty as the obligation to guard the workers' psycho-physical integrity.

The evaluation criteria of the Occupational Health and Safety Aspects and the necessary documentation required to the tenderers participating in the classification and/or bidding processes shall be established in the document "HHPG2000 Occupational Health and Safety evaluation of service tenderers".

- The SUPPLIER must comply with the following obligations:



- MEDICAL EXAMINATIONS.
  - a) Pre-occupational exams Article 2 Resolution of the Superintendence of Labour Risk No. 37/2010: its aim is to determine the applicants' aptitude according to their psycho-physical conditions to perform the activity they shall be required to carry out, and record disabilities, if any, to exclude the employer from liability in respect of those generated before the beginning of the employment relationship.
  - b) Regular exams Article 3 Resolution of the Superintendence of Labour Risk No. 37/2010: its aim is to early detect diseases produced by risk factors determined by Decree 658/96 to which workers are exposed on the occasion of their task.

The SUPPLIER must duly inform, on an annual basis, to the Labour Risk Insurance Company about the risks in its activity, the personnel involved, and the exposure times.

- c) In ENEL'S activity, there are risk factors which are not covered by the Resolution of the Superintendence of Labour Risk No. 37/2010 that must be studied in light of the obligation contained in the provision of Article 5 of the Law No. 19587, ratified as a specific obligation of the Occupational Medicine Department in Article 5 of Decree 1338/96. The cases are the following:

Personnel who carry out tasks with electricity and/or works at heights or that may represent a risk to themselves, third parties, or the facilities: Its aim is to early detect diseases in order to determine their aptitude for the task and, in this way, prevent them and third parties from suffering occupational accidents.

These exams must include all studies which help to determine whether workers are physically and psychologically apt to carry out the task. In addition, exams must be carried out with an appropriate frequency to certify workers' psycho-physical aptitude over time.

Administrative personnel: promote and maintain the highest health level for them in accordance with Decree No. 1338/96 Article 5.

- o Frequency: Annually or Biennially.



- d) Exams prior to change of tasks Article 4 Resolution of the Superintendence of Labour Risk No. 37/2010: evaluate the psycho-physical aptitude of the applicant to the position vacancy to carry out the activities required by it.
- e) Exams after an extended absence Article 5 Resolution of the Superintendence of Labour Risk No. 37/2010: it aims to detect eventual illnesses suffered during the absence period.
- f) Exams prior to the termination of the employment relationship Article 6 Resolution of the Superintendence of Labour Risk No. 37/2010: To verify the health condition before the risk elements to which workers were exposed.

- SICKNESS ABSENTEEISM.

In the context of the employer's obligation to protect the health of its personnel, ENEL imposes on the SUPPLIER the obligation to immediately inform ENEL'S Occupational Medicine Department the detection of infectious contagious diseases which, due to their characteristics, may represent a risk to the infected worker's health. In addition, it must inform whether the affected personnel are in contact with ENEL'S workers to take the corresponding measures. Similarly, it must submit to the above mentioned Department the medical release certificate of the affected person before he/she is allowed into ENEL'S facilities.

- OCCUPATIONAL ACCIDENTS.

The SUPPLIER must inform ENEL'S Occupational Medicine Department about all occupational accidents and/or incidents.

The SUPPLIER shall send a report weekly regarding the progress of injured people. The report on injured people whose condition is considered serious due to their injuries or because its absence shall be longer than thirty (30) days shall be more exhaustive, indicating as much information as possible to be able to monitor them at every stage.

Once the labour medical release is provided, the SUPPLIER must inform the date thereof.

- AUDIT.

ENEL reserves the right through its Occupational Medicine Department to carry out audits in order to verify the SUPPLIER'S fulfilment of all the legal obligations



in relation to the above mentioned points. The SUPPLIER must submit all the requested documentation in the time and form required by ENEL.

### **18.2.1.3 Occupational Health and Safety Service.**

The SUPPLIER must have a person in charge of the obligations established by Law No. 19587 and its Regulatory Decree No. 351/79 (Title II, Chapter 4) complying with the professional timetable established by Decree No. 1338/96 or increasing the number of hours when required by the assessed risk, even though it is a company with few workers.

The SUPPLIER must have specialised technical personnel authorised by the Ministry of Labour in accordance with said Law. Said personnel must be permanently in the site when required by the assessed risk.

Prior to the beginning of the works, the technical file shall be submitted to ENEL'S Health and Safety Unit in accordance with Decree No. 911 when appropriate.

#### **a) Requirements.**

The SUPPLIER must submit before the beginning of the works:

##### Affidavits indicating:

- How its Health and Safety and Occupational Medicine services are constituted, specifying whether they are carried out by contracted or its own personnel and how they are formed in relation to the workforce, in accordance with the provisions on Occupational Health of Law No. 19587 on Health and Safety at Work – Regulatory Decree No. 351/79 and Law No. 24557, Decree No. 1338/96, and the places where the injured people shall be transferred.
- Document certifying the results of the pre-occupational medical exams carried out to the personnel who are on the payroll and are involved in the performance of civil works and, when appropriate, of the regular medical controls, having no more than a year. The pre-occupational exams must include tests for psychoactive drugs and alcohol.
- Specify the safety elements provided to the workers involved in the performance of the civil works by its Health and Safety Service, the date when they were supplied to said personnel and the document certifying the delivery in accordance with Resolution No. 299/11.



The verification of the declaration shall be carried out by ENEL itself or be assigned to third parties.

b) SUPPLIER'S liability – Health and Safety Legislation

The SUPPLIER shall be solely responsible for the safety of hired personnel during the execution of the service or the civil work in accordance with the provisions of Law No. 19587 and its Regulatory Decree No. 351/79 modified by Decree No. 1338/96 and, when appropriate, Decree No. 911/96 established by the Health and Safety Regulation for the Construction Industry Personnel and the Resolutions No. 231/96, 295/03, 51/97, 35/98 and 319/99 of the Superintendence of Labour Risk, undertaking to make all its personnel comply with all the safety measures necessary for preventing occupational accidents during the execution of the tasks, holding ENEL harmless from any criterion of solidarity. In addition, the SUPPLIER shall be obliged to comply with the requirements indicated by Resolution N° 41/89 of the National Ministry of Labour and Social Security and the Resolutions N° 35/98, 37/99 and 319/99 of the Superintendence of Labour Risk.

For works in the street, the SUPPLIER must comply with the national, provincial, and/or municipal provisions and the Resolution No. 190/12 of the Electricity Regulatory Board, or the legislation which complements or replaces it.

Similarly, the SUPPLIER must comply with the applicable regulation on Health and Safety at Work during the execution of the Contract.

c) SUPPLIER'S obligations related to health and safety.

ENEL shall define the SUPPLIER which must have Occupational Health and Safety certification as per OHSAS 18001 standard.

In addition to the audit and/or the OHSAS standard certification, the SUPPLIER must comply with the following:

The selection process for supervisors and team leaders must include an interview with a psychologist along with a set of psychometric and projective tests which shall help to determine whether they have leadership skills, they have no propensity to risk, and they show adherence to safety standards in order to ensure an appropriate level of control on the personnel they are in charge of. The SUPPLIER must inform ENEL'S HR Training and Development





Department the bodies where these interviews shall be developed for their approval.

The SUPPLIER must implement a compensation system for supervisors and team leaders, which shall include penalties and rewards in relation to the safety performance of the personnel they are in charge of. At the beginning of the activities, the SUPPLIER shall submit to ENEL'S Prevention of Risks Coordination the plan to be implemented.

### **18.2.2 Breach of Standards.**

The failure to fulfil the indicated Safety Standards grants ENEL the right to suspend the tasks, until the infringed provision is completely observed, being the SUPPLIER responsible for the delays this breach may produce in respect to the established deadlines for the completion of each one of the assigned tasks.

The detection of a breach of the obligations contained in the clauses of the chapter Health and Safety at Work shall be considered a serious fault on the part of the SUPPLIER.

The SUPPLIER must implement all safety measures necessary for preventing risks which may derive in injuries to its personnel, those of ENEL or third parties, although they are not contained in these General Terms and Conditions of Contract, or the legislation may provide for in the future.

The SUPPLIER must submit a copy of the ongoing improvement plan for health and safety conditions or, if applicable, a copy of the maintenance programme for health and safety conditions, and a risk prevention programme. In the case that the SUPPLIER carries out tasks related to the construction activity for the fulfilment of the object of the contract, it must submit the Safety Programme for the Construction Activity for the specific civil work, in accordance with the provisions of Resolution No. 51/97 of the Superintendence of Labour Risk.

Independently of the safety programme, the SUPPLIER must present safe working procedures for each activity that its employees carry out. These procedures must include:

- Successive phases of the task.
- Risks in each phase.
- Personal and collective protection elements necessary for each phase.
- Safe method for carrying out the task.



It must include, if necessary, explanatory graphics or pictures.

Said procedures must form part of content of the compulsory training courses which must be passed by all the exposed personnel.

Independently of the sanctions that may be imposed by ENEL, when there are breaches in the carried out inspections which are not serious or highly serious in a percentage higher than twenty-five percent (25%), or before serious or highly serious breaches or an increase in the accident rate, always on ENEL'S request, the SUPPLIER must present an improvement plan for health and safety conditions, which must be approved by ENEL'S Health and Safety Unit, which, in addition, shall monitor the fulfilment of said plan. The SUPPLIER shall be liable to a fine in accordance with the provisions of this Annex in case that delays are detected. Notwithstanding ENEL'S right to immediately rescind the Contract by means of a written notification to the SUPPLIER.

The values corresponding to the fines for failure to fulfil the Health and Safety conditions were defined in paragraph 15.5 of this document.

#### **18.2.2.1 Notification of occupational accidents.**

During the provision of the services and as part of the documentation related to the fulfilment of its labour obligations, on the occasion of an occupational accident affecting the personnel of its company involved in the execution of the Contract signed with ENEL, the SUPPLIER must submit to ENEL'S Health and Safety Unit:

- Warning to the safety post: All occupational accidents which may take place must be immediately notified to the on-call safety post of the corresponding ENEL'S Health and Safety Unit.
- Notification of the incident before the Labour Risk Insurance Company: The SUPPLIER must submit (via fax) a copy of the accident notification carried out before the Labour Risk Insurance Company, within 5 (five) days following the notification.
- Report: The SUPPLIER must submit, within 5 (five) days following the accident, a detailed report thereof. In said report, all the elements that may help to analyse said accident, and contribute to the study of the causes and consequences thereof must be indicated. Such a report must contain pictures, witness statements, description of the procedures carried out, requests of works, requests of facilities, protocols, etc. Subsequently, ENEL shall notify the



SUPPLIER the conclusion it has reached after the analysis that shall carry out on the base of the above mentioned report.

- Monthly statistical information on accident rate: On a monthly basis and within the first 5 (five) days of each month, the SUPPLIER must notify ENEL'S Prevention Coordination the monthly and accumulated data referred to:
  - Number of man hours worked (classified by area).
  - Number of accidents, indicating the cause thereof.
  - Number of lost workdays due to the accidents, indicating the number of days of absence of each injured worker.
  - Form and nature of the injury and zone affected for each injured worker.
  - Frequency rates.
  - Severity rates.
- Additional requirements: All information and/or documentation required by ENEL not included herein must be submitted within 5 (five) days following the request.

## **19 FINANCIAL GUARANTEE.**

19.1 The expenses incurred in the establishment of the financial guarantee shall be borne by the SUPPLIER.

19.2 The establishment of guarantees does not imply that they are limited to their value or the period of validity of liabilities which may be claimed to the SUPPLIER as a result of the Contract, and only constitutes a means to facilitate their effectiveness.

19.3 If the Contract's total value is increased during the execution, the SUPPLIER must submit to ENEL an additional financial guarantee, with requirements identical to the above mentioned ones, for a value equal to ten percent (10%) of the Contract's value increase, within fifteen (15) calendar days following the date on which said increase occurs.

### **19.4 Advanced payment – Advanced Payment Guarantee.**

19.4.1 In the case that ENEL agreed to pay to the SUPPLIER a percentage of the Contract's value as an advance payment, the SUPPLIER must submit, before signing the Contract, an Advanced Payment Guarantee, in favour of ENEL, for an amount equivalent to one hundred (100%) of the amount of the advanced payment, submitting for that purpose a bonded insurance policy issued by an Insurance Company authorised by the National Superintendence of Insurance.



19.4.2 The guarantee established by the SUPPLIER shall expire at the Contract's Provisional Acceptance date and shall be returned to the SUPPLIER, upon written request and once the corresponding discounts and verifications have been carried out by ENEL.

19.4.3 ENEL shall not carry out the agreed advanced payment until the SUPPLIER fulfils its obligation of establishing an Advanced Payment Guarantee.

#### 19.5 Bid Maintenance Guarantee.

19.5.1 Establishment of the guarantee: The SUPPLIER, in order to ensure the maintenance of the validity of its bid in its full terms, must comply with the following guarantee scheme:

AMOUNT	TYPE OF GUARANTEE
From one dollar (U\$S 1) to one hundred fifty thousand dollars (U\$S 150,000)	No guarantee is required but the SUPPLIER shall file a Bare Affidavit
From one hundred fifty thousand one dollars (U\$S 150,001) to three hundred thousand dollars (U\$S 300,000)	Bank Policy and/or Guarantee for an amount of five thousand dollars (U\$S 5,000)
From three hundred thousand one dollars (U\$S 300,001) upwards	Bank Policy and/or Guarantee for an amount of ten thousand dollars (U\$S 10,000)

This guarantee shall have a validity of one hundred and twenty (120) days as of the opening of the bidding process, and said period may be extended on ENEL'S request.

The bid maintenance guarantee shall be implemented through a bonded insurance policy issued by an Insurance Company authorised by the National Superintendence of Insurance, unless ENEL requires another type of instrument for the guarantee.

19.5.2 Once the Contract is signed, and the SUPPLIER submits the faithful fulfilment guarantee, ENEL shall return the bid maintenance guarantee.

The financial bids of the companies which were not considered apt shall be returned along with the bid maintenance policies.

#### 19.6 Guarantee of the faithful fulfilment of the Contract.

19.6.1 Before signing the Contract, the SUPPLIER must submit a Guarantee in favour of ENEL, for an amount equivalent to ten percent (10%) - or higher or lower percentage



indicated in the Contract - of the amount of the civil work, supply, or service, or equivalent to three (3) monthly invoice, by submitting a bonded insurance policy or Bank Guarantee, which must indicate: "In order to ensure the faithful, complete, and timely fulfilment of the Contract"; and issued by a Body or Insurance Company authorised by the National Superintendence of Insurance or by the Central Bank of Argentina, as the case may be.

The guarantee established by the SUPPLIER shall expire at the Contract's Final or Provisional Acceptance date, as indicated in the Contract, and shall be returned to the SUPPLIER, upon written request and once the corresponding discounts and verifications have been carried out by ENEL, if applicable.

- 19.6.2 In the case that the SUPPLIER does not establish the guarantee defined in this paragraph, ENEL may refuse to enter into this Contract.

The Faithful Fulfilment Guarantee shall ensure the compliance of all obligations provided for the Contract, including the payment of penalties in due time and proper form. The submission of said guarantee to ENEL shall constitute an indispensable requirement for the execution of any payment to the SUPPLIER under this Contract. In the event that modifications in the scope which may imply variations in the Contract's value and/or Term of Execution are introduced, the Faithful Fulfilment Guarantee shall be adjusted, in turn, to be adapted to the new Contract's value and/or Term of Execution.

This guarantee shall be returned to the SUPPLIER within ten (10) days following the signature of the Provisional Acceptance of the civil works, services, or Goods, unless ENEL has the right to hold the guarantee to enforce it due to SUPPLIER'S breaches.

#### 19.7 Retention Fund Guarantee.

- 19.7.1 Establishment of the guarantee: A Retention Fund Guarantee shall be established through retention of five percent (5%) of the amount of each invoice, in the civil work Contracts and shall be used to ensure any repairs, faults, defects, or damages which may arise as of the validity of the guarantee period and up until the termination of the contractual obligations, being this one the date on which the Final Acceptance Certificate for the civil work is signed. The Retention Fund shall be paid within a period of ten (10) days following said Final Acceptance, without computing interests, with the corresponding deductions.

- 19.7.2 The SUPPLIER may replace the Retention Fund Guarantee with a bonded policy.

In the Contract whose object is the execution of civil works, the retention fund shall be returned with the signature of the Final Acceptance Certificate or one year after the completion of the civil work and prior approval of the user area.



### 19.7.3 Service Contracts with execution of civil works and services.

A quality guarantee shall be established by means of retention of five percent (5%) on the estimated months during which the service was provided with the execution of the civil work; the retention shall be returned one year after the termination of the Contract. In these Contracts, the retention may be replaced with a guarantee which holds five percent (5%) on the estimated months during which the service was provided with the execution of the civil works and/or services.

## 20 INSURANCE.

20.1 Before placing an insurance policy, the SUPPLIER must submit to ENEL the data referred to the insurance company and the insurance policy it shall place, for which it must have ENEL'S prior written approval. If ENEL does not issue the written authorisation, it must demand the SUPPLIER to place a new insurance policy with a company or in the terms and conditions which are acceptable to ENEL, as appropriate, without the SUPPLIER having any right to claim ENEL for the costs incurred in the placement of an insurance policy which was not accepted by ENEL.

20.2 The SUPPLIER and its subcontractors must place and maintain in force all the insurance policies indicated below, with companies authorised by the National Superintendence of Insurance during the whole term of the Contract and to the complete satisfaction of ENEL.

20.3 The SUPPLIER and its subcontractors must have any other insurance that is required by any applicable current or future norm and maintain the risks inherent to the insurance referred to in this paragraph covered.

20.4 The SUPPLIER shall not be entitled to any recovery of the amounts directly paid to ENEL by the Insurance Companies contracted by the former.

### 20.5 List of required insurance policies.

#### 20.5.1 Occupational Accidents.

20.5.1.1 The SUPPLIER and/or its subcontractors must have a labour risks insurance policy in accordance with the provisions of Law No. 24557 and its regulation and amendments, placed with a Labour Risk Insurance Company, protecting all its dependent personnel, whatever the type of contract method, complying with all the technical, legal, and administrative aspects defined by said law and its regulatory norms.

20.5.1.2 In the affiliation contract signed with the Labour Risk Insurance Company the introduction of the following clause must be agreed: "Non-recovery clause: the



Labour Risk Insurance Company or the self-insured employer expressly waives its right to file any recovery or return action against [ENEL] and/or its officers and/or employees and/or workers and/or any subject who may be established due to a future modification of the Contract, based on article 39.5 of Law No. 24557 or on any other judicial norm, in relation to the benefits in kind or cash it is obliged to grant or pay to the SUPPLIER'S and/or its subcontractors' dependent or former dependent personnel, covered by this policy, due to occupational accidents or diseases, suffered or contracted due to or on the occasion of the job or on the way between the worker's domicile and the place of work. The [Labour Risk Insurance Company] undertakes to duly notify [ENEL], the breaches to the policy incurred by the insured and, especially the lack of payment thereof in due time, within ten (10) days following the verification”.

20.5.1.3 In all cases, the SUPPLIER and/or the subcontractors shall submit the documents certifying the affiliation to a Labour Risk Insurance Company and their receipts of payment, for the personnel assigned to the civil works, services, and/or Goods, and shall duly notify the admission and departure of said personnel.

20.5.1.4 The SUPPLIER must hold ENEL free and harmless from any judicial claim filled by its personnel or those of its subcontractors and their advisers or everyone who participates in the civil works, services, and/or Goods. Law N° 24557 be declared unconstitutional and the Argentine Civil Code regulation be applied, based on the precedent of the Argentine Supreme Court of Justice “Aquino, Isacio v. Cargo Servicios Industriales S.A.” or any other court decision or, by the application of any legal action which may be passed in the future on this matter.

#### **20.5.2 Compulsory Life Insurance.**

20.5.2.1 The SUPPLIER and its subcontractors must place a Compulsory Life Insurance policy for their personnel (Decree/Law No. 1567/74) as well as any other life insurance policy which must be contracted due to the collective labour agreement or any other specific provision required by the labour union.

#### **20.5.3 Personal Accident Insurance.**

20.5.3.1 The SUPPLIER and its subcontractors which are registered as self-employed must have a coverage for Personal accidents with medical and pharmaceutical assistance, with a limit of no less than one hundred thousand US dollars (US\$ 100,000) or its equivalent in pesos. This insurance must have ENEL as its beneficiary.

#### **20.5.4 Vehicle Insurance.**

20.5.4.1 The SUPPLIER and its subcontractors must have a Liability Insurance covering all vehicles involved in the execution of the corresponding Contract, covering the



liability for damage to transported and non-transported third parties and transported cargo. The coverage limits shall not be lower than three million pesos (\$ 3,000,000) for working vehicles and pick-ups, and ten million pesos (\$ 10,000,000) for buses, trucks, truck trailers, and wagons.

20.5.4.2 The policy must have a special clause in the following terms: "In case that a third party directly or indirectly claim ENEL for an indemnify loss under this coverage, ENEL shall be considered to be insured to that effect. However, ENEL shall be considered to be third party in the case that the above mentioned event does not take place".

20.5.4.3 If the SUPPLIER and/or subcontractors have an insurance policy with coverage more comprehensive than the Liability Insurance, the insurance company must waive its subrogation right against ENEL.

20.5.4.4 ENEL may prevent the entry to the Site of any SUPPLIER'S vehicles or those of its subcontractors or advisers whose holder has not complied with the requirements indicated in this Title.

#### **20.5.5 SUPPLIER'S Equipment Insurance.**

20.5.5.1 The equipment, machinery, or tools used by the SUPPLIER and its subcontractors for the execution of the civil works, services, and/or Goods, must have a fully comprehensive risk insurance policy for its replacement value, extending to cover the liability insurance with a limit of fifty thousand US dollars (US\$ 50,000). For the coverage of material damages, the insurance company must waive its subrogation right against ENEL.

20.5.5.2 For the Liability Insurance coverage, the following clause must be indicated: "In case that a third party directly or indirectly claim [ENEL] for an indemnify loss under this coverage, [ENEL] shall be considered to be insured to that effect. However, [ENEL] shall be considered to be third party in the case that the above mentioned event does not take place".

#### **20.5.6 Liability Insurance.**

20.5.5.1 The SUPPLIER and its subcontractors must place a Liability Insurance policy for damages and losses occurring as a result of all the tasks to be carried out, including Goods under care, custody, control, and coverage for contamination and/or sudden, unexpected, and accidental pollution. It shall also include Liability Insurance coverage for the equipment to be placed under insurance, which shall act in excess of the specific policy. The coverage limit shall not be lower than one million US dollars (US\$ 1,000,000) for each event, and two million US dollars (USD 2,000,000) in the annual aggregate.

20.5.5.2 The policy must have a special clause in the following terms: "In case that a third party directly or indirectly claim [ENEL] for an indemnify loss under this coverage, [ENEL] shall be considered to be insured to that effect. However, [ENEL] shall be considered to be third party in the case that the above mentioned event does not take place".



**20.5.7 Goods Transport Insurance.**

- 20.5.7.1 The SUPPLIER and its subcontractors must place a transport insurance policy for Goods, Materials, and/or Equipment, from any place in the world to the Site and vice versa, as well as the internal transit within The Argentine Republic. ENEL and/or the SUPPLIER and/or its subcontractors shall be covered under this insurance policy.
- 20.5.7.2 The insurance shall be placed on a Fully Comprehensive Risk base for Materials and/or Equipment, and shall cover any sea, river, railroad, road, or mail means of transport.
- 20.5.7.3 The coverage limit shall be equal to the maximum risk to be transported in each shipment and the deductibles shall not be higher than nought point twenty-five percent (0.25%) of the total shipment value.

**20.5.8 Self-insurance.**

- 20.5.8.1 The self-insurance shall be admitted from SUPPLIERS which submit a copy of the Joint Resolution of the National Superintendence of Labour Risk authorising the self-insurance. Similarly, the documentation submitted must be approved by ENEL'S Insurance Department.
- 20.5.8.2 On a monthly basis, the SUPPLIER must timely evidence the payment of the premium to the Labour Risk Insurance Company (LRIC) with which signed the contract.
- 20.5.8.3 The SUPPLIER whose organization is constituted as a Co-operative having permanent personnel in accordance with the provisions of Resolution No. 360/75 of the National Institute of Associativism and Social Economy must comply with the provisions of paragraph 6.5.1 and 6.6.1.
- 20.5.8.4 In accordance with the provisions of Article 1° of Resolution N° 360/75 production or labour co-operatives may not use the services of permanent personnel except in the following cases:
- a) The circumstantial work overload which obliges the co-operative to require the services of non-members, without this period extending further than three (3) months.
  - b) The need to have the services of a technician or specialist for a certain task, without this extending further than six (6) months.
  - c) Seasonal work, without this period extending further than three (3) months.
- Once the above mentioned periods expire, the body may not continue to have the services from non-associated workers, unless they are incorporated to it as members.”
- In the case that said co-operative does not have permanent personnel, the risks assumed by the cooperative associates must be covered by a personal



accident policy for death and disability, in which ENEL is designated as sole beneficiary, on the base of its insurable interest”, having said policy a clause which indicates that it may not be modified or rescinded without ENEL'S prior approval. In addition, it must include in its text, the clause indicated below:

“It is hereby understood and agreed that, contrary to the provisions of clause..... in relation to the designation of sole Beneficiary, in accordance with the Insured's express request, it is hereby established by means of this Annex that ENEL shall be sole beneficiary of this policy on the base of its liability, in relation to the Insured, provided that he/she has suffered an accident while carrying out tasks inherent to the corresponding contract and/or in circumstances which generate liability to it.

- 20.5.8.5 This policy may not be modified and/or rescinded without ENEL'S prior approval. The insurer undertakes to duly notify ENEL any payment omission incurred by the INSURED, at least fifteen (15) days in advance with respect to the date in which said omission may determine the total or partial expiration or loss of validity of the policy. In the case that the INSURED does not fulfil the above mentioned obligation, the total or partial expiration or loss of validity of the policy shall not take place, if the insurer had not fulfilled the above mentioned obligation, until ENEL is duly notified and a period of fifteen (15) days has elapsed”.

#### **20.5.9 Bonded policy for the possession of materials owned by ENEL.**

- 20.5.9.1 Before the beginning of the contracted activities, the SUPPLIER must submit a bonded policy for the possession of materials in favour of ENEL for an amount of pesos which shall vary according to the materials owned by ENEL which it has delivered or shall deliver to the SUPPLIER for its use in accordance with this document. Said policies must cover all the materials that ENEL delivers to the SUPPLIER and that are in its possession and/or its allocation to assigned works is pending. Accordingly, the amounts at issue shall be regularly verified.
- 20.5.9.2 The extinction of the obligations shall be represented in the Provisional Acceptance Certificate, before which the return of the materials must have been completed by the SUPPLIER.

#### **20.5.10 Erection All Risks Insurance.**

- 20.5.10.1 When provided by the Contract, the SUPPLIER must submit an “ERECTION ALL RISKS” policy in the name of the SUPPLIER and/or ENEL and/or the subcontractors, if any. They must contain the following characteristics and include the A, B, C, D, E, F, and G protections.

The insured amount shall be equal to the sum of the materials and the labour of the whole Contract.

When appropriate, the following coverage must be included:



- Damage to property adjacent to the erection site.
- Cross Liability.

Similarly, the test, commissioning, and extended maintenance periods must be considered.

#### **20.5.11 Conditions on the insurance.**

- a) The SUPPLIER, its subcontractors and/or advisers must submit to ENEL, at least fifteen (15) days in advance of the beginning of the civil works, services, and/or supply of the Goods, the compulsory policies with their corresponding receipts of payment.
- b) In all policies, whenever possible, ENEL must be included as beneficiary.
- c) Unplanned deductibles shall not be admitted in these General Terms and Conditions of Contract or in the Contract.
- d) All the insurance policies contracted by the SUPPLIER, its subcontractors and/or its advisers must contain a clause in which the insurer undertakes not to modify the conditions or cancel the policy without prior notification to ENEL through registered letter or other reliable means to ENEL'S domicile at least thirty (30) days in advance.
- e) Insurance companies with which the corresponding insurance contracts are signed must be authorised in accordance with the provisions of the applicable insurance law of The Argentine Republic and must be satisfactory to ENEL.
- f) No insurance contracted by the SUPPLIER and/or its subcontractors shall free the SUPPLIER and its subcontractors from the assumed responsibilities established in the Contract.
- g) In the case that the insurance companies totally or partially reject the payment of an applicable compensation for a loss for which SUPPLIER, its subcontractors and/or their advisers are responsible, the SUPPLIER shall be liable for the payment of the suffered loss, in addition to the expenses generated by this event.
- h) In the case of losses, the SUPPLIER, the subcontractors and/or their advisers shall pay for the deductibles established in the corresponding insurance contracts if they are responsible for the loss.
- i) The SUPPLIER, its subcontractors, and/or their advisers, even with an insurance policy, must take all the precautions and measures necessary to protect Materials and/or Equipment supplied by ENEL from damages.
- j) The SUPPLIER, its subcontractors, and/or advisers are obliged to comply with all the provisions established in all insurance contracts. If an applicable compensation for a partial or total loss is not paid due to the failure of the SUPPLIER, its subcontractors, and/or advisers to fulfil the provisions established in all insurance contracts, the unpaid applicable compensations



for losses shall be borne by the SUPPLIER and its subcontractors, and/or advisers.

- k) If the SUPPLIER cancels or stops maintaining the validity of the insurance policies referred to herein above or in the Contract, notwithstanding any other right or resource it may be entitled to, ENEL may contract, maintain the validity or contract said insurance again, pay the necessary premiums, invoice said amounts to the SUPPLIER and deduct at any stage the amounts paid, duly readjusted, for any payment that the SUPPLIER must carry out, or enforce any guarantee provided by these Conditions.
- l) The SUPPLIER and its subcontractors must cooperate with ENEL and submit all the information and documentation it requires in order to collect the applicable compensations under the insurance.

## **21 INTELLECTUAL AND INDUSTRIAL PROPERTY.**

21.1 According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.

## **22 CONFIDENTIALITY.**

22.1 According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.

## **23 PERSONAL DATA PROCESSING.**

23.1 According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.

## **24 ENVIRONMENTAL PROTECTION.**

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

24.1.1 The SUPPLIER undertakes to implement all the appropriate measures to guarantee the strict compliance with obligations corresponding to the SUPPLIER in accordance with the provisions of all the applicable national, provincial, and municipal environmental legislation, especially with regard to the correct packaging and labelling of the supplied products (packaging date, manufacturing date, expiration date, etc.), as well as the returnability of containers for chemical products where such products are deemed to be dangerous preparations by applicable laws, notwithstanding any future legal developments that may arise in this respect in the future, and to reinstate the damage caused as a consequence of any breach of the applicable regulations.



- 24.1.2 The SUPPLIER undertakes wherever possible to supply products or materials with environmental labelling and with a long service life involving lower costs and less likelihood of waste being generated due to shelf life expiry.
- 24.1.3 The SUPPLIER undertakes that the usable elements in its materials and equipment shall not be chemically unstable or contain carcinogens.
- 24.1.4 The SUPPLIER shall respect the limitations established on the marketing of dangerous substances and compounds by law, as well as any other future legal modification in this regard. Particularly, the SUPPLIER shall accredit the absence of PCBs in the oils used in the equipment, and the absence of CFCs, HCFCs, halons, etc., with trade restrictions.
- 24.1.5 The SUPPLIER shall be responsible for ensuring that the transport methods fulfil the provisions of applicable legislation.
- 24.1.6 The unloading of products or materials shall take place in accordance with the appropriate procedures established to comply with applicable legislation on the handling of hazardous substances in each jurisdiction.
- 24.1.7 Whenever possible and even where this is no applicable legal obligation, the SUPPLIER shall reuse or recycle the waste generated by its products or materials.
- 24.1.8 ENEL reserves the right to monitor or control the SUPPLIER'S waste management procedures to ensure they are correct.
- 24.1.9 If the Contract includes the acquisition of substances in the form of compounds or contained in other elements, including but not limited to the following:
- insulating oils,
  - lubricating oils,
  - greases,
  - paint, ink (including Toner) and varnish,
  - solvents,
  - chemical products,
  - electric batteries,
  - gas (in bottles or equipment).
  - Fuels (diesel, fuel oil).
  - Laboratory reagents.
  - Cleaning products.
- 24.1.10 The SUPPLIER must comply with the legislation in force on the registering, evaluation, authorisation and restriction of chemical compounds and substances. It shall provide the safety, handling and storage data sheets for the substances or compounds that it supplies, in accordance with the applicable legislation. The safety data sheet must describe the uses for the supplied substances and compounds.



- 24.1.11 The SUPPLIER undertakes to manage the empty containers used to supply the substances, in accordance with the applicable legislation. In any case, it undertakes to remove such products when ENEL so requests and makes them available for this purpose. The SUPPLIER shall also be fully liable for compliance with the applicable regulations on transport, as described in previous points. The SUPPLIER shall also be obliged to remove the packaging used for the transport in the conditions and periods established in each Contract or, if these details are not specified, the SUPPLIER shall remove the packaging from previous deliveries when making subsequent deliveries and when ENEL so requests.
- 24.1.12 The SUPPLIER of electronic equipment shall comply with the conditions imposed by applicable legislation. Special attention must be paid to electronic meters, computers and installation control equipment, which must be removed at the end of their useful lives by the SUPPLIER, which must establish the appropriate logistics to pick up the returnable supplies at no cost to ENEL.

## **24.2 Civil works and/or services.**

- 24.2.1 The SUPPLIER must be aware of and verify that all its personnel, understand and follow all the applicable requirements and regulations related to environmental protection, energy efficiency, and environmental quality energy at indoors in order to perform the works.
- 24.2.2 The SUPPLIER shall guarantee and, if necessary accredit, that the personnel carrying out the work object of the Contract, have or receive the appropriate theoretical and practical training for the work, especially the one required to guarantee the appropriate environmental behaviour and reduce the risk of an incident with environmental effects. The training must cover the obligations derived from the Environmental Management Systems documents, if such a system be implemented or in the process of being implemented, as is usually the case in ENEL'S businesses.
- 24.2.3 The SUPPLIER shall provide its personnel with the measures necessary to ensure that the works can be carried out in an environmentally friendly manner. Similarly, the SUPPLIER undertakes to fulfil all the applicable legal requirements, as well as those deriving from the Environmental Management Systems, if there be one implemented in the installation that is the object of the Contract.
- 24.2.4 The SUPPLIER shall be liable for any environmental incident it causes, as a result of the works, and must face all the actions and the expenses arising from its failure to meet its environmental obligations. The SUPPLIER must implement all appropriate measures to guarantee the strict compliance with all applicable legislation, at the



national, provincial, and municipal level, that applies to the works, and shall repair any damage caused as a consequence of any breach of the applicable regulations in force.

24.2.5 The SUPPLIER shall prepare an environmental contingencies and risks prevention plan for the works that shall be performed, which must be provided to ENEL when requested. To avoid any incident, the SUPPLIER shall implement the appropriate preventive measures to guarantee the fulfilment of the applicable regulations in force, as well as good environmental management practices, such as:

- Appropriate storage and handling of chemical products and toxic and hazardous merchandise or waste, disposing of incompatible chemical products separately and avoiding waste materials mixing with each other.
- Putting clear signs in the areas that are environmentally sensitive or containing waste with environmental effects.
- Preventing leaks, spills and contamination of soil, inspection chambers or beds.
- Prohibiting its employees from setting fires or leaving cleaning procedures or works unattended.
- Preventing the emission of dust or other substances when transporting materials.
- The SUPPLIER must especially observe the prohibition of carrying out any form of uncontrolled spilling or the abandonment of any type of waste in the area fenced off for the contracted civil works or services, which must be kept clean and tidy insofar as possible during each working shift and especially at the end of the shift, whilst complying with the applicable provisions of the Environmental Management System, that apply to the works to be carried out, if there is one implemented in the facilities object of the Contract.
- In order to appropriately segregate each type of waste, the SUPPLIER must place a sufficient number of containers in good conditions with locks and signs, in the work area, when as a result of the works in question waste is created, which must subsequently be managed appropriately, using an authorised waste management company and in accordance with applicable legislation. When requested, the SUPPLIER shall provide ENEL with copies of the waste disposal, management and transport documents, as applicable by law, as well as the licenses authorising the waste managers and carriers used.
- Once all the contracted works or services have been provided, the SUPPLIER must leave the working area clean and free from any remains, removing at the end of the work all the debris, packaging, containers, rubbish, scrap metal and any kind of waste generated, with all the removal, transport and authorised management operations at the SUPPLIER own cost and account.



- Similarly, the SUPPLIER shall implement the appropriate measures to guarantee strict compliance with the environmental legislation in force applicable to said works.

24.2.6 The SUPPLIER'S Foreman shall be liable for the supervision and compliance of the procedures and may appoint another person to carry out this task, after notifying ENEL'S technician in charge of supervising the work the person's identification details who may provide him/her with specific environmental instructions for the work to be carried out.

24.2.7 The SUPPLIER undertakes to immediately notify ENEL'S technician supervising the work of any environmental incident that occurs during the work, and must present a written report on any such events and their causes.

**24.2.8** In the case of any type of environmental incident, the SUPPLIER undertakes to follow the instructions issued by ENEL'S technician supervising the work.

## **25 VENDOR RATING.**

25.1 According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.

## **26 GLOBAL COMPACT.**

26.1 According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.

## **27 ETHICAL CONDUCT STANDARDS.**

### **27.1 General conditions.**

27.1.1 In its management of its business and its business relationships with third parties, the ENEL Group follows the principles established in the "Guidelines for risk prevention programme". The SUPPLIER undertakes to comply with these principles or other equivalents in managing its business and relations with third parties.

27.1.2 These Principles, as well as the rest of the Ethical Conduct Standard, are available at the address [www.edesur.com.ar](http://www.edesur.com.ar).

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

27.2.1 By signing the Contract, the SUPPLIER (if an individual) declares:

1. That they do not hold senior management positions (director, senior manager with strategic responsibilities) in Enel Group companies, or employee or auditor positions for the ENEL Group;





2. That they do not have family/second degree relatives/spouse not legally separated/cohabitant/spouse or children of their partner/who are related by blood or marriage working for ENEL Group companies;
3. That in the last 24 months, the SUPPLIER and their relatives (spouse not legally separated or first degree relatives), have not held or do not hold, Government positions or posts in Organisations entrusted with public service entities that have been directly connected with activities undertaken by any ENEL Group companies (granting concessions, supervision activities, etc.).

27.2.2 By signing the Contract, the SUPPLIER (if a legal person<sup>1</sup>) declares:  
That as a result of the knowledge of its business structure, no person belonging to its governing, management or supervision bodies (fiduciary societies):

- a) Is a member of Senior Management, Management Bodies or the Audit Committee, or an executive with key responsibility in ENEL Group companies, or is a second degree relative, spouse, partner, child of a spouse or partner, or dependent (by blood or marriage) of those members.
- b) Is an employee in an ENEL Group company or is a second degree relative, spouse, partner, child of a spouse or partner, or dependent (by blood or marriage) of an employee.
- c) Have not held or hold, in the last 24 months, both the person and their respective relatives (spouse not legally separated or first degree relatives) Government positions or posts in Organisations entrusted with public service entities that have been directly connected with activities undertaken by any ENEL Group companies (granting concessions, supervision activities, etc.).

27.2.3 The SUPPLIER must notify ENEL of any changes that may occur in the future and while it has the active status of SUPPLIER, regarding the foregoing information before signing the Contract.

## **28 APPLICABLE LEGISLATION.**

28.1 The Contract and any disputes that may arise between the Parties in relation thereto shall be governed exclusively by the Argentine Law, to which the SUPPLIER and ENEL expressly submit themselves.

## **29 JURISDICTION.**

29.1 All controversies that may arise between the Parties due to the interpretation or execution of the Contract shall be subject to the exclusive jurisdiction of the Lower Courts of the Autonomous City of Buenos Aires, with express waiver of any other jurisdiction.

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<sup>1</sup> Public entities, listed companies, banks and companies supervised by them, are not required to issue this notification.



**30 BUY ARGENTINE WORK.**

30.1 Among ENEL Group companies located in Argentina, EDESUR S.A. is subject to the Buy Argentine Work Regulation as it is a public service concessionary company. For that reason, Laws N° 18875 and N° 25551 and their corresponding Regulatory Decrees, as well as all other administrative provisions in force are applicable to all its contracts.

**31 ELECTRICAL SAFETY**

31.1 The SUPPLIER must guarantee, where appropriate, according to the materials to be supplied, the compliance with Resolution of the Ministry of Industry, Commerce and Mining No. 92/98, regulating the obligation of the Certification of the Compliance with Electrical Safety Basic Requirements for all low voltage equipment.

**32 DUMPING**

32.1 ENEL Group companies in Argentina purchase the material object of the Contract acting in good faith and considering that the supplier complies with the norms as regards dumping established in the Customs Code of The Argentine Republic.

32.2 If under any circumstance, the competent authorities of the country establish the fixing of anti-dumping duties for the tariff items included in the bidding, they shall be borne by the corresponding Tenderer.