



**This "Annex III Colombian" applies to contracts for the contracts of work or supply of goods and / or services (hereinafter, the "Contract") that are covered by Colombian legislation and concluded between Enel Group companies and the Contractor (hereinafter the "Parties").**

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## 1. SCOPE OF APPLICATION.

1.1. According to the wording contained in the clause of the same name in the General Part of the General Terms and Conditions of Contract.

## 2. DEFINITIONS.

- **Opening record:** This is the document signed between ENEL and the Contractor, in which the date as of the beginning of the execution of the activities of the contract is recorded.
- **Works and services inspection certificate:** Certificate that records any defects found in the completed works or services and the timeframe in which they must be rectified by the Contractor.
- **Delivery note:** Commercial document containing a list of the goods supplied and accrediting their effective delivery.
- **Consignment authorisation:** Document issued by ENEL authorising the Contractor to proceed with the total or partial consignment of the contracted equipment or material.
- **Dispatch notice:** Document issued by the Contractor once all specified procedures have been followed, informing ENEL that the contracted equipment or material or a portion thereof have been dispatched.
- **Quality agreement:** Agreement between ENEL and the Contractor, according to which, the latter guarantees quality levels that have been previously agreed by both Parties.
- **Letter of intent or notice to proceed:** Non-binding agreement outlining the commitments that may or may not be formalised in a Contract at a future date.
- **Inspector:** Person or body appointed by ENEL to carry out inspections in any stage during the implementation of the Contract.
- **Request for offers:** Document through which ENEL issues its request for bids. This document will consist of the Technical, Commercial and Legal Specifications, including these General Terms and Conditions.
- **Quality control plan:** Document issued by the Contractor specifying the processes, procedures and associated resources that will be used to meet the Contract's requirements.
- **Inspection points programme:** Document issued by the Contractor and subject to ENEL's approval, recording the various inspections, tests, trials or checks that must be carried out.
- **Acceptance at source:** Procedure during which the mandatory tests or checks for the handover of the materials are carried out in the presence of ENEL's technicians or of the person or body appointed by ENEL, in the Contractor's facilities, those of its subcontractor or any other company agreed by the Parties.
- **Acceptance protocol:** Procedure for checking the mandatory testing protocols that have been previously carried out by the Contractor, through which ENEL's technicians or the person or body authorised by ENEL, approve the consignment of the material in question or, on the contrary, decide to check results of said protocols through an Acceptance at Source procedure.
- **Quality assurance system:** System establishing the requirements that the Contractor must fulfil in order to provide the materials/services that are the subject of the Contract effectively and correctly.

## 3. LANGUAGE.

3.1. The original version of this Annex III Colombia is written in Spanish.



#### **4. FORMALISATION.**

4.1. In negotiations where the quantity is not determined, the formalization of the contract may be performed through a commercial offer accepted by a purchase order or a service order.

#### **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 these General Terms and Conditions of Contract are excluded from the above mentioned provisions.

#### **6. NOTICES.**

6.1. According to the wording in the clause 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. In the provision of a work or service, the Contract price includes, as a minimum and unless expressly included in other terms, the following:

- Direct and indirect labour.
- Machinery and associated personnel.
- Amortisation of machinery.
- Costs of financial services or banking interest.
- Consumable supplies and permanent materials.
- Transportation of personnel, materials and resources to and from the place of work.
- Installation and authorisation of services.
- Maintenance costs.
- Overheads and business profit.
- The legally corresponding taxes, levies and duties.
- Expenses incurred by the Contractor in programming, inspections and tests, controlling materials and execution methods, tests, deliveries and other analyses.
- Complete fulfilment of all the work units, in accordance with the Technical Specifications and all other contractual documents.
- Construction, demolition and removal of the auxiliary works, installations, security or storage facilities or installations built in compliance with the Regulation for the Prevention of Occupational Risks.
- Costs of financial guarantees, insurance or other warranties, where applicable.

7.1.2. The prices shall be itemised by price of services, price of materials and the legally corresponding taxes.



7.1.3. The Contractor shall pay any additional costs incurred in freightage and transportation and any expenses incurred due to the failure to fulfil the delivery and consignment conditions established in the Contract.

7.1.4. ENEL shall not pay for any materials, equipment or work not included in the Contract if their execution was not previously offered by the Contractor, 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.

7.1.5. The Contractor is obliged to accept the extensions, modifications and reductions in 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 25% of the Contract amount. The new delivery date, if appropriate, shall be determined by agreement between the parties, based on a reasonable proposal by the Contractor.

7.1.6. 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 25% of the Contract amount, the Contractor may accept or reject them, but in the latter case, ENEL shall be entitled to terminate the Contract.

7.1.7. In the cases in which a work unit that was not originally foreseen in the prices of the Contract must be executed, the corresponding price shall be agreed upon by ENEL and the Contractor, on the basis of a duly justified proposal by the latter, based on an itemisation of the costs of other similar units for which there is a unit price.

7.1.8. The negotiation of the unforeseen work unit price shall be independent from the execution of the unit concerned, being the Contractor obliged to immediately execute it after receiving ENEL'S order.

7.1.9. In case it is not possible to set a negotiated price or in the event where ENEL deems necessary, the price shall be set by the administration, for which Contractor shall include in its offer the corresponding scales, and also the same concepts as defined in clause 7.1.1.

7.1.10. The execution of works on a cost-plus basis may only be carried out after the execution order has been received from ENEL in writing.

7.1.11. The personnel costs shall include the tools corresponding to the worker's area of expertise, as well as the equipment required for the worker's safety and protection and the correct execution of the work.

7.1.12. Additional costs for transport, allowances or expenses for the Contractor's personnel shall not be accepted.

## 7.2. Changing Prices.

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

## 7.3. Invoicing.

7.3.1. The following items must be shown separately on the same invoice:

- a) Eventual works contracted on a cost-plus basis, in addition to the costs agreed in the Contract.
- b) Increases that have already been invoiced through the application of the readjustment formula established in the Contract. In this case, the Contractor must provide documents substantiating the values of the price indexes applied and the details of the corresponding readjustment formula.

## 7.4. Terms of payment.

7.4.1. All the payments made before the Provisional Acceptance in accordance with the stipulations of the Contract shall be considered payments in advance and shall be discounted from the final price. If no guarantee of the faithful fulfilment of the Contract has been presented, the Contractor must provide a financial guarantee to ENEL at the same time as making each of the potential payments,



in compliance with the requirements established in these General Terms and Conditions, to guarantee said payments.

7.4.2. The invoices shall be paid, subject to ENEL's prior approval of the compliance with the Contractual conditions, within the deadline indicated in each case, and failing this, in the first day of the bulk payment after ninety (90) calendar days following the date of entry into ENEL's General Register, or the date of the invoice's approval, if that date is later than the date of entry into ENEL's General Register.

7.4.3. The agreed payments in foreign currency shall be made in Colombian pesos (COP) according to the Representative Market Rate (RMT) on the date of receipt of the goods and/or services. In the case of consignment materials, the RMT will be settled on the date the goods were consumed, except if another RMT is indicated in the Contract.

## **8. TAXES.**

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

### **9.2. Inspections, tests or checks.**

9.2.1. ENEL may inspect the contract materials and equipment at any stage during the manufacturing process, as well as the execution of the contracted works or services, including the materials used by the Contractor to provide the works or services. These inspections may be carried out by ENEL's personnel directly or by persons or organisations appointed for this purpose, in the works, offices, factories, workshops or warehouses of the Contractor or those of the Contractor's subcontractors. For these purposes, ENEL's inspectors shall be provided free access to the above mentioned installations and must be granted this access when necessary.

9.2.2. Notwithstanding the previous clause, the tests or checks shall be carried out in accordance with the Inspection Points Programme prepared by the Contractor and approved by ENEL, in all cases in which the Contract specifies the Inspection Points Programme.

### **9.3. Quality Control.**

9.3.1. Quality control covers all the actions, activities and techniques required to give sufficient confidence that the contracted materials, equipment, works or services satisfactorily meet the conditions required by ENEL and, if applicable, comply with the corresponding technical standards.

9.3.2. The Contractor 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 tests shall have no bearing on the full liability for quality control, which will fall solely on the Contractor.

9.3.3. Before starting the manufacturing process or the construction of the works or provision of the contracted service, the Contractor shall submit a Quality Control Plan (according to Standard ISO 10005 or equivalent), at ENEL's request, for approval, which shall include the Inspection Points Programme and a description of the applicable operations and procedures.

9.3.4. Once the above mentioned Quality Control Plan has been submitted, ENEL may present its objections, if applicable and solely for well-founded reasons, within a period of fifteen (15) working days, and the Contractor must modify the plan with due diligence, making the necessary corrections in accordance with the objections raised by ENEL.



9.3.5. During the execution of the Contract, the Contractor shall rigorously and strictly comply with the contents of the Quality Assurance System and Quality Control Plan approved by ENEL, which reserves the right to carry out any audits necessary to ensure that the plans are fulfilled.

9.3.6. Once the Contract has been executed, the Contractor 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.

9.3.7. ENEL may require the Contractor to register the contracted technical documentation necessary for manufacturing the materials and pieces of equipment with a Notary. This documentation shall be made available to ENEL, which may use it in cases in which a product is discontinued or bankruptcy of the Contractor or its subcontractors or Contractors.

9.3.8. The fulfilment of these quality control conditions shall not relieve the Contractor of its liability for the inappropriate execution of the Contract in any case.

#### 9.4. **Delivery and acceptance conditions.**

##### 9.4.1. **General conditions.**

9.4.1.1. If the Contract does not specify a determined date of termination and only establishes the execution or delivery timeframe, this period shall begin when the Contract is signed or on the issuance date of the Letter of Intent or Notice to Proceed or the signing of the Opening Record.

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

9.4.2.1. Along with each delivery, the Contractor must provide all the final technical documents and test protocols established in the Specifications, in the Contract and, if applicable, in the corresponding Technical Standards.

9.4.2.2. In addition to these documents, the Contractor must certify that the design, raw materials, brands and types of components are identical to those contained in the original approved offer, if so requested by ENEL.

9.4.2.3. In order to deliver the elements, the Contractor must send to ENEL, addressed to the person designated in the Contract or in charge of receiving the elements, the Dispatch Notice, stating the following:

- 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 data and the telephone number of a contact person.
- Date and place of commissioning of the equipment or materials.

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

9.4.2.4. With regard to materials or equipment subject to quality controls, and unless the contrary is agreed, the Contractor shall not send these elements until it has received the mandatory Consignment Authorisation subsequent to the Acceptance Protocol or the Acceptance at Source issued by ENEL. The supplies subject to Quality Agreements shall be exempt from this requirement. If, however, the Contractor proceeds with the consignment, all the costs incurred in the process shall be at the Contractor's expense.

9.4.2.5. Unless otherwise agreed, 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.

9.4.2.6. ENEL reserves the right to postpone any delivery or consignment of the materials or equipment it is to receive, without such postponement constituting a failure to fulfil the delivery dates on



behalf of the Contractor. The Contractor shall pay any storage and insurance costs resulting from the postponement in the month following the agreed date of delivery. Should the delay be extended any longer, the Parties shall mutually agree on the appropriate compensation for the subsequent storage and insurance costs.

9.4.2.7. 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, checks and inspections, or a record must be made of the circumstances in which any deficiencies discovered are repaired, resolved or corrected. The Provisional Acceptance Certificate must be made out within a maximum period of eight (8) calendar days from the date on which either of the Parties requests it, once all the conditions or activities of the Contract have been carried out.

When no final tests, checks or inspections are required, the Contractor's delivery of the materials and equipment shall be formalised with ENEL'S approval on accepting them.

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

After the agreed Warranty Period passes, the Contractor must notify ENEL of the expiry of this Period and request the Provisional Acceptance. In view of this request, ENEL, if necessary, shall communicate the established date for the Provisional Acceptance to the Contractor, without this period extending further than thirty (30) days after the receipt of ENEL's notification.

9.4.3.1. On the date established by mutual agreement for the Provisional Acceptance, the state of the contracted works or service shall be inspected, in the presence of the Contractor's representative, to check that it fulfils the required conditions, carrying out the necessary tests.

9.4.3.2. The Contractor shall be fully responsible for the Management of the execution of the contracted works or services.

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

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

9.5.1.1. The Contractor shall be liable for any hidden defects or factory defects, including during the Warranty Period and up until the period stated in the applicable legislation, in addition to legal responsibilities and other types of liabilities that may apply.

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

9.5.2.1. The Contractor shall be liable for any hidden defects or faults, including during the Warranty Period and up until the period stated in the applicable legislation, in addition to legal responsibilities or other types of liabilities that may apply.

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

10.1. In no event shall any contractual relationship be inferred between the subcontractors or assignees and ENEL. The Contractor shall be liable at all times for all the activities of its subcontractors or assignees and for the fulfilment of the contractual, legal and fiscal obligations arising from the execution of the work, including any damage or loss caused to ENEL by any of the subcontractors or assignees, their agents, assessors or employees.

10.2. 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 Contractor undertakes and guarantees to ENEL that it will implement all possible measures to avoid the presentation and/or processing of said claims. Consequently, the Contractor shall be liable towards ENEL and shall hold ENEL free and harmless from any in-court or out-of-court litigation, lawsuit or proceeding against ENEL from any subcontractor or assignee, or any of these parties' personnel. The abovementioned liability shall be sufficient to cover both the sum that ENEL may be forced to pay as indemnity, and the expenses or costs of any nature that ENEL is forced to incur as a result of said claim. The Contractor's failure to fulfil the requirements established in this clause shall be considered a serious breach of



Contract and shall give ENEL the right to terminate the Contract due to breach by the Contractor, notwithstanding any other legal action that ENEL may institute.

10.3. In the event of assignment of the Contract or subcontracting, the Contractor undertakes 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 health and safety conditions. Documentation accrediting the assignee's or subcontractor's acceptance of these conditions must be provided to ENEL.

10.4. In accordance with the above, ENEL may at any time inspect and monitor the works or manufacturing process of the assignee or subcontractor to ensure that the obligations are being met. 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 any of the subcontractors or assignees that it deems inappropriate during the course of the work or service.

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

11.1. ENEL may assign its payment collection rights or the payment obligations resulting from the Contract to any of its affiliates, with the only requirement of providing the Contractor with notice of the transfer.

11.2. The Contractor may endorse the invoices in accordance with the provisions of the applicable legislation on this matter

#### **12. CONTRACTOR OBLIGATIONS.**

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

#### **13. CONTRACTOR LIABILITY.**

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

#### **14. WARRANTY PERIOD.**

14.1. The Warranty Period for the materials and equipment and the contracted works or services shall last for the period specified in the Contract, or, if this is not specified in the Contract, for the period of one (1) year as of the date of the Provisional Acceptance Certificate. If this Certificate is not undersigned, the one-year period shall begin as of ENEL's acceptance of the delivery of the material or the notification of the completion of the contracted works or service and the delivery, to ENEL, of the documentation by the Contractor for the processing of the administrative authorization to commission the works.

14.2. 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 subject of the Contract, the Warranty Period shall be automatically renewed until those six (6) months have elapsed, unless the materials or equipment provided by the Contractor have required repairs or replacements, in which case, the guaranteed for the same time as the Initial Warranty Period. In no case shall this entail higher costs for ENEL.

14.3. Once the Warranty Period has elapsed and the Final Acceptance has taken place, ENEL may proceed, for its own exclusive benefit and directly at its own account or with the assistance of third parties, to freely modify or alter the materials and pieces of equipment that are the subject of the Contract or the constructions or installations assembled, even if they are subject to licenses, patents or other





forms of industrial property in the name of the Contractor, although ENEL shall be subject to the corresponding confidentiality clauses attaching to these elements.

## 15. PENALTIES.

15.1. Without prejudice to the contents of clause 16.3 of the General Part of the General Terms and Conditions of Contract on the termination of the Contract for causes attributable to the Contractor, the Contractor's failure to fulfil the delivery deadlines or the partial and final execution periods, as well as any other breaches expressly foreseen in the Contract or in these General Terms and Conditions, shall result in the application of a fine by ENEL, which shall not be considered an indemnity.

15.2. In the case where not otherwise established, the fine for delay shall be equal to 1.5% of the total Contract value per calendar week of delay, during the first four weeks, and equal to 4% from the fifth week.

15.3. If during the warranty period, ENEL finds it is unable to use the contracted materials or equipment, or the works performed or installations set up, due to defects, damage or faults that have occurred or been discovered during the period, which are not attributable to ENEL, or due to deficiencies in the execution or works that the Contractor must correct in fulfilment of the Guarantee Commitment, the Contractor shall be sanctioned with the fine established for this purpose in the Contract, or, if this is not expressly established in the Contract, a fine of 0.1% of the Total Contract Value for each calendar day during which the elements are not available or cannot be used.

15.4. The sum of fines may not exceed 15% of the total Contract value. If this limit is exceeded, ENEL shall have the right to rescind the Contract in accordance with applicable legislation. The collection of the fines shall not imply any limitation to ENEL's right to charge further to the Contractor the costs and extraordinary expenses that it is obliged to support and / or pay to third parties as a direct consequence of the delays or failure occasioned. The application of the established fines shall not release the Contractor from complying the Contract to its full extent.

15.5. Consequently, the Contractor shall be obliged to eliminate any technical deficiencies discovered; to pay the corresponding fines; to recover his lost deadline costs and to replace the materials and equipment, or repeat or recommence the contracted works or services, as applicable, at ENEL'S request.

15.6. The procedure for collecting the payment of any fine derived from the Contract shall be carried out as described in this clause.

- a) ENEL shall notify the Contractor of the fine that must be paid, stating the sum of the fine and detailing the reasons for its imposition, in writing. The Contractor shall have a period of fifteen (15) calendar days as of the date of notification in which to register any objections it may wish to raise.
- b) Once this deadline has elapsed and should ENEL not accept the arguments, the Contractor shall deduct, from its invoice, the amount corresponding to the penalty applied. Should this deduction not be made, the established guarantees shall be executed or collection attempted by any other means envisaged in the Contract, Laws or in these General Terms and Conditions, notwithstanding the applicable compensation for damages in favour of ENEL.
- c) Once the financial guarantee is executed, the Contractor shall be obliged to reinstate the guarantee to its level prior to the execution, in accordance with the contents of clause 19.
- d) Until this reinstatement takes place, ENEL shall keep possession of the sum remaining after subtracting the value of the fine from the total value of the guarantee.
- e) If the sum of the initial guarantee is insufficient to cover the sum of the fines, ENEL shall offset the sums from the payments pending to cover the total value of the fines, notwithstanding the reinstatement of the guarantee in accordance with the above.



## **16. SUSPENSION, RESCISSION AND TERMINATION.**

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

## **17. FORCE MAJEURE.**

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

## **18. EMPLOYMENT LAW, SOCIAL SECURITY AND HEALTH AND SAFETY PROVISIONS.**

18.1. The Contractor declares that it is aware of and undertakes to comply with all employment law, social security and occupational health and safety obligations as well as the internal standards of ENEL applicable at any given time.

Hence, the Contractor undertakes to:

- a) Pay wages, overtime, Sundays and holidays and other labour items.
- b) Register all workers in the social security system established in current legislation in Colombia, thus:
  - a. Healthcare
  - b. Pensions
  - c. Occupational Safety and Health
- c) Pay all legal and extra-legal provisions that the Contractor has agreed with its employees.
- d) Make all parafiscal contributions indicated and required by Law:
  - a. SENA
  - b. ICBF
  - c. COMPENSATION FUNDS
- e) Perform the medical examinations of admission and withdrawal of each worker

18.2. The Contractor authorizes ENEL in the event of non-payment of the wages of the Contractor's personnel working to execute the object of the Contract, ENEL should directly pay those amounts to the personnel on behalf of the Contractor. These amounts may be discounted from any value ENEL owes to the Contractor, without it being possible to consider this as a conduct constituting labor subordination, since the payment shall be charged to the Contractor.

18.3. The Contractor must inform the ENEL manager, within the 30 days following the date on which they found out about or should have found out about the legal action, on embargoes of any type and on attachment embargoes and labour claims of workers who have been linked to execution of the Contract, indicating court, reason for the claim or embargo and amount.

18.4. The Contractor must submit and show to the ENEL manager, when it requests and during the term of the Contract, the information requested on its personnel, such as CVs, list of the personnel linked to the object, copy of the receipts that prove payment of the wages, benefits, compensations, paid leave, settlements, fees, compensations, social security payments for health, pensions, occupational safety and health, Caja de Compensation Familiar (Family Compensation Fund), ICBF and SENA except those exceptions determined by law and of legal labour credits, those agreed between the parties and those indicated in the commercial bid or Contract. Therefore, ENEL can make the payment of any invoice conditional upon presenting the receipts that prove compliance with this obligation.



### 18.5. Sanctions for breach of norms related to environmental protection, health and safety at work.

18.5.1. In accordance with the provisions of paragraph 18.2.1. of the General Part of these General Terms and Conditions of Contract, the events shall be punishable depending on their classification. Notwithstanding the provisions of the General Part, the related events below shall also be punishable.

General provisions	Failure to issue monthly notification to Enel of the accident rate statistics of the Contract.
	Failure to comply with the Working shifts and the personnel rest periods.
	Improper handling of ENEL's or third parties' temporary structures, protections or shelters
	Failure to comply with the terms contained in the Health and Safety Plan prepared by the Client or the specific contractor
	Absence/or partial acquisition of work authorisation (when required by the applicable legislation on occupational health and safety or by ENEL)
	Handling or modification of scaffolding provided by ENEL
Electrical works	Lack of classification of corresponding health and safety provisions necessary to carry out electrical works.
	When working in electrical installations, inadequate qualification of workers
Vehicle driving or motorcycle riding	Non-compliance of local traffic laws: Speeding, Non-use of safety belt, Non-use of safety helmet for riding motorcycles, among others.
	Lack of cameras on vehicles or not sending the images (in the contractually defined services).
Works in confined spaces	Failure to/or partial fulfilment of legislation on health and safety and Enel's regulations on the prevention of specific risks to which workers are exposed in closed spaces, in accordance with ENEL's classification
	Lack of/insufficient training and education of hired personnel
Underwater works	Lack of/insufficient training and education and lack of/insufficient qualification of hired personnel

18.5.2. Without prejudice to the right to terminate the Contract, or the claim for damages in relation to any breach on the protection of occupational health and safety, ENEL shall be entitled (at its sole discretion) to impose the fines listed below, upon notice to the Contractor through registered letter with acknowledgment of receipt:



- a) 560.000 COP (five hundred sixty thousand Colombian pesos ) for each violation described as "SERIOUS", according to the table in clause 18 of the General Part of the General Terms and Conditions of Contract.
- b) 1.120.000 COP (one million one hundred twenty thousand Colombian pesos ) for each violation described as "VERY SERIOUS" in accordance with the table contained in clause 18 of the General Part of the General Terms and Conditions of Contract.

18.5.3. If the violations referred to in paragraphs a) and b) cause accidents or injury, ENEL reserves the right to impose (at its discretion) an additional penalty of up to 2% of the total Contract value and, in either case, not less than 1.120.000 COP (one million one hundred twenty thousand Colombian pesos).

**18.6. Sanctions for breaches of the administrative, occupational, and personnel related obligations.**

18.6.1. The Contractor agrees on the application of fines and penalties due to breaches in the execution of the object, which, in any case, do not exclude it from liability to comply with the guarantee to its full extent. The Contractor expressly waives the requirement claimed in Article 1595 of the Civil Code to be placed in default for the value it must acknowledge for fines and penalties.

18.6.1.1. Especial penalties

PENALTY TYPE	AMOUNT
I	560.000 COP
II	1.120.000 COP

18.6.1.2. Penalties for breach of administrative and occupational obligations

BREACHES	PENALTY TYPE
Breaches of Legal-Occupational Obligations in accordance with the Contract and the Law. They include subcontractor's breaches.	II
ified subcontracting.	II
Not provide information on occupational issues and/or background information required by the CONTRACTING PARTY in the established periods. This also grants the right to suspend the payment of the monthly invoicing.	II
Delay in the submission of required administrative information	I
Submission of inaccurate information.	II
Not assume the liability before the claim from third parties arising from damages caused by the Contractor in the execution of the object of this Contract.	II



## 18.6.2. Penalties for breaches of personnel related issues

BREACH	PENALTY TYPE
Lack of qualifications	II
Lack of probity	II
Do not provide enough personnel for the work.	I
Hiring personnel not authorised by the CONTRACTING PARTY	I
Personnel in the workplace under the effect of alcohol or other psychoactive substances.	I
Non-use of identity card, uniform, and/or supplied elements.	I
Uniform and/or supplied working elements in poor conditions, worn, or broken.	I
For each identity card lost or not returned within the established period.	I
Use of Working Elements (identity card, supplied elements and/or uniform) for private benefit	II

**19. FINANCIAL GUARANTEE.****19.1. Methods of guarantees:****19.1.1. Guarantee for the faithful, complete, and timely fulfilment of the Contract for civil works, services, and materials.**

19.1.1.1. The Contractor shall establish, at its own expense, and within ten (10) days upon signing the Contract, guarantees in accordance with ENEL'S Insurance Framework Agreement which shall consist in policies aimed to cover the risks associated with the breach of contractual obligations by the Contractor's part, including applicable compensations or fines which may be attributable to the Contractor and with a validity period indicated in paragraph 19.2. Of this Annex. The coverage, insured value, and validity period requested shall be related in the contractual document and shall depend on the risk level involved in the operation to be carried out. The presentation of Insurance Policies or Bank Guarantees issued by high-level financial institutions shall be equivalent.

19.1.1.2. The policies established by the Contractor shall have a validity period provided in the paragraph of guarantees of the contractual document. However, a validity period at least equal to the Contract's term of execution plus 3 additional months shall be established for the compliance protections. In any case, all policies shall keep their validity until the settlement of the contractual relationship.

19.1.1.3. In the case that the Contractor does not establish or modify the guarantee defined in points 19.1.1. ENEL may apply retention in the invoicing corresponding to a value equal to 10% of the Contract's value, or the amount of the guarantee agreed by the Parties.

For materials and equipment, the quality guarantee must be the one defined in the Contract or in its technical specification, or otherwise, in the General Terms and Conditions of Contract of ENEL.

19.1.1.4. The Contractor undertakes to notify in writing, and request coverage confirmation, to the insurance institution which secures its guarantees, when there are any modifications to the terms and conditions of Contract and/or purchase order. The Contractor has a period of ten (10) working days upon the signing of the modification of the Contract, to submit the approval certificate for the modification issued by the insurance institution.



## 19.2. Return of the guarantees:

19.2.1. The bank guarantee for the Contract's compliance, shall be returned within ninety (90) days upon the settlement of the Contract, in which both parties agree to consider all aspects of this contract settled, upon written request of the Contractor.

## 20.INSURANCE.

20.1. If the Contract is made in the form of consignment materials with the Contractor in ENEL's facilities, the Contractor must take out, in addition to the insurance policies described in the namesake paragraph of the General Part, insurance against theft or other damage that the deposited materials may suffer, for the whole of the Contract period.

20.2. If, in ENEL's opinion, the insurance cover of the policies obtained by the Contractor in accordance with the preceding clauses is insufficient in respect of the risk exposure of the materials or equipment delivered or the works or services provided under the Contract, the Contractor undertakes to revise and modify the policies as required and in accordance with the conditions of the insurance market.

## 21. INTELLECTUAL AND INDUSTRIAL PROPERTY.

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

## 23. PROCESSING OF PERSONAL DATA.

23.1. In fulfilment of Law 1581 of 2012, in case that during the execution of the Contract the Contractor is required to have access to personal data and said data are processed and managed by the Contractor directly or at the request of ENEL, the Contractor declares and guarantees:

23.2. That data processing shall be carried out in accordance with the applicable legislation, as well as the criteria, requirements, and specifications established in the Contract or with the recommendations issued by ENEL.

23.3. That, when personal data is obtained by any means, it undertakes to obtain the required authorization from the data subject and properly inform about the use this information shall be given. Must have support or evidence of such an authorization.

23.4. That the personal data to which it has access shall not be applied or used for a purpose different from the one indicated in the Contract or a treatment different from the one given by the owner.

23.5. That it shall process all queries and claims submitted by the data subjects in accordance with the terms indicated in the applicable regulation.

23.6. That it shall promptly update, rectify, or delete the data of subjects in accordance with the terms indicated in the applicable regulation.

23.7. That it shall update the information of subjects informed by ENEL within five (5) working days as of its receipt.

23.8. That it shall implement an internal policies and procedures manual to guarantee the appropriate attention to the queries and claims submitted by the data subjects.

23.9. That it shall refrain from circulating information that is being argued by the data subject and whose blocking has been ordered by the authority competent on this matter.



23.10. That it shall return to ENEL the personal data which has been processed, without this period extending further than fifteen (15) days as of the Contract's termination date, which shall be certified by the Contractor's legal representative

23.11. That it shall destroy any document, medium, or copy of the personal data which has been processed pursuant to the Contract's provisions and that has not been returned. However, it shall not proceed to destroy the data when there is a legal provision requiring its preservation, in that case the Parties shall preserve said data duly protected, which shall be certified by the Contractor's legal representative

23.12. That it shall not notify or assign to other individuals or legal persons the personal data which it was supplied with on the occasion of the legal relationship and shall keep the appropriate confidentiality as regards the processing it was authorized to carry out.

23.13. That it shall implement, in the processing of the supplied data, the necessary technical and organizational measures required by the regulations which are applicable to this matter, in order to guarantee the personal data safety and prevent its alteration, loss, processing, or unauthorized access, taking into account the state of technology, the nature of the stored data, and the risks to which they are exposed, coming from human action, physical or natural environment. The measures shall cover, by way of illustration, hardware, software, recovery procedures, backups and extracted data from personal data in screen display or printed format.

23.14. That it undertakes to have authorization for handling, processing, and circulating the personal data of each one of its employees and workers in order to verify the compliance with the legal-occupational, social security, occupational risk prevention, and other obligations indicated in the Contract.

23.15. That in case any international data transfer is required for the service provision, the Contractor undertakes to previously notify ENEL in sufficient time to request the corresponding authorizations, without which the Contractor may not carry out said transfers.

23.16. Notwithstanding the provisions of previous point 23.11, in the event that the Contractor carries out certain activities through third parties, which, in turn, implies that those third parties have to get access to the personal data affected by this paragraph, the **Contractor** undertakes to previously sign with the third party a Contract under which the latter expressly accepts to assume liability for the correct processing of the personal data to which it has access, in accordance with the same provisions contained in this paragraph, as well as the compliance with all those obligations arising from the data protection regulation.

23.17. The Contractor undertakes to hold ENEL free and harmless from any claim which may be submitted, inasmuch as said claim is based on the Contractor's breach of the provisions of this paragraph or in the legal provisions regulating this matter.

## **24. ENVIRONMENTAL PROTECTION.**

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

24.1.1. The Contractor undertakes to implement the appropriate measures to guarantee the strictest compliance with the obligations corresponding to the Contractor under the terms of all the applicable State, Autonomous Community, Regional, Provincial and Local environmental laws, especially with regard to the correct packaging and labelling of the products supplied (packaging date, date of manufacture, expiration date, etc.), and the returnability of containers for chemical products where such products are deemed to be dangerous preparations by applicable laws, without prejudice to any future legal developments that may arise in this respect, and to reinstate or replace any damage caused as a consequence of any breach of the applicable regulations.

24.1.2. The Contractor 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 Contractor undertakes that the usable elements in its materials or equipment shall not be chemically unstable or contain carcinogens.



24.1.4. The Contractor 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 Contractor 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 Contractor shall be responsible for ensuring that the transportation 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 Contractor shall reuse or recycle the waste generated by its products or materials.

24.1.8. ENEL reserves the right to monitor or oversee the Contractor's waste management procedures to ensure they are correct.

24.1.9. The Contract may include the acquisitions of substances in the form of compounds or contained in other elements, including but not limited to:

- insulating oil
- lubricating oil
- greases
- paint, ink (including toner) and varnish
- solvents
- chemical products
- electric batteries
- gas bottles
- fuels (diesel, fuel oil)
- laboratory reagents
- cleaning products

The Contractor must confirm that it has complied 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 datasheets for the substances or compounds that it supplies, in accordance with legislation. The safety data sheet must describe the uses for the supplied substances and compounds.

24.1.10. The Contractor undertakes to manage the empty containers used to supply the substances, in accordance with applicable legislation. In all events, it undertakes to remove such products when ENEL so requests and makes them available for this purpose.

24.1.11. The Contractor shall also be fully liable for compliance with the applicable regulations on carriage, as described in previous points. The Contractor shall also be obliged to remove the packaging used for the carriage in the conditions and timeframes established in each Contract or, if these details are not specified, the Contractor shall remove the packaging from previous deliveries when making subsequent deliveries and when ENEL so requests.

24.1.12. The Contractor of electronic equipment shall comply with the conditions imposed by existing 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 Contractor, which must establish the appropriate logistics to pick up the returnable supplies at no cost to ENEL.





## 24.2. Works and/or Services.

24.2.1. The Contractor must be aware of and follow all the applicable requirements and laws in order to perform the work.

24.2.2. The Contractor shall guarantee and, if necessary accredit, that the employees carrying out the contracted work, have or receive the appropriate theoretical and practical training for the work, especially that required to guarantee the appropriate environmental activities and measures and reduce the risk of an incident with environmental effects. The training must cover the obligations derived from the Environmental Management System documents, should 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 Contractor shall provide its employees with the measures necessary to ensure that the work can be carried out in an environmentally friendly manner. Furthermore, the Contractor undertakes to fulfil all the applicable legal requirements, as well as those deriving from the Environmental Management System, should there be one implemented in the installation that is the subject to the Contract.

24.2.4. The Contractor shall be liable for any environmental incident it causes, as a result of the works. ENEL reserves the right to pass on any claims or expenses incurred as a result of the Contractor's failure to meet its environmental obligations, to the Contractor. The Contractor must implement all appropriate measures to guarantee the strictest compliance with all environmental legislation, whether on the State, Autonomous Community, Regional, Provisional or Local 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 Contractor 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 environmental incident, the Contractor 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 up clear signs in the areas that are environmentally sensitive or contain waste with environmental effects.
- Preventing leaks, spills and contamination of grounds, inspection chambers or beds.
- Prohibiting its employees from lighting fires or leaving cleaning procedures or works unattended.
- Preventing the emission of dust or other substances when transporting materials.
- The Contractor must especially respect 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 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 environmental procedures of the Environmental Management System, if there is one implemented in the facilities that are the subject to the Contract.
- In order to appropriately segregate each type of waste, the Contractor must place a sufficient number of containers in good conditions with locks and signs, in the work area, when the works in question create waste, which must subsequently be managed appropriately, using an authorised waste management company and in accordance with applicable legislation. When requested, the Contractor shall provide ENEL with copies of the waste disposal, management and transport documents, as



applicable by law, as well as the permits and licenses of the waste managers and carriers used.

- Once all the contracted works or services have been provided, the Contractor must leave the working area clean and tidy 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, with all the removal, transport and authorised management operations at the Contractor's own cost and account.
- Furthermore, the Contractor shall implement the appropriate measures to guarantee strict compliance the environmental laws in force applicable to said work.

24.2.6. The Contractor's Foreman shall be in charge of overseeing that the procedures are followed and may appoint another person to carry out this task, after notifying the ENEL technician in charge of supervising the work and providing the person's identification details. The appointed person must follow any specific environmental instructions given by the ENEL technician during the work.

24.2.7. The Contractor undertakes to immediately notify the ENEL 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 event of any type of environmental incident, the Contractor undertakes to follow the instructions issued by the ENEL technician supervising the work.

24.2.9. In the event of any breach of any of these clauses, the ENEL technician supervising the work may bring the works to a halt, in which case the Contractor shall pay for any losses caused, and in any case, the failure to fulfil the obligations regarding the maintenance of the work area shall result in the deduction of the costs caused as a result, plus 10% of these costs as a penalty, from the Contractor's invoice.

The Contractor agrees to apply these specifications in all the works or services that it carries out in any ENEL facility or in the facilities of any third parties.

## **25. VENDOR RATING.**

25.1. According to the wording in the clause 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 clause 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 'General Principles for Criminal Risk Prevention'. The Contractor undertakes to comply with these principles or other equivalents in managing its business and relations with third parties.

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

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

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



1. That they shall 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 Contractor 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 Contractor (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 bodies, management or supervision (including trusts):

- a. Is a member of Senior Management, Management Bodies or the Audit Committee, or an executive with key responsibility in the 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 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 Contractor must notify ENEL of any changes that may occur in the future and while it has the active status of Contractor, regarding the foregoing information before signing the Contract.

## 28. APPLICABLE LAW.

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

28.2. If there are any differences between the parties regarding the Contract's interpretation and it is not solved in a direct settlement stage between the Contractor and ENEL within thirty (30) days upon the one in which one of the parties notifies in writing the difference to the other that derives in a litigation, discrepancy, or disagreement among them, arising from the interpretation and/or application of the Contract, the execution of the civil work, the service provision, or the delivery of materials or equipment agreed in the Contract, or conditions or terms which are directly or indirectly related to it, they shall be decided by the Colombian ordinary jurisdiction

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