

This “ANNEX II - CHILE” applies to contracts for the purchase of goods, supplies, services or works governed by the Chilean legislation and concluded between any company of the ENEL Group and the Supplier.

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## 1. SCOPE.

According to the provisions of the General Part of this General Terms and Conditions of Contract.

## 2. DEFINITIONS.

- Certificate of acknowledgment of works and services:** Document specifying any defect found in the work or service completed and the deadline for their correction by the Supplier.
- Delivery Note:** commercial document containing a list of Goods supplied and certifying their delivery.
- Shipping authorization:** Document issued by ENEL, which entitles the Supplier to ship, in full or in part, the equipment or material covered by the Contract.
- Dispatch note:** Document issued by the Supplier after the completion of all the agreed procedures, informing ENEL that the equipment or material covered by the Contract has been shipped, in full or in part.
- Agreed quality:** Agreement established between ENEL and the Supplier according to which the latter guarantees a quality level previously agreed between the Parties.
- Letter of intent or Notice to proceed:** Non-mandatory agreement containing prior and general commitments that may or may not be formalized in a Contract.
- Inspector:** Person or entity appointed by ENEL who carries out the inspection functions at any stage of execution of the Contract.
- Request for offer:** Document through which ENEL requires an offer. It shall contain the Technical Specifications and the Commercial and Legal Specifications applicable to this General Terms and Conditions.
- Quality control plan:** Document issued by the Supplier, specifying the processes, procedures and associated resources that will be applied to fulfill the contractual requirements.
- Inspection point program:** Document issued by the Supplier and approved by ENEL, specifying the different inspections, tests, trials or examinations to be performed.
- Preliminary acceptance:** Procedures providing for the performance of the required tests or trials of the material, in the presence of ENEL's technicians or of the relevant authorized person or entity, as well as of the facilities of the Supplier, of its subcontractors or of any other entity agreed between the Parties.
- Acceptance by protocol:** Review of the required test protocols, previously carried out by the Supplier, by means of which ENEL's technicians or the relevant authorized person or entity, approve the shipment of the material, or otherwise evaluate the results of such protocols by the Preliminary Acceptance.
- Quality assurance system:** System establishing the requirements to be met by the Supplier for the effective and proper performance of the Contract.

## 3. LANGUAGE.

The original version of this Annex II Chile shall be the one drawn up in Spanish (Castilian).

## 4. FORMALIZATION.

According to the provisions of the General Part of this General Terms and Conditions of Contract.

## 5. CONSTRUCTION AND HIERARCHY

5.1 All the matters regulated by this Annex shall be governed firstly by the provisions contained herein, and secondarily by the provisions of the General Part of this General Terms and Conditions of Contract.

5.2 The clause above excludes any matter in relation to which the Annex expressly sets out that they shall be directly governed by the provisions of the General Part of this General Terms and Conditions of Contract.

## 6. COMMUNICATIONS.

According to the provisions of the General Part of this General Terms and Conditions of Contract.

## **7. ECONOMIC TERMS AND CONDITIONS.**

### **7.1 Prices.**

7.1.1. In case of execution of a work or service, the price of the Contract shall include, at least, except as otherwise included under other items, the following:

- Direct and indirect labor.
- Machineries and associated personnel.
- Depreciation of machineries.
- Permanent materials and consumables.
- Transport to/from the workplace, of the manpower, personnel, material and any other resource.
- Installation and authorization of services.
- Maintenance costs.
- Overheads and industrial profit.
- Taxes, duties and levies due according to the applicable law.
- Expenses incurred by the Supplier for programming, inspections and tests, control of materials, control of execution, checks, acceptances and other analysis.
- Full completion of all the item included in the Technical Specifications and other applicable contractual documents.
- Construction, demolition and removal of the facilities required for the works, surveillance or storage, and of those carried out in compliance with the Regulation on Occupational Health and Safety.
- Expenses for the financial guarantees, insurances and other guarantees, as applicable.
- Costs for the provision of the safety measures and the management systems required, to comply with the occupational health and safety requirements, as well as the costs for the delivery of the personal protective equipment required by ENEL's requirements and standards.

7.1.2. The prices shall be broken down in price of the services, price of the materials, and relevant taxes according to the applicable legislation.

7.1.3. The Supplier shall bear any additional freight and delivery cost and other expenses due to a failure to comply with the delivery and shipping terms set out in the Contract.

7.1.4. ENEL shall not pay for any material, equipment or work not included in the Contract if their execution has not been previously offered by the Supplier, in writing and expressly specifying the relevant price, and accepted, in writing, by a ENEL representative duly authorized.

7.1.5. The Supplier shall accept any extension, modification and reduction of the scope of the Contract, at the agreed prices, provided that taken together they do not represent an increase or decrease of more than 20 % of the Contract amount. The new delivery date shall be set out by mutual agreement of the Parties, upon reasonable proposal by the Supplier.

7.1.6. If the extension, modification or reduction proposed by ENEL, due to a justified reason, represent an overall increase or decrease exceeding the 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.

7.1.7. Where an additional work, originally not included in the price list of the Contract, has to be executed, the relevant price shall be agreed by ENEL and the Supplier, upon reasonable proposal of the latter, on the basis of the breakdown of costs of other similar units for which a unit price has already been set.

7.1.8. The negotiation of the price of the additional work shall be independent of the execution of such work, and the Supplier shall execute it immediately upon ENEL's request.

7.1.9. Upon request by ENEL, the Supplier shall include in its offer unit price scales, in the event that ENEL requires, during the execution of the Contract, the Supplier to carry out additional works, not originally included in the scope of the Contract (direct labor prices). Such prices, once agreed upon by the Parties and integrated in the Contract, shall include the same categories as those defined in clause 7.1.1 and shall be applicable where it is not possible to fix a different price or where required by ENEL.

7.1.10. The performance direct labor shall only be possible upon prior written execution order by ENEL.

7.1.11. The personnel costs shall include the specific tools relevant to their specialty, as well as the equipment required for their protection, safety and for the proper execution of the works.

7.1.12. No additional costs for transport, food and lodging of the Supplier's personnel shall be admitted.

### **7.2 Price change.**

According to the provisions of the General Part of this General Terms and Conditions of Contract.

### 7.3 Invoicing.

Within the same invoice, the following categories shall be separated:

- a) Any work contracted with direct labor as a complement to what has been agreed in the Contract.
- b) Increases already invoiced by applying the readjustment formula set out in the Contract. In this case, the supporting documents for the values of the rates applied and the detail of the the relevant readjustment formula shall be provided.

### 7.4 Payment terms

7.4.1 All the payments made before the Provisional Acceptance, in accordance with the provisions of the Contract, shall be construed as advance payments on the final price. If no performance bond has been provided, the Supplier, simultaneously with each of the possible payments, shall deliver to ENEL a financial guarantee, complying with the requirements of these General Terms and Conditions of Contract, guaranteeing such payments.

7.4.2 The invoices shall be paid, subject to ENEL agreement on the fulfillment of the contractual terms, within the due date specified from time to time, and in absence of such due date, on the first day of massive payment after ninety (90) days from the date of registration with the General Register of ENEL, or the date set out in the invoice, if such compliance date is later than the date of registration with the General Register of ENEL.

7.4.3 The payment to the Supplier shall be made once a month, on the second calendar day of each month, including the documents expiring up to the payday.

## 8. TAX.

According to the provisions of the General Part of this General Terms and Conditions of Contract.

## 9. EXECUTION.

### 9.1. General.

According to the provisions of the General Part of this General Terms and Conditions of Contract.

### 9.2 Inspections, tests and trials

9.2.1 ENEL may inspect the contractual materials and equipment at any time during their manufacturing, as well as the performance of the works or services contracted, including the materials used by the Supplier for their execution. Such inspection may be carried out personally or by means of appointed persons or entities, at the work sites, offices, factories, workshops or warehouses of the Supplier or of its subcontractors, for which purpose the appointed person or ENEL inspectors shall be entitled to access to the aforementioned facilities, and the Supplier shall provide reasonable cooperation.

9.2.2 Notwithstanding the foregoing provisions, where provided by the relevant Contracts, the inspections or trials shall be carried out in line with the Inspection Point Program prepared by the Supplier and accepted by ENEL.

### 9.3 Quality control

9.3.1 The Quality Control includes any action, activity and procedure required to provide ENEL with a reasonable confidence that the contractual material, equipment, work or service shall properly comply with the terms required by ENEL and, where applicable, with the relevant laws and technical standards.

9.3.2 The Supplier shall be solely responsible for the Quality Control, regardless of the controls and inspections performed or required by ENEL by its own means or through a third party. These tests shall not affect the full liability of the Supplier.

9.3.3 Before initiating the manufacturing process, or the completion of the work or service contracted, the Supplier shall submit for approval, at the request of ENEL, a Quality Control Plan (as per ISO 10.005 or equivalent) including the Inspection Point Program, as well as the list of applicable operations and procedures.

9.3.4 After the submission of the Quality Control Plan, ENEL may raise reasonable objections in relation to it within fifteen (15) business days, and the Supplier shall undertake to modify the Plan with due diligence, making the required corrections according to the objections raised by ENEL.

9.3.5 During the execution of the Contract, the Supplier shall strictly comply with the provisions of its Quality Assurance System and Quality Control Plan approved by ENEL, which reserves the right to carry out the required audits to verify their fulfillment.

9.3.6 Upon completion of the execution of the Contract, the Supplier shall submit for approval to ENEL a Quality Control final report, whose contents shall comply with the provisions of the Contract and of the Quality Control Plan approved.

9.3.7 The fulfillment of these Quality Control conditions shall not exempt the Supplier, under any circumstances, from its liability in case of improper performance of the Contract.

### 9.4 Terms of delivery and receipt

#### 9.4.1 General.

If the Contract does not indicate a specific termination date and only the execution or delivery date is established, they shall be effective as of the Contract signature date or from the date of issuance of the Letter of Intent or Notice to proceed, where applicable.

#### 9.4.2 Materials and/or equipment.

9.4.2.1. With each delivery, the Supplier shall send all the final technical documentation and the test protocols set forth in the Specifications, under the Contract and, where applicable, in the relevant technical standards.

9.4.2.2. The Supplier, in addition to the aforesaid documents, shall certify, if required by ENEL, that the design, the raw materials and the make and type of the components are the same as those used in the approval stage.

9.4.2.3. To perform the delivery, the Supplier shall send to ENEL, to the attention of the contact person or of the acceptance manager specified in the Contract, well beforehand, the Dispatch Note, indicating at least the following information therein:

- Contract reference number.
- Number of packages shipped, specifying their content. If they are the last of the packages contracted, this shall be clearly specified.
- Information on the means of transport used and/or transport company, including the phone number and details of the contact person.
- Date and place of making the equipment or materials available to ENEL.

9.4.2.4. Likewise, the Supplier undertakes to promptly inform ENEL of any event modifying the delivery terms agreed.

9.4.2.5. In the case of materials or equipment subject to quality control, and unless otherwise agreed, the Supplier shall not dispatch them until it receives the Shipping Authorization after the Acceptance by Protocol or the Preliminary Acceptance, issued by ENEL. This shall not apply to supplies subject to an Agreed Quality scheme. In such case, if the Supplier does not cancel the shipment, any cost related thereto shall be borne by the Supplier.

9.4.2.6. Except as otherwise agreed in the Contract, the delivery of materials and equipment shall be made DDP (Incoterms, CCI 2010) at the destination point set out in the Contract. As regards deliveries, properties, insurances, etc., the terms shall be construed in accordance with the Incoterms, except for the provisions of the Contract.

9.4.2.7. ENEL reserves the right to postpone any shipment or dispatch of materials or equipment, without prejudice to the fact that the delivery date shall be considered as fulfilled. The Supplier shall bear any storage and insurance cost during the month following the agreed delivery date. If the postponement of the shipment extends for more than one month, the Parties shall mutually agree the consideration due for the additional storage and insurance expenses.

9.4.2.8. Once the material or equipment has been received by ENEL, a Provisional Acceptance Certificate shall be issued and signed by both Parties; such Certificate shall make reference to the satisfactory result of the tests or trials and final examinations, or shall specify the specific deficiencies to be remedied or corrected in relation thereto. The Provisional Acceptance Certificate shall be formalized within eight (8) calendar days from the date of its request by one of the Parties, provided that all the terms and activities under the Contract have been fulfilled.

9.4.2.9. When tests or trials and final examinations are not required, the delivery by the Supplier of the materials and equipment shall be formalized with the approval of ENEL upon their receipt.

#### 9.4.3 Works and/or services

9.4.3.1. After the expiry of the Warranty Period, the Supplier shall inform ENEL of the expiration of such Period, requesting the issuance of the Final Acceptance Certificate. Upon receipt of the request, ENEL shall notice to the Supplier the date established for the Final Acceptance, which shall occur within thirty (30) days from the receipt of the notification by ENEL.

9.4.3.2. On the date mutually agreed to perform the Final Acceptance, in the presence of the Supplier, the state of the work or service contracted and the check of the compliance with the relevant requirements shall be verified, performing the relevant tests.

9.4.3.3. The works or services contracted shall be entirely managed by the Supplier.

#### 9.5 Transfer of ownership and risk.

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

The Supplier shall be liable for any hidden fault or manufacturing defect, including during the Warranty Period and until the period specified by the applicable law, apart from the legal liabilities or other liabilities which may arise.

##### 9.5.2 Works and/or services

The Supplier shall be liable for any hidden fault or defect, including during the Warranty Period and until the period specified by the applicable law, apart from the legal liabilities or other liabilities which may arise.

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

10.1. Under no circumstances may a contractual relationship be inferred between the subcontractors or assignee and ENEL, and the Supplier shall always be liable for all the activities of such subcontractors or assignees, and for the fulfillment of their contractual, legal and tax obligations arising from the performance of the works, as well as for any damage caused to ENEL by any of its subcontractors or assignees, agents, consultants and workers.

10.2. ENEL shall not be liable before any subcontractor or assignee, nor before their personnel, for any claim directly or indirectly arising in relation to the Contract; therefore, the Supplier undertakes before ENEL to make all possible efforts to avoid the submission and/or processing of these claims. Accordingly, the Supplier shall be liable before ENEL and shall indemnify ENEL from and against any judicial or extra-judicial action or proceedings initiated against ENEL by any subcontractor or assignee, or their personnel. Such indemnification shall cover both the amount payable by ENEL and the expenses or costs of any nature incurred by ENEL in connection to such claim. Any failure by the Supplier to comply with the provisions of this section shall be considered as a material breach, and shall entitle ENEL to terminate the Contract, de jure o de facto, due to Supplier's default, without prejudice to any other legal remedy available to ENEL.

10.3. In case of assignment or subcontracting of the Contract, the Supplier undertakes to obtain prior express acceptance in writing from the subcontractor or assignee of any obligation that may arise for them before ENEL under any contractual, legal, labor, confidentiality and safety term, and ENEL shall receive the relevant supporting documentation.

10.4. Accordingly, ENEL may inspect and monitor at any time the works or production of the assignee or subcontractor, and the performance of its obligations. The subcontractor or assignee shall provide ENEL with all the required cooperation (documents, reports, free access to its plants, workshops or facilities, ecc.).

10.5. ENEL reserves the right to reject any subcontractor or assignee that, during the progress of the works or services, it does not deem suitable.

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

ENEL may, with the sole requirement of notifying the Supplier, assign its collection rights or payment obligations arising from the Contract to any other ENEL subsidiary company.

## **12. SUPPLIER'S OBLIGATIONS.**

According to the provisions of the General Part of this General Terms and Conditions of Contract.

## **13. SUPPLIER'S LIABILITIES**

According to the provisions of the General Part of this General Terms and Conditions of Contract.

## **14. WARRANTY PERIOD.**

14.1 The Warranty Period of the materials and equipment as well as of the contracted works or services is extended for the period set out in the Contract, or if no period is specified, for one (1) year from the date of the Provisional Acceptance Certificate. In case of failure to sign the Certificate, the year shall be considered from ENEL's approval for the delivery of the material, or from the notice of completion of the work or service contracted and delivery to ENEL of the documentation by the Supplier, so that the administrative authorization for the commissioning of the work, where applicable, may be processed.

14.2 If the Warranty Period expires before six (6) months from the commissioning of ENEL's main facility to which the subject of the Contract is intended or of which it forms integral part, the Warranty Period shall be automatically extended until said six (6) months have elapsed, unless the materials or equipment provided by the Supplier were repaired or replaced, in which case they will be subject to a warranty period equal to the original Warranty Period. Under no circumstances this shall imply higher costs for ENEL.

14.3 Upon expiry of the Warranty Period and after the Final Acceptance, ENEL may, to its own benefit, directly or through third parties, modify or alter the materials and equipment covered by the Contract or the works made or facilities assembled, including if they are protected by licenses, patents or other forms of industrial property in favor of the Supplier, provided that ENEL maintains at any time due confidentiality.

## **15. PENALTIES**

15.1. Notwithstanding the provisions of the General Part of these General Terms and Conditions of Contract on the termination of the Contract for reasons attributable to the Supplier, any failure by the Supplier to comply with the delivery dates or the completion deadlines, either partial or final, as well as for any other non-compliance specifically provided by the Contract or these General Terms and Conditions, shall lead to the application by ENEL of a penalty, which may not be construed under any circumstance as an indemnification.

15.2. Unless otherwise agreed, the penalty for delay shall be of 1.5% of the total amount of the Contract for each calendar week of delay, during the first four weeks, and of 4 % as of the fifth week.

15.3. If during the Warranty Period ENEL is denied the access to or the use of the contractual materials or equipment, or of the works realized or the facilities assembled, due to their defect, malfunction or fault, not attributable to ENEL, or due to deficiencies in the performance of the remedial services required, the Supplier shall be subject to the penalty specifically set out in the Contract or, if no penalty has been established, with an amount of 0.1 % of the total amount of the Contract for each calendar day in which the availability or the use was denied.

15.4. The amount of the penalties shall not exceed the 15 % of the total amount of the Contract. If such limit is exceeded, ENEL shall apply the penalty and may terminate the Contract according to the applicable law.

15.5. The receipt of the payment for the penalties shall not prejudice ENEL's right to additionally charge to the Supplier any expense and surcharge that it may pay to third parties as a direct or indirect result of the delay.

15.6. The application of the penalties shall not exempt the Supplier from properly performing the Contract to its full extent. Therefore, the Supplier shall remedy any technical deficiency detected, pay any penalty due, recover at its expenses the missed deadlines, and replace the material and equipment, or remake or repeat, as applicable, the works or services covered by the Contract, upon ENEL request.

15.7. The procedure for the collection of any penalty under the Contract shall be made according to the provisions of this section:

- a) ENEL shall notice in writing to the Supplier the penalty due, specifying the relevant amount. The Supplier shall have fifteen (15) calendar days from the notice date to specify any element in its defense.
- b) After such period, and in case ENEL does not accept the arguments of the Supplier, the latter undertakes to deduct, from its invoice, the amount corresponding to the penalty applied. If such deduction is not applied, ENEL may enforce, in relation to the relevant amount, the financial guarantees established, or may arrange the collection through any other means allowed by the Contract, the law or these General Terms and Conditions, and all without prejudice to any compensation for damage due to ENEL.
- c) Upon enforcement of the financial guarantee, the Supplier shall repay it for the same amount provided before such enforcement, according to the provisions of section 19.
- d) If no deduction is applied, ENEL retain the remaining amount resulting from the total amount of the guarantee and the amount of the penalty.
- e) If the amount of the financial guarantee does not cover the amount of the penalties, ENEL shall compensate the pending payments to the extent required to cover the total amount of the penalties, and all without prejudice to the repayment of the guarantee by the Supplier, as specified above.

## **16. SUSPENSION AND TERMINATION OF THE CONTRACT.**

According to the provisions of the General Part of this General Terms and Conditions of Contract.

## **17. FORCE MAJEURE.**

According to the provisions of the General Part of this General Terms and Conditions of Contract.

## **18. LABOUR LAW AND OCCUPATIONAL HEALTH AND SAFETY OBLIGATIONS.**

18.1. The Supplier undertakes to provide at any time suitable and qualified human resources for the performance of the subject matter of the Contract, according to the highest quality standards specified therein.

18.2. The Supplier acknowledges and undertakes to comply with all the labor, social security and occupational health and safety obligations, as well as with the internal regulations of ENEL applicable from time to time.

18.3. The Supplier, as sole and exclusive employer of its workers, both of those in charge of performing the Contract and of those holding other offices within the Supplier's company, and including other activities, works or tasks where the Supplier renders its services, shall strictly and properly comply with the applicable legal, statutory and administrative regulations on labor and social security in relation to such workers.

18.4. In particular, the Supplier undertakes, in relation to all the workers included in the Contract, to:

- a) Declare and pay on a monthly basis and timely the social security contributions and taxes for all its workers, to the relevant social security institutions. In case of declaration, the aforementioned contributions shall be paid within the last business day of the month when the declaration was made and that corresponds to the subsequent month in which the relevant pays and incomes accrued.

Failure to pay, after the declaration, with the timeliness specified above, the relevant social security contributions shall be construed as a material breach by the Supplier.

- b) Submit to the preventive review procedures carried out by ENEL or by its representatives.
- c) Provide ENEL, upon ENEL's request, the certificate of compliance with the labor and social security obligations, together with the original labor and social security background certificate issued by the relevant Labor Inspectorate. Furthermore, ENEL may request, within the periods established at ENEL's discretion, all the supporting documents concerning the fulfillment of the labor and social security obligations and, in particular, the following background certificates:
  - Employment contracts.
  - Supporting documents of legal holidays.
  - Ledger of wages.
  - Attendance register.
  - Supporting documents of wages payment.
  - Payroll of social security contributions.
- d) Comply with the remarks made on labor and social security, within the periods specified by ENEL.

18.5. In order to comply with the labor and social security obligations and in particular those aspects related to risk prevention, the Supplier shall provide on a monthly basis to the User Area the following background certificates; only when the latter requires these documents:

- a) Copy of the payment receipt of the contributions of Law n. 16.744 of its workers, for the previous month.
- b) Copy of the monthly report of workplace accidents, which shall be submitted to the social security mutual where its company is registered, according to sections 12 and 13 of Decree n. 40 of 1969 of the Ministry of Labor and Social Security, published on the Official Journal on 7 March 1969, Approving Regulations on Professional Risks Prevention.
- c) Copy of the individual statement of work accidents (DIAT), to be submitted to the relevant social security mutual for each accident occurred.
- d) Implementation of a risk prevention program in accordance with the Chilean law.

18.6. All the Supplier's personnel shall be registered with a Social Security Mutual and the Supplier shall comply with the provisions of Law n. 16.744 on Work Accidents and Occupational Diseases.

18.7. The obligations set out in the previous points shall also apply for subcontracted personnel, and the Supplier shall be liable for the compliance with such obligations.

Any damage caused to third parties during the services provided, due to actions or omissions of the Supplier's personnel, of the Supplier or of its subcontractors, shall be chargeable to the Supplier.

## **19. FINANCIAL GUARANTEE.**

### **19.1. Proper and Full Contract Performance Guarantee.**

19.1.1 The Supplier shall provide, before the signature of the Contract, a Guarantee in favor of «Nom\_Fil», for the 10 % of the amount of the supply, work or service, and in case of service Contracts, such guarantee shall correspond to one (1) monthly invoice, including the wording: "To ensure the proper and full performance of the Contract". This Guarantee shall be returned to the Supplier when the supply, work or service is received and fully accepted by ENEL and after that ENEL applies any relevant deduction and verification, within ninety (90) days.

19.1.2 The Supplier shall provide, in favor of ENEL, when the supply, work or service is received and fully accepted by ENEL, a guarantee for an amount of 5 % of the supply, work or service value, to ensure the proper execution and operation of the supply, work or service. This Guarantee shall be returned to the Supplier upon expiration of the warranty period of the supply, work or service, and after that ENEL applies any relevant deduction and verification, within ninety (90) days.

19.1.3 The validity of the Guarantee shall extend for at least six (6) months from the Contract term.

### **19.2. Guarantee of performance of the labor and social security obligations.**

19.2.1 As regards services Contracts entailing intense labor employment the Supplier shall provide a guarantee for the performance of the labor and social security obligations, which shall be calculated according to the number of Supplier's workers employed within the Contract, for the number of years corresponding to the indemnification, including the month of notice and the term of the Contract. The guarantee certificate shall be renewed each year, considering the years of service worked by the workers included in the Contract. The validity of the Guarantee shall extend for at least six (6) months from the annual period of the Contract.



19.2.2 The guarantee relating to the last year, shall be returned upon termination of the Contract, and upon submission by the Supplier of all the settlements signed and certified before a notary public, of all the workers employed within the Contract entered into with ENEL.

19.2.3 With regard to services contracts, the Supplier shall only submit one of the guarantees listed above, in particular the one with the highest value according to the joint verification of the Parties.

## **20. INSURANCES.**

20.1 If the Contract is performed through the storage of the materials by the Supplier at ENEL's facilities, the Supplier shall place, in addition to the insurances specified in the relevant section of the General Part, an insurance against theft and other damages that the stored material may suffer, covering all the period of performance of the Contract.

20.2 If at ENEL's discretion the insurance coverages submitted by the Supplier are not sufficient to cover the risk exposure, both in relation to the delivery of materials or equipment and to the realization of the contractual work or service, the Supplier undertakes to modify and amend the coverages according to the terms of the insurance market.

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

According to the provisions of the General Part of this General Terms and Conditions of Contract.

## **22. CONFIDENTIALITY.**

According to the provisions of the General Part of this General Terms and Conditions of Contract.

## **23. PROCESSING OF PERSONAL DATA.**

23.1. If the execution of the Contract requires the Supplier to access to personal data in relation to which ENEL is responsible, the provisions of this section shall apply.

23.2. The data processed and managed by the Supplier shall be and remain under the responsibility of ENEL.

23.3. In particular, the Supplier represents and warrants:

- a) That the processing of the data shall be carried out in compliance with the applicable law, as well as with the criteria, requirements and specifications set out in the Contract and, where no such criteria, requirements or specifications are available, with the instructions provided at any time by ENEL.
- b) That the personal data accessed by the Supplier as a result of the performance of the contractual supplies, works or services shall not be used for a different purpose other than that specified therein.
- c) That it shall directly return to ENEL the personal data subject to processing, within fifteen (15) calendar days from the completion date of the supply, work or service, according to the provisions of the Contract.
- d) That it shall destroy any document, format or copy of the personal data processed under the Contract whose return was impossible due to any reason whatsoever, within the terms set out in the previous paragraph. However, the Supplier shall not destroy the data if any legal provision requiring their retention exists, in which case the Supplier shall retain, properly locked, such data.
- e) That it shall not disclose, nor transfer to other natural or legal persons, the personal data received for the performance of the contractual supplies, works or services.
- f) That it shall implement, in the processing of the data provided by ENEL, all the suitable technical and organizational measures required by the applicable law, as well as any measure established by ENEL in its Contract, in order to ensure the security of the personal data and to prevent their alteration, loss, unauthorized access or processing, taking into account the state of technology, the nature of the data stored and the relevant risks to which they are exposed, regardless if they are due to human action, the physical or natural means. The measures shall include, without limitation, hardware, software, recovery procedures, backup copies and digital or hard-copy information extracted from personal data.
- g) That if any transfer of data at international level is required for the performance of the supply, work or service, the Supplier undertakes to inform ENEL, with proper advance to allow ENEL to apply for the relevant authorizations, without which the Supplier shall not perform any transfer.

23.4. Without prejudice to the provisions of letter (e) above, if ENEL authorizes the subcontracting of some services to third parties, which shall imply that such third parties may access the personal data referred to in this paragraph, the Supplier acknowledges that, before the subcontracting, the Parties and the subcontractors shall subscribe a Contract, through which they expressly accept to undertake the responsibility for the proper processing of the personal data, with the same provisions as those set out in this section, as well as the performance of all those obligations arising from the data protection regulations.

23.5. The Supplier undertakes to hold ENEL harmless against any claim, to the extent that such claim arises from the failure by the Supplier to comply with the provisions of this section, and the Supplier accepts to pay any amount arising from sanctions, fines, indemnifications, damages and interests incurred by ENEL as a result of such non-compliance.

#### 24. VENDOR RATING.

According to the provisions of the General Part of this General Terms and Conditions of Contract.

#### 25. GLOBAL COMPACT.

According to the provisions of the General Part of this General Terms and Conditions of Contract.

#### 26. CODE OF ETHICS.

##### 26.1 General.

The ENEL Group, in the management of its business activities and of the relationships with third parties, complies with the provisions of the "General Principles for the Prevention of Criminal Risks". The Supplier, in the management of its business and relationships with third parties, undertakes to comply with such principles or other equivalent ones.

These principles, as well as the remainder of the Code of Ethics, are available at: <https://www.enelchile.cl/es/inversionistas/a201610-codigo-etico-y-plan-tcc.html>

##### 26.2 Conflict of interests.

26.2.1. The Supplier (if it is a natural person) signing the Contract, declares:

1. That he/she does not hold, within the ENEL Group companies, any Senior Management office (director, senior manager with strategic duties), nor he/she is an employee of the company or an auditor of the ENEL Group;
2. That none of his/her family members, relatives within the second degree, spouse not legally separated, cohabitant, spouse or children of his/her partner, bound to him/her by a blood tie or a relationship, are employed in one of the ENEL Group companies;
3. That the Supplier as well as his/her family members (spouse not legally separated or first-degree relatives) did not hold nor are currently holding, in the last twenty-four (24) months, any office in the Public Administration or in Public services bodies which had direct relations with the activities carried out by any of the ENEL Group companies (awarding of a concession, control activities, etc.).

26.2.2 The Supplier (if it is a legal person<sup>[1]</sup>), signing the Contract declares:

That as a result of the knowledge of its company structure, none of the persons belonging to its governance, management or supervisory bodies (including trusts):

- a. Is a member of the Senior Management or of the Management Bodies or of the Audit Committee, nor an executive with key roles in the ENEL Group companies, nor is a relative within the second degree, spouse, partner, child of a spouse or partner, or dependent persons (whether by kinship or marriage) of the aforementioned members.
- b. Is an employee of an ENEL Group company, nor is a relative within the second degree, spouse, partner, child of a spouse or partner, or dependent persons (whether by kinship or marriage) of such employee.
- c. Held or currently holds, whether by him/herself or his/her relatives (spouse not legally separated or first-degree relatives), in the last twenty-four (24) months, any office in the Public Administration or in Public services bodies which had direct relations with the activities carried out by any of the ENEL Group companies (awarding of a concession, control activities, etc.).

26.2.3 The Supplier undertakes to inform ENEL of any change occurred to the information declared before the signature of the Contract, when or after he/she holds the active status of Supplier.

##### 26.3 Integrity Clause.

- a) By submitting the bid and/or accepting the Contract, the Bidder/Supplier,<sup>[2]</sup> declares that

<sup>1</sup> Public bodies, companies listed on the stock exchange, banks and the companies under their control are not bound by this declaration.

<sup>2</sup> That the Legal Representative of the Company in his/her own right, on behalf of (a) the owner and the technical director, in case of individual companies; (b) the partners and the technical director, in case of business partnerships;; (c) the partner and the technical director, in case of limited companies; (d) the managers holding powers of representation, the

- to acknowledge the commitments undertaken by ENEL S.p.A. and the companies directly or indirectly controlled by ENEL (hereinafter "ENEL"), specified in the Code of Ethics, the Zero Tolerance Anti-Bribery Plan (ZTC), the Human Rights Policy, in order to comply with the relevant principles in the performance of its business activities and in the management of the relationships with third parties;
  - <sup>[3]</sup> that , to best of his/her knowledge, he/she is not subject to any criminal proceeding in relation to tax crimes, crimes against the public administration, crimes against property, crimes against the personal freedom or the public order, environmental crimes;
  - <sup>[4]</sup> that he/she is not subject to any criminal investigation in respect of any matter, fact, or unlawful conduct constituting tax crimes, crimes against the public administration, crimes against property, crimes against the personal freedom or the public order, or environmental crimes
  - to be aware and to authorize- for the purposes of assessing the professional conduct of the declarant and of the relevant Company, according to the second and third paragraph above - that ENEL may independently collect more information, in order to assess the accuracy of the statements reported, considering the necessary existence of duties of loyalty for the Company involved.
- b) The Bidder/Supplier undertakes to promptly inform and to provide all the relevant documents to ENEL:
- 1) If he/she becomes aware of the opening of any criminal proceedings, referred to in the second paragraph of letter a) above;
  - 2) If he/she becomes aware of the opening any criminal investigation, referred to in the third paragraph of letter a) above.

ENEL reserves the right to examine, at its discretion, the aforementioned information, in order to assess the professional conduct of the Bidder/Supplier and of the relevant Company.

## 27. GOVERNING LAW.

The Contract shall be governed by the Law of Chile and any dispute or difference arising from, related or connected to the Contract, including its existence, validity or termination shall be submitted to arbitration, according to the Procedural Arbitration Rules of the Arbitration and Mediation Center of Santiago applicable at the relevant date, and following the criteria below: (a) the arbitration court shall be made up of one arbitrator appointed by mutual agreement of the Parties. If no agreement is reached, the Parties confer special and irrevocable power to the Chamber of Commerce of Santiago AG to appoint, upon written request of any of the Parties, the arbitrator among the members of the arbitration body of the Arbitration and Mediation Center of Santiago. (b) the arbitrator shall act as a de jure arbitrator in relation to the settlement of the dispute and as an arbitrator ex aequo et bono in relation to the procedure. (c) no appeal shall be allowed against the resolutions of the arbitrator. The arbitrator shall be entitled to decide within the scope of its competence and/or jurisdiction. The proceedings shall be carried out in Spanish.

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technical director and the natural person of single-member companies, or the majority shareholder in case of companies with less than four members, in case of other type of enterprise or consortium, **of the Company where they perform their office** and, where applicable, **on behalf of the Parent Company and of the** (e) owner and the technical director, in case of individual companies; (f) the partners and the technical director, in case of business partnerships; (g) the partners and the technical director, in case of limited companies; (h) the managers holding powers of representation, the technical director and the natural person of single-member companies, or the majority shareholder in case of companies with less than four members, in case of other type of enterprise or consortium, **of the Parent Company**.

<sup>3</sup> In relation to him/herself and the persons listed in point 3.

<sup>4</sup> In relation to him/herself and the persons listed in point 3.