

This “ANNEX XIV ARGENTINA” shall apply to contracts for the purchase of goods, services or works entered into between the ENEL Group companies and the Supplier, as these terms are defined in this document, and the Contract shall be governed by the laws of the Argentina Republic.

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1. SCOPE.

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

2. DEFINITIONS.

The following terms, when capitalized in this document, shall have the following meanings, except if the context requires otherwise.

- 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, after the proper completion of the Preliminary Inspection.
- Goods:** products, equipment or materials purchased by ENEL from the Supplier under the relevant Contract.
- Certificate:** document issued according to the procedure set out in the Contract, by which ENEL agrees to the invoicing of a part of the price of the Goods, work or service actually carried out.
- Schedule:** document establishing the deadlines of the main activities to be performed by the Supplier to fulfill the contractual services. Such schedule shall specify the start and end dates of each activity, with which the Supplier shall comply. The Schedule shall meet the Performance Period and shall not be modified without the prior written authorization of ENEL.
- Inspector:** person appointed by ENEL within the Contract or by written notice to the Supplier, who shall be fully authorized to give instructions and receive information as a representative of ENEL, but who shall not be authorized to accept any change to the Contract. In particular, the Inspector shall monitor, inspect and supervise the Supplier's compliance with the Contract. The Inspector shall be granted the required powers to fulfill all of his/her duties arising under the Contract. The Supplier shall comply with all instructions given by the Inspector and shall provide all information required, granting the Inspector unlimited access to its facilities and to the works executed or in progress. Furthermore, the Inspector may delegate its duties to third parties, in full or in part, by written notice to the Supplier.
- Stamp Tax:** tax imposed on any document or contract, either paid or subject to economic assessment, formalized in the different provincial jurisdictions and in the Autonomous City of Buenos Aires.
- Preliminary Inspection:** is the procedure to be carried out at the Supplier's facilities, in those of its subcontractor or at other sites, to be defined in writing by ENEL, pursuant to which the tests set forth in the Contract for the Goods, materials or equipment to be inspected before being transported and entered into the Worksite, shall be performed. The Preliminary Inspection shall not imply acceptance of the Goods, nor the full or partial Provisional Acceptance of the contractual work or service.
- Invitation to Bid:** document issued by ENEL to request a bid in accordance with the Commercial Terms and the Technical Specifications set out in the relevant contracting procedure.
- Bidder:** natural or legal person(s), or association or group of persons presenting one or more bid(s).
- Quality control plan:** document issued by the Supplier specifying the procedures, processes and human and material resources that shall be employed to perform the Contract.
- Inspection point program:** document to be attached to the Contract specifying the different inspections, tests, trials or examinations to be carried out on the services provided or to be provided by the Supplier. The Contract may establish that the Inspection Point Program shall be proposed by the Supplier and accepted in writing by ENEL.
- Provisional Acceptance:** document for provisional acceptance, as defined in the General Part of these General Terms and Conditions of Contract.
- Delivery Note:** commercial document containing a list of Goods supplied and certifying their delivery.
- Quality Assurance System and Quality Control Plan:** system establishing the requirements to be met by the Supplier for the effective and proper performance of the Contract, concerning quality assurance, without discharging the Supplier from its liability to comply with the specifications, the code of practice and the applicable regulations. The Quality Assurance System and Quality Control Plan shall be submitted by the Supplier to ENEL, which may accept it or request any amendments deemed necessary.
- Worksite:** is the property or location where the Goods shall be delivered or the works/services performed, according to the provisions of the Contract.

3. LANGUAGE.

The original version of this Annex Argentina shall be the version drawn up in Spanish.

4. FORMALIZATION.

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

5. CONSTRUCTION AND HIERARCHY.

5.1 All matters regulated by this Annex shall be governed first 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 these General Terms and Conditions of Contract.

6. COMMUNICATIONS.

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

7. ECONOMIC TERMS AND CONDITIONS.

7.1 Prices

7.1.1 The price shall be set out in the Contract, which shall specify the applicable type (e.g. unit prices, lump sum, etc.). Such price shall be fixed, specified, given and constant, except as otherwise provided by the Contract, and shall include any cost, expense, utilities, fee, levy or contribution, national, provincial and municipal taxes, professional fees and national and/or provincial social security contributions, present or future, to be paid for execution of the work, performance of the services and/or supply of the Goods, including, but not limited to, the gross income tax and the Stamp Tax, excluding VAT or any tax replacing it in the future.

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

- Direct and indirect labor.
- Basic, executive or project engineering.
- Machinery and associated personnel.
- Depreciation of machinery.
- All equipment and materials to be incorporated into the works.
- All equipment and materials required to execute the works, that shall not be incorporated into them.
- Transport to/from the workplace, of personnel, equipment, materials and resources.
- General expenses and utilities.
- Taxes, levies and other applicable taxes.
- Expenses incurred by the Supplier for programming, inspections and tests, control of materials, control of execution, tests, acceptances and other analyses.
- Full execution of all works and services in compliance with the technical specifications and the other contractual documents, as well as with the applicable law and the code of practice.
- 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 guarantees and insurances.
- Management and achievement of Licenses and authorizations.

7.1.3 Any other cost or expense required for the supply of the Goods, the execution of the work or service in accordance with the applicable specifications, whether they are services expressly provided by the contractual documents or other services not expressly included but required to render the Goods, work or service compliant with such specifications, the applicable regulations and the code of practice. The personnel costs shall include all the tools required for the execution of the Contract, as well as the equipment required for its protection, security (PPE, personal protective equipment, etc.) and the proper performance of the works.

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

7.1.5 The prices shall be broken down by price of services, price of materials and relevant taxes according to the applicable legislation. This shall not affect the lump sum nature of the price, if such method is applied in the Contract, it being understood that the price breakdown is carried out for certification purposes.

7.1.6 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.

7.1.7 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 duly authorized ENEL representative.

7.1.8 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 twenty percent (20%) of the Contract amount, according to the following criteria:

7.1.9 The new delivery date, where applicable, shall be set out by mutual agreement of the Parties.

7.1.10 If the extension, modification or reduction proposed by ENEL, for just cause, represents an overall increase or decrease exceeding twenty percent (20%) of the Contract price, the Supplier may accept or reject them, but in the latter case ENEL shall be entitled to terminate the Contract and to entrust the provision of Goods or the execution of the service or work to third parties, or to its own staff.

7.1.11 Upon request by ENEL, the Supplier shall include unit price scales in its offer, if ENEL deems it necessary, during execution of the Contract, that the Supplier carries out additional works, services or supplies 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 7.1.2 and shall be applicable where it is not possible to fix a different price or where required by ENEL. The negotiation of the new price and any failure to reach a mutual agreement in relation thereto, shall not entitle the Supplier to refuse to promptly execute such item according to ENEL's order.

7.1.12 Additional works may only be performed upon prior written work order by ENEL.

7.2 Price changes and adjustments.

The prices shall always be fixed. In exceptional cases, price adjustments shall be allowed, provided that the Contract provides the criteria, formulas and procedures to be applied.

7.3 Invoicing.

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

- a) The price of the supply, service or basic work.
- b) Any work contracted with direct labor prices as a complement to what has been agreed in the Contract.
- c) Adjustments of amounts 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 relevant readjustment formula shall be provided.

7.3.1.1 The following invoice method for Goods and services shall apply:

7.3.1.2 After written approval of each Certificate, the Supplier shall submit the relevant invoice. In the period between the invoice submission date and its payment, the respective amounts shall not be modified and therefore no readjustment or surcharge of any nature shall accrue. ENEL shall be entitled to deduct from the payment of the invoices any amount charged by the Supplier for any reason, including, but not limited to, penalties or indemnifications.

7.3.1.3 ENEL shall not accept the issuance by the Supplier of Credit Invoices.

7.3.1.4 The invoices shall specify the number of the Contract and the Certificate or Delivery Note, amount invoiced, rebates, special discounts, Supplier's registration code with ENEL, where appropriate, C.U.I.T. (tax ID number) and any other information required by ENEL. Failure by ENEL to reject or challenge the invoices submitted by the Supplier within a certain period of time shall not be construed as an acceptance or approval of such invoices, and the Supplier waives invocation of the presumption set forth in section 1145 of the Civil and Commercial Code or any regulations replacing it in the future.

7.3.1.5 Without prejudice to the invoicing system and the payment terms, the Supplier may submit an electronic invoice, according to the requirements of General Resolution 2584 of the Federal Administration of Public Revenues, as amended. Electronic invoices may be submitted by e-mail; however, this submission shall not discharge the Supplier from its obligation to submit the invoices at the address specified by ENEL in the Contract. If the Supplier chooses the aforementioned invoice system, this shall be maintained throughout the term of the Contract or until this system is operational.

7.3.1.6 All invoices and, where applicable, the relevant supporting documents shall be submitted to the address specified by ENEL in the Contract.

7.4. Payment terms

7.4.1 Upon approval by ENEL of the fulfillment of all contractual terms and conditions, the invoices received shall be paid within the term specified in the Contract, in accordance with the applicable law.

7.4.2 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.

7.4.3 For all purposes, the payment date shall be the date on which ENEL issues the transfer order, regardless of any other date, such as the payment receipt date or date of entry into the Supplier's account, etc.

7.4.4 All invoices and payments shall be made in pesos. In the case of prices in US dollars or in any other foreign currency, the exchange rate published by the Bank of the Argentine Nation on the day before the payment shall apply. If the invoice is issued in pesos and due to the application of the aforementioned exchange rate, should any discrepancy arise between the invoiced and received amount, the Supplier shall issue a credit or debit note or the document required by ENEL to reflect such discrepancy for accounting and tax purposes.

7.4.5 ENEL shall not make any payment until the Supplier certifies, to ENEL's satisfaction, that it has taken out insurance and delivered the Advance Payment Guarantee and the Performance Guarantee.

7.4.6 In case of rejection of the invoice by ENEL, the payment shall be suspended and shall only be made within thirty (30) days following the date of rectification of the situation leading to the prior refusal by ENEL, and the submission of the new invoice, whichever comes later.

7.4.7 The cost of the Stamp Tax levied on the Contract shall be borne equally by the Parties, except in case of objective or subjective tax exemption, in which case the Party that is not subject to such exemption shall pay the corresponding part of Stamp Tax.

7.4.8 If the Stamp Tax is due, ENEL shall pay it in full and the amount equal to fifty percent (50%) of such Stamp Tax shall be deducted from the first invoice(s) the Supplier submits to ENEL, until the respective amount is reached.

7.5 ENEL's lien.

7.5.1 The payments payable by ENEL to the Supplier may be withheld, in full or in part, and without accruing interest, in the following cases:

- a) Failure to certify the performance or non-performance by the Supplier and/or its subcontractors of their labor and/or social security obligations.
- b) The existence of labor claims by employees or former employees of the Supplier and/or its subcontractors, invoking joint and several liability as a result of the application of the applicable labor legal standards.
- c) The actual existence or the potential risk that any legal action may be taken by a third party against ENEL, due to any fact, act or omission by the Supplier and/or third parties for whom the Supplier is responsible, in relation to the Contract.
- d) Imposition of penalties by administrative authorities due to causes attributable to the Supplier.
- e) Damages to the Goods of ENEL as a result of the Supplier's negligence or that of third parties for whom the Supplier is responsible or caused by objects under its custody or ownership.
- f) Failure to take out or maintain the applicable insurance policies.
- g) Failure to provide the Advance Payment Guarantees and/or the Performance Guarantee.
- h) Material or repeated breach of the Supplier's obligations provided by the Contract.

7.5.2 The withholding of payments for the aforementioned causes shall not authorize the Supplier to suspend, in full or in part, the execution of the works.

7.5.3 ENEL shall be entitled to apply the funds withheld to directly settle the claims or penalties from third parties, judicial or administrative authorities. This includes legal and defense expenses incurred by ENEL in relation to which the withholding occurred, notwithstanding that this shall not entitle the Supplier to make any claim. After termination of the situation leading to the withholding of funds, if any amount remains pending, this shall be paid by the Supplier without charging any interest or applying any readjustment.

7.5.4 Notwithstanding the foregoing, ENEL shall require the performance of the Supplier's obligations provided by the Contract.

8. TAXES.

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

9. EXECUTION.

9.1 Overview.

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

9.2 Inspections, tests and assays

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 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 Quality Control includes all actions, activities and procedures required to provide 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 technical standards and code of practice.

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

9.3.3 Before initiating the manufacturing process or completion of the work or service contracted, the Supplier shall submit a Quality Control Plan (as per ISO 10.005, ISO 9.001 or equivalent) for approval, at the request of ENEL, including the Inspection Point Program, as well as the list of applicable operations and procedures.

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

9.3.5 During 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 compliance.

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

9.3.7 Compliance with 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 signing date.

9.4.2 Goods.

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

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

9.4.2.3 Components or parts rejected after an inspection carried out by ENEL at the Supplier's premises shall be clearly identified and the Supplier shall ensure that they are not included in the supply.

9.4.2.4 To perform the delivery, the Supplier shall send the Delivery Notice to ENEL, to the attention of the contact person or of the acceptance manager specified in the Contract, well beforehand, 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 of the contact person.
- Date and location of manufacturing of the equipment or materials available to ENEL.

- Likewise, the Supplier shall 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 mandatory Shipping Authorization after the Preliminary Inspection, issued by ENEL. 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 completed in accordance with DDP (Incoterms, CCI 2010) at the destination point set out in the Contract. As regards deliveries, properties, insurance, etc., the terms shall be construed in accordance with 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 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 to the consideration due for the additional storage and insurance expenses.

9.4.2.8 Once ENEL has received the material or equipment, 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 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 The signing of the Provisional Acceptance shall not be construed as a waiver by ENEL to make claims against the Supplier for any apparent, latent or hidden defect of the Goods.

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

9.4.2.11 The Supplier, in the performance of the Contract, shall implement all precautions and measures required to prevent any type of damage, either personal or material, and shall remedy any damages caused.

9.4.2.12 The Supplier shall ensure that none of the components or parts rejected after an inspection carried out by ENEL at the Supplier's premises are shipped as a part of the supply.

9.4.3 **Works and/or services.**

9.4.3.1 The Supplier shall notify ENEL of the termination of the contractual works or services, requesting the issuance of the Provisional Acceptance.

9.4.3.2 Within ten (10) days, the Parties shall carry out a joint examination of the works or service executed and shall sign the Provisional Acceptance Certificate, provided that the works or services have been duly executed according to the provisions of the contractual documents. In case of non-substantial faults or delays which may jeopardize the persons or the goods, ENEL may provide the Provisional Acceptance, provided that the Supplier remedies such deficiencies or faults within an agreed term.

9.4.3.3 If the Supplier, despite having been summoned, does not take part to the Provisional Acceptance, the Certificate drawn up by ENEL shall have the same effect as if it had also been signed by the Supplier.

9.4.4 **Final Acceptance of works and/or services.**

9.4.4.1 After the expiration of the warranty period specified in the Contract, if no hidden or apparent defects or faults are found or if they have been remedied, to the satisfaction of ENEL, the Supplier shall notify ENEL of the expiration of such period, requesting the Final Acceptance. Upon receipt of the request, ENEL shall notify the Supplier of the date set for the Final Acceptance, which shall occur within thirty (30) days from receipt of the notification by ENEL.

9.4.4.2 ENEL shall verify the status of the contracted work or service and that it complies with the requirements, performing the relevant tests.

9.4.4.3 If the Supplier, despite having been summoned, does not take part in the Final Acceptance, the Certificate drawn up by ENEL shall have the same effect as if it had also been signed by the Supplier.

9.4.5 **Management**

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

9.4.6 **Period of Performance.**

9.4.6.1 The Period of Performance in which the Supplier shall complete the works, services and/or supply the Goods shall expire on the date specified in the Contract.

9.4.6.2 The Period of Performance is of the essence for ENEL and shall be strictly observed by the Supplier. The performance and completion of the works, services and/or the supply of Goods and the execution and performance of all works require in relation thereto, shall comply with the Schedule.

9.4.6.3 No extension of the Period of Performance shall be granted, except if such extension is mutually agreed in writing by the Parties.

9.4.6.4 If the Supplier decides, on legitimate grounds, to perform the works during the night or on official holidays, the Supplier shall request the relevant approval from ENEL at least three (3) days in advance. However, the Supplier shall comply with the restrictions and/or the terms set out by the applicable law. If the aforementioned approval is granted, the Supplier shall not be entitled to any additional compensation for such works. All the works to be carried out at night shall be performed according to the relevant applicable law. The Supplier shall bear the extraordinary costs, expenses and fees that ENEL may pay to the control and inspection personnel, as well as any other expense incurred by ENEL due to the tasks to be performed at night or on official holidays in relation to Supplier's works.

9.4.6.5 The Supplier shall carry out the works in full compliance with the Schedule, and the Supplier shall meet the overall deadlines and milestones set out in such document.

9.4.6.6 ENEL shall grant the Supplier access to the Worksite throughout the period agreed in the Contract for the commencement of works or services. This Work Authorization shall imply authorization to access the Worksite and shall specify the date and requirements deemed appropriate by ENEL.

9.4.6.7 Before commencement of the contractual activities, supplies and works, the Supplier shall deliver to ENEL the list of personnel, the pre-employment examinations, collect materials, install its Workshop, transport the Materials and/or Equipment, all in compliance with the Schedule, as well as the guarantees and insurance specified in the respective sections of these General Terms of Contract.

9.4.7 Permits and Authorizations.

It is the sole responsibility of the Supplier to manage and obtain any permit, license, approval and authorization (the "Authorizations") required by any national or provincial law, municipal regulation or resolution by any public or private body for the execution of the works, services and/or for the supply of the Goods in accordance with the provisions of the Contract, and to pay all expenses, contributions, rights, duties and other costs due. These Authorizations shall be required, without limitation, for (i) supply of the Goods or execution of the service or work, (ii) access, transport operation and removal of equipment, materials, spare parts and other Goods for the execution of the work, service and/or supply of the Goods, including if take place in port areas, (iii) performance of the works and services covered by the Contract and under the Supplier's responsibility, whether carried out by its own personnel or by its subcontractors' personnel, and (iv) fulfillment of the legal requirements for the access, transport, operation of equipment for the execution of the works, services and/or for the supply of the Goods and their removal, as well as other rights and according to the tasks performed by the personnel in charge of executing the work.

9.4.8 Transfer of ownership and risk.

9.4.8.1 Goods.

The Supplier shall be liable for any apparent or hidden manufacturing defect throughout the term of the Contract, including the Warranty Period and until the date specified by the applicable law (of these, whichever is longer), without prejudice to the relevant legal or contractual liabilities.

9.4.8.2 Works and/or services.

The Supplier shall be liable for any apparent or hidden defect, throughout the term of the Contract, including the Warranty Period, and until the date specified by the applicable law, without prejudice to the relevant legal or contractual liabilities.

9.4.9 Certifications.

9.4.9.1 Daily Work Reports.

9.4.9.1.1. On a daily basis, and according to the terms agreed for the Inspection, the Supplier, together with and under the supervision of the inspector, shall measure the supplies and services performed in compliance with the Contract.

9.4.9.1.2. Within two (2) days, the Supplier shall prepare the Daily Work Report specifying such measurements, according to the instructions given by the Inspector, and shall submit such Report to the Inspector for review and approval.

9.4.9.1.3. The review of any Daily Work Report submitted after the deadline shall be postponed for the same number of days of delay of its submission.

9.4.9.1.4. In case of any discrepancy, the Daily Work Report shall be delivered only adapting it to the results of the Review.

9.4.9.1.5. The monthly overview of the Daily Work Reports approved during the calendar month and valued with the prices of the offer is called "Certificate of Work and Services".

9.4.9.2 Advance certification.

Where the Contract provides that the certification of work and services shall be made in advance, the following procedure shall apply:

- a) ENEL, through the Chief Inspector, shall measure and establish, on a monthly basis or during the agreed period, the amount of works or services performed through the last day of the respective month or period. This operation shall be carried out within the first five (5) days after the applicable

month or period, with the support of the Supplier. The Supplier shall provide, at its own cost and expense, the personnel and the materials required to carry out the measurements required. The measurements shall be included in a measurement certificate to be approved by ENEL.

- b) Within five (5) days after both Parties have signed the measurement certificate, provided in letter a) above, the Supplier shall deliver to ENEL a Certificate setting out the works or services performed and validated within such document, specifying the degree of progress and the corresponding percentage of the Contract price, applying the form provided by ENEL in accordance with the following criteria:
- In the case of works or services contracted under unit price, the amounts to be certified shall be calculated by multiplying the number of Goods and/or works and/or services actually performed for the corresponding unit prices. The material collected by the Supplier at its Workshop shall not be considered as progress in the work or service, nor shall it be subject to certification, except as otherwise provided by the Contract.
 - In the case of works or services contracted under lump sum, these shall be certified for the overall value agreed.
- c) ENEL shall approve this Certificate within ten (10) days. Once the Certificate has been approved, the Supplier may issue the relevant invoice. In the absence of a decision, the Certificate shall be construed as accepted.

9.4.9.3 Certification of fulfillment of milestones.

The Supplier shall submit the Certificates of fulfillment of the milestones to ENEL's address specified in the Contract, within five (5) days from the month in which the milestone was fulfilled, for their written approval, which ENEL shall grant within ten (10) days after submission of the documents. No partial fulfillment of the milestones shall be certified. Once the Certificate has been approved, the Supplier may issue the relevant invoice. In the absence of a decision, the Certificate of fulfillment of the milestones shall be construed as rejected.

9.4.9.4 Certification of Goods.

The Goods shall be received by the signing of a Delivery Note. However, the signing of the Delivery Note, certifying receipt, shall not imply the acceptance of the Goods by ENEL. The acceptance shall take place once ENEL has inspected, tested and examined all the Goods, verifying that they comply with the terms set out in the Contract, and issued the Provisional Acceptance Certificate. The written approval of the Goods shall be considered a Certificate for the purposes of this Contract. However, this shall not relieve the Supplier from its role as agent, nor shall it discharge the Supplier from its obligations during the Warranty Period, including if the Goods show apparent or hidden defects of any kind upon acceptance and including if no express objections were made in the Delivery Note. However, the Supplier shall be liable for hidden defects and encumbrances as provided by law and by the provisions of the Contractual Documents. In all cases the Goods shall be free of any lien and encumbrance of any kind whatsoever.

9.4.9.5 General provisions on certification.

9.4.9.5.1 If the Certificate submitted by the Supplier is challenged by ENEL, the Supplier shall modify the document accordingly, so that it complies with ENEL's requirements, and shall resubmit the certificate to the approval procedure.

9.4.9.5.2 Any dispute related to an item, work or milestone shall not be included in the certification until the dispute is settled.

9.4.9.5.3. The ratification of any Certificate shall not imply approval by ENEL of the works, services, supplies or any other service provided by the Supplier, or their explicit or implicit approval or the ENEL's waiver of its right to require, at any time, the correction, repair or replacement of any work or Goods non-compliant with the provisions of the Contract, and of the right to require that the Supplier performs its obligations during the Warranty Period.

9.4.9.5.4. Considering that the Supplier undertakes a performance obligation that shall be complied with upon Final Acceptance, all payments made shall be construed as advance payments of the Contract price.

9.4.9.6 Procedure to obtain the certification.

9.4.9.6.1 The services or works under contract shall be paid by ENEL according to the monthly certification or progress of the works, for payment purposes, based on the following procedure:

- a) After the completion and approval of the works and/or services, these shall be confirmed by the preparation of the certificate of works and services which shall be issued by ENEL. These certificates shall specify the penalties for non-compliance incurred during the relevant period. Therefore, the Supplier shall specify in the Delivery Note the services performed and approved by the User Management of works and/or services, which shall accept or reject it within three (3) business days from its submission.
- b) The Certificate of Services duly approved by the User Management of the Contract, allocated and valued, shall be submitted by the Supplier, together with the relevant invoice to the Registry Office

for Incoming Submissions, located in San José 140, Planta Baja, Capital Federal, Monday through Friday from 09:00 a.m. to 5:00 p.m.

- c) To obtain the certificate of works and services to be issued by ENEL, the Supplier shall submit, amongst other things, the labor documentation and the guarantee and insurance policies required by the Contract, specified in the "Insurance" section.

9.4.9.6.2. Failure to submit the documents specified in the previous paragraphs shall affect and hinder the relevant Certification; please note that the fulfillment of the labor obligations is a condition under the Contract.

9.4.9.6.3. The foregoing is without limitation and ENEL, at its sole discretion, may require any other additional document it deems appropriate.

10. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING.

10.1 The Supplier, in its bid, shall specify the activities proposed for outsourcing and the suggested subcontractor(s), together with the technical and financial documentation required to the Bidder in the Invitation to Bid, which shall constitute part of the technical competence for the subcontractor's approval.

10.2 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. ENEL shall not be liable to any subcontractor or assignee, or their personnel, for any claim directly or indirectly arising in relation to the Contract; therefore, the Supplier is obligated to ENEL to make all possible efforts to avoid the submission and/or processing of these claims. Accordingly, the Supplier shall be liable to 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 a material breach and shall entitle ENEL to terminate the Contract due to Supplier default, without prejudice to any other legal remedy available to ENEL.

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

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

10.5 ENEL reserves the right to reject any subcontractor or assignee it finds unsuitable during the progress of the works.

10.6 Failure, in full or in part, by the Supplier and/or the subcontractors, to perform any of their obligations undertaken hereunder or to comply with any term, liability, legal or contractual obligation, guarantee, work progress program and deadline agreed, set out in the General Terms of Contract, or in the Contract, shall entitle ENEL to terminate the Contract, without previous questioning and without any right to indemnification for the Supplier and/or the subcontractor.

10.7 ENEL shall be entitled to claim compensation from Supplier of any damages, or for any other reason, due to this non-compliance.

10.8 The termination shall be without prejudice to any other rights or remedy of ENEL, including its right to complete the works by itself or by contracting another third-party supplier, at the expense of the Supplier, and to apply the relevant sanctions.

10.9 Once notified of the Contract termination, ENEL shall calculate the total payable to the Supplier for the entire service or supply performed until that date, as well as the indemnification that the Supplier shall pay to ENEL for the damages caused by its default.

10.10 After establishing both amounts, ENEL may offset the amount due from the Supplier as compensation for the damages, with all credits due to the Supplier up to the value of this latter amount.

11. ASSIGNMENT OF RIGHTS AND CREDITS.

11.1 ENEL may, with the sole requirement of notifying the Supplier, assign its rights and obligations arising from the Contract to any ENEL subsidiary company.

11.2 The Supplier, if allowed by the applicable law, and with the prior and explicit consent of ENEL, may assign its rights and obligations arising from the Contract.

12. SUPPLIER'S OBLIGATIONS.

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

13. SUPPLIER'S LIABILITIES.

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

14. SUPPLIER'S WARRANTIES.

14.1 Without prejudice to the obligations provided by these General Terms of Contract and by the Contract, the Supplier warrants:

- a) That the Goods supplied shall be free from any design, manufacture, operational or performance defects.
- b) That the Goods supplied shall be suitable for their intended use and that they shall work properly, throughout their lifetime, on a regular basis and with the performance, capacity and other features specified.
- c) That the contractual Goods are free from liens and encumbrances and, in particular, that they are free from lien or encumbrance, are not mortgaged or pledged as collateral without transfer or subject to any other lien or encumbrance related to industrial or intellectual property or of any nature whatsoever.
- d) Unless otherwise specified in the Contract, the Supplier shall warrant the transfer of the intellectual property required for proper use of the Goods supplied.
- e) That the works or services shall be performed properly, in accordance with all relevant plans and specifications, the applicable law and the rules of good practice.
- f) That the works or services performed shall be in excellent condition and that the facilities installed work perfectly and properly.
- g) That the Supplier has legitimate rights to the licenses and permits required in relation to software, for itself or as a member of another job, subject to contract, and that such right may be transferred to ENEL.

14.2 The Warranty Period of the Goods and 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.

14.3 If the Warranty Period expires earlier than six (6) months from the commissioning of ENEL's main facility for 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 Goods supplied by the Supplier were repaired or replaced, in which case they shall be subject to a warranty period equal to the Warranty Period. Under no circumstances shall this imply higher costs for ENEL.

15. PENALTIES.

15.1 The Supplier shall pay the penalties set out in this section, in case of breach of its obligations. These penalties are cumulative for each breach, and except as otherwise provided by the following subsections, they may not exceed ten percent (10%) of the Contract price, except in case of arrears. If such limit is reached, ENEL shall be entitled to terminate the Contract according to the applicable law.

15.2 Penalty for delay.

The penalties for delay may not exceed fifteen percent (15%) of the Contract price. If such limit is reached, ENEL shall be entitled to terminate the Contract.

15.3 Penalty for failure to meet the deadline for delivery of the documents.

If the Supplier does not meet the deadline set out in the Contract for delivery of the documentation, a penalty equal to three per thousand of the Contract price for each day of delay in relation to each document delivered late shall apply.

15.4 Penalty for failure to meet deadlines during the Warranty Period

If the Supplier does not meet the deadlines set out for the performance of its obligations during the Warranty Period, a penalty equal to zero point five percent (0.5%) of the Contract price for each day of delay shall apply, whilst the percentage provided by the aforementioned Clause shall not apply.

15.5 Penalties for sanctions from the Supervisory Authority.

If ENEL is sanctioned with a fine by the National Regulatory Body for Electricity (ENRE), the Government of the Autonomous City of Buenos Aires, a Municipality, or any other body with supervisory authority, ENEL shall charge such amount to the Supplier, in addition to other expenses arising from such fine, if the fine is applied due to a fault of the Supplier, its employees or its subcontractors, or arising from or in relation to the performance of the Contract.

16. SUSPENSION AND TERMINATION OF THE CONTRACT.

16.1 ENEL may terminate the Contract, in full or in part, if any of these situations occur:

- (i) The Supplier files for bankruptcy and/or is declared bankrupt upon request of a third party; and/or
- (ii) The Supplier requires the opening of reorganization proceedings with creditors and/or signs an arrangement with creditors; and/or
- (iii) The Supplier transfers all or a substantial part of its assets to its creditors; and/or
- (iv) A seizure or injunction is ordered on the Supplier's assets, which prevents the Supplier from fulfilling its obligations in accordance with the terms and scope of this Contract; and/or
- (v) The transfer of contractual rights or obligations by the Supplier without the prior explicit approval of ENEL; and/or
- (vi) The Supplier has been sanctioned or may be sanctioned with fines equal or exceeding the amount established in section 15 as threshold amount for fines.
- (vii) Failure to perform any of the Supplier's obligations under the contract.

16.2 In the cases specified in paragraphs (i) to (iv) of section 16.1, the Contract shall be lawfully and automatically terminated upon occurrence of the aforementioned circumstances, without need for any notification.

16.3 In the cases specified in paragraphs (v), (vi) and (vii) of section 16.1, ENEL may terminate the Contract after notification by ENEL to the Supplier, and the Supplier shall have five (5) business days to remedy the relevant breach, unless other provisions of this Contract provide a shorter period of time for a specific breach. Failure to remedy the breach within the stated period shall entitle ENEL to terminate the Contract due to Supplier's negligence, by sending a notification to the Supplier.

16.4 In case of termination, due to Supplier's negligence, the following shall apply - notwithstanding any other remedy provided by this Contract:

- (i) ENEL shall suspend the payments due to the Supplier;
- (ii) The Supplier shall vacate the Worksite and ENEL shall immediately take possession of the works executed until that moment, as they are at the time;
- (iii) The Supplier shall deliver to ENEL a detailed list of all the Equipment and Materials covered by any order, as well as copies of the purchase orders for the equipment and materials supplied and not supplied;
- (iv) The Supplier shall demobilize, at its cost and expense, and shall send to ENEL, at its cost and expense, the equipment and materials supplied and not supplied specified in paragraph (ii) above, intended to be incorporated in the works and services;
- (v) The Supplier shall deliver to ENEL all technical documentation in its possession on the works and services;
- (vi) The Supplier shall pay to ENEL all amounts charged for any fine, without prejudice to the right of ENEL to apply deductions on outstanding invoices for works executed and verified;
- (vii) ENEL shall issue the Provisional Acceptance Certificate for the part of Goods, works and services completed according to the Contract within fifteen (15) calendar days from the Contract termination date. The Supplier shall warranty such part of the Goods, works or services for the full Warranty Period;
- (viii) ENEL may contract one or more third parties to complete provision of the pending Goods, works and services;
- (ix) The Supplier shall pay to ENEL all damages arising from the termination of the Contract, including, but not limited to, the greater cost incurred by ENEL to complete the works and services through third parties which may not be offset by amounts deducted by ENEL;
- (x) ENEL may enforce all available warranties.

16.5 Upon request of ENEL, the Supplier shall assign to ENEL, or to a third party appointed by ENEL, the contracts and/or purchase orders specified by ENEL as connected with the Goods, works and services, including contracts with its subcontractors and those for the purchase of equipment and materials.

17. FORCE MAJEURE.

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

18. LABOR LAW OBLIGATIONS.**18.1 Labor documentation.**

18.1.1 The Supplier shall be the only employer of the workers employed in the performance of the Contract and the Supplier shall comply with all relevant labor obligations and liabilities provided by the applicable law. Accordingly, ENEL shall not be responsible for any accident suffered by the Supplier and/or its personnel, during or as a result of the works.

18.1.2 From the commencement of execution of the Contract, the Supplier shall contact the Labor Affairs Department of ENEL, which shall establish where the Supplier is required to send the labor documentation recorded below for control and approval of compliance with the labor obligations set out in Art. 30 of the Law on Employment Contracts, and in other applicable regulations.

18.1.3 On a monthly basis, according to the schedule established by ENEL and according to the activity carried out or the corporate structure of the Supplier and/or its subcontractors, the following documents shall be submitted:

- a) List of the workers assigned to perform the works, detailed by Contract, zone, area, Branch, headquarter, substation and/or Operational Center, including the following information:
 - Full name and surname.
 - Worker Identification Number (C.U.I.L.)
 - Start date and termination date, in case of separation.
 - Employment category.
 - Professional qualification.(License and Resume)
 - Trade Union organization representing the worker.
 - CLA applicable.
- b) Proof of payment of the salary of workers assigned to execute the Contract.
- c) Proof of filing with the Single Social Security System (SUSS) made before the AFIP (applicable Form 931), signed by the manager(s) of the Supplier or of the subcontractor.

Throughout the term of the Contract signed with ENEL, the Supplier shall not use payment plans or other payment facilities in relation to the deductions and contributions for Social Security granted by the relevant bodies, or sign payment arrangements with other entities due breach of its labor obligations in relation to the personnel assigned to execute the Contract. This, because the due date for fulfillment of the obligations arising from such payment methods extends beyond the term of the Contract, preventing ENEL from verifying the actual fulfillment of the obligations undertaken.

- a) Proof of payment of the union fee (Law n. 23.551), where applicable.
- b) Proof of deposit to the Unemployment Fund - Where applicable (Law n. 22.250).
- c) Proof of deposit of the union contribution to FAECYS, where applicable.
- d) Proof of deposit of the Occupational Hazard Insurers (ART) rate (Law n. 24.557).
- e) One time, submission of a copy of the contract signed with the ART, which shall be approved by the Insurance Department of ENEL (Occupational Hazard Insurance section, Law n. 24.557).
- f) Copy of the registration with the National Register of the Construction Industry or its activity (Law n. 22.250).
- g) Proof of the monthly deposit to the National Register of the Construction Industry or its activity.
- h) Proof of deposit of the insurance premium of A.R.T. and/or Personal Accidents.
- i) Proof of deposit of the annual fee for the National Register of Postal Service Providers (if carrying out an activity related to the postal sector).
- j) Proof of the existence of a bank checking account for each worker, issued by the bank.
- k) Designation of a Hygiene and Safety manager, Law n. 19.587, Sect. 3.

- l) Sworn statement certifying payment of the fees and contributions arising from the employment relationship, regarding the personnel assigned to execute the Contract, for the period subject to audit, signed by the Certified Public Accountant and legalized. It shall be acceptable that the sworn statement is signed by the Accountant, in his/her professional capacity. The pertinent legalization need only be formalized there is a change of accountant.

18.1.4 In particular, the Supplier shall inform the ENEL Labor Affairs Department of if any employee assigned to perform the contractual tasks is dismissed, and the Supplier shall deliver the following documents:

- a) Proof of payment of the final settlement.
- b) Proof of delivery of the work certificate, and of the contributions and payments, clearly indicating that the contributions were actually made.
- c) In case of direct dismissal without cause, supporting documents also certifying payment of the compensatory items.
- d) In case of direct dismissal with cause, the dismissal report.

18.1.5 Once the documentation has been received, ENEL reserves the right to object to the payments made by the Supplier, either due to the incorrect framework of the Collective Labor Agreement, employment category, calculation criteria for the settlement, including, but not limited to, improper cause for dismissal. ENEL may ask the Supplier to pay these amounts in accordance with the applicable law, otherwise ENEL would do so by itself, and consequently, may retain the amount paid by ENEL for the certification of the Supplier's services.

18.1.6 ENEL reserves the authority to apply the relevant fines and/or sanctions specified in the Specific Terms of Contract in case of breach by the Supplier of the Personnel Hiring and Dismissal procedures, and of strict administrative and labor control, which include the block of certifications and/or the application of pecuniary sanctions.

18.1.7 On-site inspections.

ENEL may carry out on-site inspection and audits on the Supplier's personnel and/or those of its subcontractors, in order to verify the performance of the labor obligations. The Supplier shall provide support in the performance of such tests; otherwise, it shall be considered a material breach of the Contract.

18.1.8 Operational Audits.

If any abnormality is found in the performance of the labor obligations, ENEL shall be entitled to perform operational audits at any premises of the Supplier and/or its subcontractors, who shall perform the required actions to facilitate the task of the personnel appointed by ENEL.

18.1.9 Supplier's Occupational Indemnity.

18.1.9.1. The Supplier shall entirely satisfy, with its own assets, and hold ENEL harmless of any judicial and/or extra-judicial labor or civil claim, regardless of the cause, relating to work accidents, dismissal, non-payment or differences of earnings, illness, etc., of its personnel or those of its subcontractors.

18.1.9.2. If the Supplier is not able to provide ENEL with suitable documents certifying the full payment of the amount claimed within forty-eight (48) hours after notification, ENEL shall be entitled to withhold from any payment owed to the Supplier an amount equal to the sum claimed, plus the amounts that ENEL requires to cover costs, interest and other expenses related to the claim. Under no circumstance shall this withholding obligate ENEL to pay any interest. ENEL may use the withheld funds to pay the amount claimed, without prejudice to the indemnity obligation undertaken by the Supplier.

18.1.9.3. The Supplier shall hold ENEL harmless, and shall, in case of claim, make all reasonable efforts to relieve ENEL of any type of liability.

18.1.9.4. In case of final judgment against ENEL, the Supplier or both parties, in a legal proceeding, the Supplier shall promptly pay the amounts determined, otherwise ENEL may pay the pertinent amount, with the funds withheld or any credit owed to the Supplier.

18.1.9.5. Furthermore, the Supplier shall monitor strict compliance with the legal provisions on Occupational Hygiene and Safety, providing its personnel with suitable training and with all safety equipment required for the works.

18.1.9.6. Failure to perform the obligations set forth above shall affect the return of the guarantees held by ENEL, and ENEL shall be entitled to report violations to the Law Enforcement Authority and the relevant social security bodies .

18.1.9.7. The Supplier shall comply with all occupational provisions, orders and laws in force or enacted by the competent Authority in the course of works. The Supplier shall remain up to date with all payments of wages, salaries, retirement contributions, social security contributions, insurance, etc. due to the personnel employed by the Supplier or its subcontractors and the Supplier may not deduct any amount that does not respond to the fulfillment of such provisions, orders and laws, or resolutions by a competent Authority.

18.1.9.8. The Supplier shall not be entitled to any compensation from ENEL due to loss or damage of equipment, facilities and other assets, either if caused by force majeure, acts of third parties or of the Supplier. In the event of damage to ENEL's assets due to acts or omissions of the Supplier, ENEL may enforce the Supplier's liability, deducting the value of the damages suffered from any of the payments due to the Supplier.

18.1.9.9. A reasonable request by ENEL to the Supplier for the replacement of any workers hired by the Supplier or its subcontractors shall not constitute legitimate grounds for non-compliance with the services covered by the Contract.

18.1.9.10. The Supplier shall have the infrastructure required for the proper and correct performance of the service, and for its supervision. In this regard, the Supplier shall send a detailed list of the monitoring carried out at each control center to ENEL, on a monthly basis, , broken down by shifts.

18.1.9.11. The Supplier shall provide all reasonable support to the Inspector, so that it may coordinate ENEL's works.

18.1.9.12. The Supplier shall have the appropriate communications equipment allowing it to promptly find the work manager twenty-four hours a day.

18.1.9.13. The Supplier shall monitor the clearly identifiable mobile services, such as the security company.

18.1.9.14. Any problem with municipal or law-enforcement authorities arising from the non-possession of this identification shall be the exclusive liability of the Supplier.

18.1.9.15. The Supplier shall be qualified quarterly based on its degree of compliance with: lead time, service quality, safety regulations, personnel equipment. Accidents in workplace and the quantity of fines and sanctions applied shall also be considered. This qualification shall be considered for the extension and/or performance of new bids, and for the early termination of the Contract.

18.1.9.16. This qualification shall be delivered to the Supplier, which may reply to the charges as it deems appropriate.

18.1.10. Training of the Supplier's Personnel.

- The Supplier shall provide training to its personnel, and the Supplier shall hire trainers whose skills and competencies have been approved by ENEL, and the training shall include all applicable ENEL rules and procedures, keeping records thereof, to meet the requirements of the service. Likewise, under the premise of constant improvement, the Supplier shall modify the training according to any change in the personnel, procedures, etc.
- Pursuant to the provisions of Resolution n. 421/2011 of the ENRE, the Supplier shall provide that all its personnel and/or the personnel of its subcontractor(s) be qualified in the subject or work covered by the Contract, at recognized institutions with the prior approval of ENEL. Such qualification shall be sent (in hard-copy) to the HR Training and Development Department of ENEL.
- The Supplier shall submit on a monthly basis to the HR Training and Development Department of ENEL, a detailed management report, according to the requirements set out in the previous paragraphs.
- Standardization of the workers' profiles: The requirements to be fulfilled by the Supplier and applicable to all the workers performing activities for ENEL are:
- Mandatory administration of the following courses: Electrical Risk and Work at Height (for all the workers who, given the nature of their work, are exposed to these kinds of risks), First Aid and CPR (for all workers). In the case of development of specific systems, the personnel shall be trained on the "Safe Development" regulations defined as standards (Secure Software Development Lifecycle).
- Their duration shall be longer than two (2) hours, and the practical activity required shall take place in the Work at Height and First Aid and CPR courses.
- The following documents shall be submitted monthly:
 - Content Manuals for all courses specified in the skills grid, mainly of the three mandatory courses listed in the paragraph above.
 - Annual Training Program: Courses, including their contents and duration, defined by the Hygiene and Safety services managers.
 - Program and Content Manuals of the Induction courses.
 - Skills Grid of all workers, specifying the course attended by each in the last 4 years, and specifying the last date on which each worker attended the training.

Indicating in columns:

- a) Personnel list (name and ID no.)
- b) Job position and title of each.

- c) Qualifications and Trainings, specifying the date when they occurred.
- d) Courses administered; specifying in each case the last date when the training was administered.

- **Delivery location:** HR Training and Development Dep. On a weekly basis, the training administered to the personnel during the relevant week shall be sent to the Training and Development Department of ENEL, specifying the name of the course/activity, the duration (days and hours) and the number of attendees.

18.1.11. **Submission mode:** via e-mail on Thursdays before 12 p.m. The e-mail address shall be provided after the award.

18.1.12. **Wages.**

The Supplier shall be solely responsible for the payment of wages for all of its employees and those of its subcontractors working on the activities contracted, and for the payment of provisional contributions.

19. FINANCIAL GUARANTEE.

19.1 The expenses arising from the establishment of financial guarantee shall be borne by the Supplier.

19.2 The establishment of a guarantee shall not limit the Supplier's liability under the Contract, or in terms of amount and as regards the effective period but shall only represent a means to facilitate their effectiveness.

19.3 If the total price of the Contract is increased during its execution, the Supplier shall submit to ENEL an additional financial guarantee, with the same requirements as those previously specified, covering ten percent (10%) of the increase of the Contract price, within fifteen (15) calendar days from the date said increase is formalized.

19.4 Advance Payment - Advance Payment Guarantee

19.4.1 If the Parties agree that ENEL shall pay the Supplier an advance payment of a percentage of the Contract price, before signing the Contract, the Supplier shall provide, an Advance Payment Guarantee to ENEL, for an amount equal to one-hundred percent (100%) of the amount of the advance payment, therefore providing a bonding insurance policy issued by an Insurance Company authorized by the National Superintendency of Insurers.

19.4.2 The guarantee established by the Supplier shall expire upon Provisional Acceptance of the Contract and shall be returned, upon written request by the Supplier, after ENEL has applied and carried out all relevant deductions and inspections.

19.4.3 ENEL shall not pay the deposit agreed until the Supplier fulfills its obligations to establish the Advance Payment Guarantee.

19.5 Contract Compliance Bond.

19.5.1 Before signing the Contract, the Supplier shall provide ENEL a Bond for the greater amount of the following: i) ten percent (10%) – or the higher or lower percentage specified in the Contract - of the amount of the work, supply or service or ii) the equivalent of three (3) months of invoicing, in both cases by providing a bonding insurance policy or a Bank Guarantee, with the following wording: "To ensure proper, accurate and suitable compliance with the Contract"; and issued by an Insurance Agency or Company authorized by the National Superintendency of Insurers or by the Central Bank of the Argentine Republic, as applicable.

19.5.2 The guarantee established by the Supplier shall expire upon the of Provisional or Final Acceptance date, as provided by the Contract, and shall be returned, upon written request by the Supplier, after ENEL has applied and carried out all relevant deductions and inspections.

19.5.3 If the Supplier does not establish the guarantee specified in this section, ENEL may refuse to enter into the Contract.

- The Compliance Bond shall ensure the timely and proper fulfillment of all the obligations set out in the Contract, including the payment of penalties. The provision of this guarantee to ENEL shall constitute an essential condition for the completion of any payment to the Supplier under the Contract. In case of any change of the scope which entails a modification of the Contract price and/or the Period of Performance, the Compliance Bond shall be modified accordingly in accordance with the new Contract price and/or Period of Performance.
- This guarantee shall be returned to the Supplier within ten (10) days after signing of the Provisional Acceptance of the works, services or Goods, provided that ENEL shall be entitled to retain the guarantee to enforce it due to Supplier's breach.

19.6 Repair Fund Guarantee.

19.6.1 Establishment of the guarantee: A Repair Fund Guarantee shall be established through the withholding of five percent (5%) of the amount of each invoice on the work Contracts and shall be used as a guarantee for any repair, defect, fault or damage which may arise after the beginning of the warranty period and until the expiration of the contractual obligations, since this is the date on which the Final Acceptance Certificate of the work is signed. The Repair

Fund shall be paid within ten (10) days after such Final Acceptance, without calculating any interest, but applying the relevant deductions.

19.6.2 The Supplier may replace the Repair Fund Guarantee with a bonding policy.

19.6.3 In Contracts whose purpose is the performance of works, the repair fund shall be returned upon signing of the Final Acceptance Certificate or after completion of the work and subject to user zone approval.

19.6.4 Service contracts entailing the performance of works and services.

19.6.5 A quality guarantee shall be established by withholding five percent (5%) on the estimated months in which the service entailing performance of works was carried out; the withholding shall be returned after completion of the Contract. In these Contracts it may be possible to replace the withholding with a guarantee which withholds the five percent (5%), on the estimated months in which the service entailing the performance of works and/or services was carried out.

20. INSURANCE.

20.1 Before acquiring insurance, the Supplier shall notify ENEL of the insurer's data and the insurance being acquired, subject to prior approval in writing by ENEL. If ENEL does not grant the written authorization, it shall require the Supplier to acquire other insurance with a company or under the terms and conditions determined by ENEL from time to time, and the Supplier shall not be entitled to claim any cost incurred for purchasing any insurance rejected by ENEL.

20.2 The Supplier and its subcontractors shall take out and maintain in force throughout the term of the Contract, and at ENEL's satisfaction, all the insurance listed below, with companies authorized by the National Superintendency of Insurers.

20.3 The Supplier and its subcontractors shall acquire all insurance required according to any present or future applicable law and cover the insurance risks specified in this section.

20.4 The Supplier shall not be entitled to any right of recourse on the amounts directly paid to ENEL by the Supplier's Insurers.

20.5 List of required insurance.

20.5.1. Workplace Accidents.

20.5.1.1. The Supplier and/or its subcontractors shall acquire insurance against occupational hazards, pursuant to Law n. 24.557 as amended, with an Occupational Hazard Insurer, covering all of its employees, regardless of the hiring modality, complying with all technical, legal and administrative requirements set out in such law and in its regulatory standards.

20.5.1.2. In the affiliation contract with the A.R.T. the following clause shall be included: "Non-recovery clause: ART or the self-insured employer expressly waive their right to initiate any recovery or recourse action against [ENEL] and/or its officers and/or employees and/or workers and/or any other subject which may be included in the future as a result of any change to the Contract, either pursuant to sect. 39.5 of Law n. 24.557 or to any other legal regulations, in relation to the benefits in kind or cash which shall be granted or paid to the employees or the former employees of the Supplier and/or subcontractors, covered by this policy against workplace accidents or occupational disease, suffered or incurred at or during work or during the route from the worker's house to the workplace. [ART] shall reliably inform [ENEL] of any non-compliance with the policy by the insured and in particular in case of non-payment of the insurance by the due date, within ten (10) days from the assessment of such violation.

20.5.1.3. In any case, the Supplier and/or the subcontractors shall prove the record of enrollment with an ART and the relevant payment receipt, of all the personnel assigned to execute the works, services and/or Goods and shall report any hiring or dismissal of such personnel.

20.5.1.4. The Supplier shall indemnify ENEL against any judicial claim initiated by its personnel or by the personnel of its subcontractors and by its consultants or any other person involved in the works, services and/or Goods, if Law n. 24.557 is declared unconstitutional and the application of the provisions of the Argentine Civil Code is determined, on the basis of the precedent of the Supreme Court of Justice of the Nation "Aquino, Isacio c/ Cargo Servicios Industriales S.A." or of any other judicial ruling, or the application of other future legal provisions in relation thereto.

20.5.2. Mandatory Life Insurance.

The Supplier and its subcontractors shall acquire Mandatory Life Insurance for their personnel (Decree/Law n. 1567/74) as well as any other life insurance to be taken out according to collective agreements or other specific trade union provisions.

20.5.3. Personal Accident Insurance.

The Supplier and its subcontractors acting as self-employed workers shall acquire Personal Accident coverage with medical and pharmaceutical assistance, with a limit of at least one-hundred thousand US dollars (US \$ 100.000) or the equivalent in pesos. The beneficiary of this insurance shall be ENEL.

20.5.4. Car Insurance.

20.5.4.1. The Supplier and its subcontractors shall acquire Liability Insurance covering all vehicles used for to execute the respective Contract, covering civil liability for on-board/off-board third parties and goods transported. The

coverage limits shall not be lower than three million pesos (\$ 3,000,000) for working cars and vans, and ten million pesos (\$ 10,000,000) for buses, trucks, trailers and carts.

20.5.4.2. The policy shall contain a clause with the following wording: "If a third party sues ENEL, directly or indirectly, for an accident payable under this insurance, ENEL shall be considered as insured for this purpose. However, if none of the events described above occurs, ENEL shall be considered a third party".

20.5.4.3. If the Supplier and/or the subcontractors acquire insurance broader than the Liability Insurance, the insurer shall waive its right to enforce the right of subrogation against ENEL.

20.5.4.4. ENEL may restrict access to the Worksite to those vehicles of the Supplier or its subcontractors or consultants, whose owner has not fulfilled the requirement set out in this Section.

20.5.5. **Supplier's Equipment Insurance.**

20.5.5.1. The equipment, machinery or tools used by the Supplier or its subcontractors to execute the works, services or Goods, shall be insured against any risk for their replacement value, and such insurance shall cover the civil liability with a limit of fifty thousand US dollars (US \$ 50,000). For the coverage of material damages, the insurer shall waive its right to subrogation against ENEL.

20.5.5.2. For the Liability Insurance, the following wording shall be included: "If a third party sues [ENEL], directly or indirectly, for an accident payable under this insurance, [ENEL] shall be considered as insured for this purpose. However, if none of the events described above occurs, [ENEL] shall be considered a third party."

20.5.6. **Civil Liability Insurance**

20.5.6.1. The Supplier and its subcontractors shall acquire a Civil Liability Insurance policy against damages resulting from any of the tasks performed, including Goods under surveillance, custody or control and coverage for their unexpected and accidental contamination and/or pollution. This policy shall also include Civil Liability Insurance coverage for the equipment to be insured, which shall be in addition to the specific policy. The limit of the coverage shall not be lower than one million US dollars (US \$ 1,000,000) for each event, and of two million US dollars (USD 2,000,000) annually.

20.5.6.2. The policy shall contain a clause with the following wording: "If a third party sues [ENEL], directly or indirectly, for an accident payable under this insurance, [ENEL] shall be considered as insured for this purpose. However, if none of the event described above occurs, [ENEL] shall be considered as a third party".

20.5.7. **Transport of Goods Insurance**

20.5.7.1. The Supplier and its subcontractors shall acquire insurance for the transport of Goods and Materials and/or equipment, from any place in the world to the Worksite and vice versa, as well as transport within the Argentine Republic. This policy shall cover ENEL and/or the Supplier and/or its subcontractors.

20.5.7.2. This policy shall be full coverage insurance for the Materials and/or Equipment, and shall cover any means of transport, either by sea, river, train, truck or mail.

20.5.7.3. The coverage limit shall be equal to the maximum risk incurred by the load transported and the excesses shall not exceed zero point twenty-five percent (0.25%) of the total value of the shipping.

20.5.8. **Self-insurance.**

20.5.8.1. Self-insurance shall be allowed for those Suppliers submitting a copy of the Joint Resolution of the National Superintendency of Occupational Hazards and Insurers authorizing self-insurance. Likewise, the documents delivered shall be approved by the ENEL Insurance Department.

20.5.8.2. On a monthly basis, the Supplier shall properly confirm payment of the premium to the relevant ART (Occupational Risks Insurer).

20.5.8.3. If the Supplier's company is structured as a Cooperative and meets the requirements for employees provided by INAC Resolution n. 360/75, the Supplier shall comply with the provisions of paragraphs 20.5.1, 20.5.8.1 and 20.5.8.2

20.5.8.4. Pursuant to Sect. 1 of Resolution n. 360/75 production or work cooperatives may not use the services of direct employees, except in the following cases:

- a) The overload of tasks which requires the cooperative to use the services of non-members, for a period not exceeding three (3) months.
- b) The need to use the services of a qualified technician or specialist for a particular task, notwithstanding that this service may not exceed six (6) months.
- c) Seasonal works, for a period not exceeding three (3) months.

20.5.8.5. Once the stated periods have expired, the organization may not contract the services of non-member workers further, unless such workers join the organization as members."

20.5.8.6. If the cooperative has no direct employees, the risks assumed by the members of the cooperative shall be covered by a personal accident policy for death and disability, where ENEL is the only beneficiary, to the extent that its interest may be insurable", and such policy shall include a clause specifying that it shall not be modified or terminated without the prior consent of ENEL. Furthermore, the policy shall include the following clause:

"The parties agree and acknowledge that, contrary to the provisions in clause..... in relation to the establishment of the primary Beneficiary, according to the express requests of the Insured, this Annex expressly sets out that ENEL shall be the only beneficiary of this policy within the limits of its liability, towards the Insured, for any accident that occurs in the performance of the tasks relating to this contracting and/or circumstances which may give rise to any liability for ENEL.

This policy may not be modified and/or terminated without the prior consent of ENEL.

The insurer shall promptly notify ENEL of any failure of the Insured to pay, at least fifteen (15) days before the date in which such default may cause the termination or invalidity of this policy, in full or in part. If the Insured does not fulfill the obligations set out above, the policy shall remain in full force and effect if the insurer fails to perform its obligation to promptly notify ENEL within the fifteen (15) day period mentioned above."

20.5.9. Bonding policy for custody of materials owned by ENEL.

20.5.9.1. Prior to commencing the contract activities, the Supplier shall acquire a bonding policy for custody of materials in favor of ENEL, for a variable amount of pesos depending on the ENEL materials that ENEL has delivered or will deliver to the Supplier, to be used in compliance with this clause. Such policies shall cover any and all material that ENEL delivers which is held by the Supplier and/or is to be allocated to the commissioned works. Accordingly, the relevant amounts shall be periodically reviewed.

20.5.9.2. The discharge of the obligations shall be specified in the Provisional Acceptance Certificate, before which the Supplier shall have completed the return of the materials.

20.5.10. Comprehensive Construction Insurance.

If required by the Contract, the Supplier shall take out a "COMPREHENSIVE CONSTRUCTION" policy on behalf of the Supplier and/or ENEL and/or subcontractors, if any. These policies shall include the following features, as well as coverages A, B, C, D, E, F and G.

The insured amount shall be equal to the sum of the materials and labor included in the Contract.

Where applicable, the following coverages shall be included:

- Damages to the properties surrounding the construction site .
- Cross Liability.

Likewise, any extended test, commissioning and maintenance period shall be considered.

20.5.11. Terms of the insurance.

- a) The Supplier, its subcontractors and/or its consultants shall provide ENEL, at least fifteen (15) days before the work commences, the services and/or supply of Goods, with the mandatory policies and the respective payment receipts.
- b) Where applicable, all policies shall indicate ENEL as the beneficiary.
- c) No deductibles excluded by these General Terms of Contract or by the Contract shall be allowed.
- d) All insurance acquired by the Supplier, its subcontractors and/or its consultants shall include a clause where the insurer promises to refrain from modifying the terms or terminating the policy without informing ENEL by registered letter or other means sent to ENEL's address with thirty (30) days prior notice.
- e) The insurance companies with which the insurance contracts have been acquired shall be authorized according to the provisions of the applicable insurance law of the Argentine Republic and shall satisfy ENEL.
- f) No insurance taken out by the Supplier and/or its subcontractors shall release the Supplier and its subcontractors of their liabilities undertaken under the Contract.
- g) If the insurance companies refuse, in full or in part, to pay the compensation for a claim in relation to which the Supplier, its subcontractors and/or their consultants are liable, the Supplier shall pay the damages suffered, plus any expense related thereto.
- h) In the case of claims, the Supplier, subcontractors and/or their consultants shall cover the deductibles set out in the respective insurance contracts, if they are liable for the event.
- i) The Supplier, its subcontractors, and/or their consultants, even though insurance has been acquired, shall take all precautions and measures to prevent damages to the Materials and/or Equipment received from ENEL.
- j) The Supplier, its subcontractors, and/or their consultants shall comply with all requirements set out in any insurance contract. If as a result of the failure by the Supplier, its subcontractors, and/or their consultants to comply with the requirements of all insurance contracts, a loss

related to a claim is not compensated, in full or in part, the Supplier and its subcontractors and/or their consultants shall pay the uncompensated loss.

- k) If the Supplier fails to acquire or maintain in force the insurances acquired previously or within the Contract, ENEL, without prejudice to any other right or remedy available, may contract, maintain in force or re-contract such insurances, pay the required premiums, invoice the relevant amounts to the Supplier and withhold the amounts paid at any time, suitably adjusted, in relation to any payment due to the Supplier, or enforce any of the guarantees provided by these Terms.
- l) The Supplier and its subcontractors shall cooperate with ENEL and provide all information and documents required by ENEL for the purpose of covering the indemnifications due under the insurance.

21. INDUSTRIAL AND INTELLECTUAL PROPERTY.

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

22. CONFIDENTIALITY.

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

23. PROCESSING OF PERSONAL DATA.

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

24. VENDOR RATING.

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

25. GLOBAL COMPACT.

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

26. CODE OF ETHICS.

26.1 General.

The ENEL Group, in the management of its business activities and relationships with third parties, complies with the provisions of the "Guidelines for the risk prevention plan". The Supplier, in the management of its business and relationships with third parties, shall comply with such principles or other equivalent ones.

These principles, as well as the remainder of the Code of Ethics, are available at www.edesur.com.ar.

26.2 Conflicts of interest.

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 is he/she 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 kinship or affinity, 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 in the last twenty-four (24) months and are currently holding, 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 ^[1]), signing the Contract, declares:

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

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, or an executive with key roles in the ENEL Group companies, or 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, or 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 in the last twenty-four (24) months or currently holds, whether by him/herself or his/her relatives (spouse not legally separated or first-degree relatives), 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 shall inform ENEL of any change that has occurred to the information declared before the signing 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 ^[2] declares
 - that he/she acknowledges 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 and in the Corporate Criminal Liability Compliance plan, in order to comply with the equivalent principles in the performance of its business activities and in the management of relationships with third parties;
 - ^[3] 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 personal freedom or the public order, environmental crimes, allegations of bribery or corruption, or any other crimes listed in sect. 1 of Law 27.401;
 - ^[4] 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
 - that he/she is aware of and authorizes- 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 fiduciary obligations for the Company involved.
- b) The Bidder/Supplier shall 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.
 - 3) Any other information, not included in this article, which due to its relevance should be reported to ENEL.

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 Company involved.

² That the Legal Representative of the Company in **his/her own right**, **on behalf of** (a) the owner and the technical director, in the case of individual companies; (b) the partners and the technical director, in the case of business partnerships;; (c) the partners and the technical director, in the case of limited companies; (d) 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 the case of other type of enterprise or consortium, **of the Company where they hold their position** 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 the case of business partnerships; (g) the partners and the technical director, in the 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 the case of companies with less than four members, in the case of other type of enterprise or consortium, **of the Parent Company**.

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

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

27. GOVERNING LAW.

The Contract and all the matters arising from the Parties in relation or in connection thereto, shall be governed in accordance with Argentine law, to which the Supplier and ENEL expressly submit.

28. JURISDICTION.

Any dispute arising between the Parties in relation to the construction or execution of this Contract shall be submitted to the exclusive jurisdiction of the ordinary national courts located in the Autonomous City of Buenos Aires, and the Parties expressly waive any other jurisdiction.

29. BUY ARGENTINE LABOR.

Among the companies of the ENEL Group based in Argentina, EDESUR S.A., being a licensee of a public service, is bound by the "Compre Argentino" (Buy Argentine) System. Therefore, within the framework of any contracting carried out, Law n. 27.437, as amended, shall apply, as well as any other applicable administrative provisions.

30. ELECTRICAL SAFETY.

The Supplier shall ensure, where applicable, according to the materials to be supplied, compliance with Resolution S.I.C. and M. No. 92/98, establishing the obligation to obtain the Certificate of Compliance of the Basic Requirements on Electrical Safety in relation to all the low-voltage equipment.

31. DUMPING.

32.1 The ENEL Group companies in Argentina purchase the material under contracting in good faith and relying on the Supplier's compliance with the regulations on dumping set out in the Customs Code of the Argentine Republic.

32.2 If for any reason the competent national authorities establish any anti-dumping duty for the tariff headings included in the bid proceeding, these shall be borne by the respective Supplier.