



**This “Annex XI MEXICO” applies to contracts for the purchase of supplies, services or contracting works (hereinafter, the “Contract”), between the companies of ENEL Group and the SUPPLIER (hereinafter the “Parties”):**

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**1. Scope of application.**

This Annex XI Mexico forms a unit with the General Part, being both documents the General Terms and Conditions of Contract. In this way, for any other provision not included in this Annex XI Mexico, the regulation contained in the General Part shall be understood as applicable.

This Annex XI Mexico is a supplement to the General Terms and Conditions of Contract and shall be governed by the interpretation rules according to clause 5.1 of the present Annex.

**2. Definitions.**

- **Shipping Authorization:** Document issued by ENEL, through which the SUPPLIER is empowered to proceed with the shipping of the equipment or material object of the Contract, or part thereof.
- **Dispatch Notice:** Document issued by the SUPPLIER once all agreed procedures have been followed, informing ENEL that all equipment or material, or part thereof, object of the Contract has been dispatched.
- **Quality Agreement:** Agreement between ENEL and the SUPPLIER according to which the latter has a given responsibility on the acquisition, assuring certain quality levels previously agreed by both parties.
- **Notice to Proceed:** Notice issued by ENEL to the SUPPLIER in which instructs the SUPPLIER to proceed with the activities of the Contract described in the Notice to Proceed.
- **SUPPLIER'S guarantees:** Set of technical and commercial guarantees covering the materials and equipment purchased and/or the contracted civil works or services, which the SUPPLIER specifically undertakes to honour before ENEL.
- **Inspector:** Person or body appointed by ENEL to carry out the inspections at any phase of the Contract execution.
- **Quality Control Plan:** Document issued by the SUPPLIER specifying the processes, procedures, and associated resources that will be applied to comply with the Contract's requirements.
- **Inspection Points Programme:** Document issued by the SUPPLIER and approved by ENEL, in which the various inspections, tests, trials, and checks to be carried out are recorded.
- **Acceptance at Source:** Procedure in which the mandatory tests and checks for the handover of materials are carried out in the presence of ENEL'S technicians or of the person or body authorized by ENEL, in the SUPPLIER'S facilities, those of its sub-contractor, or any other body agreed by both Parties.
- **Acceptance Protocol:** Revision of the mandatory testing protocols that has been previously carried out by the SUPPLIER, through which ENEL'S technicians or the person or body authorized by ENEL approve the shipping of the material in question or, on the contrary, decide to check the results of said protocols through the Acceptance at Source procedure.



- **Quality Assurance System:** System establishing the requirements that the SUPPLIER must comply with in order to develop effectively and correctly the object of the Contract.

**3. Language.**

This Annex was written in Spanish. For all purposes, the Parties agree on using the translation into Spanish of the General Part. However, in the event of discrepancies the provisions of clause 5.3 in the General Part shall prevail. The official version of the General Part is written in English.

**4. Formalisation.**

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

**5. Interpretation and Hierarchy.**

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

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

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

5.4. The Contract contains all provisions and arrangements agreed by the Parties. If any of the provisions of the Contract and their annexes is held invalid, all other provisions shall not be affected and will remain in full force and effect. Titles shall not limit, alter or modify the meaning of this Contract.

No provision of the Contract is to be taken as constituting a strategic alliance or consortium (*Joint Venture*), *partnership* or any other type of de facto or de jure partnership or business association between the Parties or any type of joint venture or any other joint entity.

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

**6. Communications.**

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

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



- 6.3. In the event of changes in the address for communications, the Party must inform the other Party and said change will take effect 48 hours following the communication.

**7. Financial conditions.**

**7.1. Prices.**

7.1.1. In all cases, the Contract Price includes all materials, services, and civil works necessary for carrying out the purchase of materials, the contracted service and/or civil works. Subject to the adjustments to the Contract Price expressly allowed therein, it is considered that the SUPPLIER has carried out research and has agreed on any and all conditions and circumstances that affect or might affect the Contract Price (including but not limited to the nature and characteristics of the work to be developed, the location and the environmental, seismic, and weather conditions prevailing in the site where the services and/or civil works will be carried out, the presence of other contractors and sub-contractors or other facilities therein, the soil and subsoil conditions, the topographical conditions, the local practices, codes, existing locations and facilities -if any-, the general working conditions in the site where the services and/or civil works will be carried out and in other places, access roads, surface conditions, rights and permissions, etc.) and that the SUPPLIER has determined the adequacy of the Contract Price in compliance with said conditions and circumstances and waives any claims for an increase in the Contract Price based on said conditions and circumstances.

7.1.2. In all cases, prices shall be indicated in the Contract:

7.1.2.1. The Price includes all services and/or civil works necessary for carrying them out, apart from the applicable taxes, financial guarantee costs, insurance and other guarantees.

7.1.2.2. ENEL shall not pay for any materials, equipment or civil work not included in the Contract if their execution was not previously offered by the SUPPLIER, in writing and with an express description of the price, accepted likewise in writing by a representative of ENEL with the required level of authority.

7.1.2.3. The SUPPLIER shall pay any additional costs incurred in freights, transportation, and packaging, and any other expenses incurred due to the failure to fulfil the delivery and shipping conditions established in the Contract, unless provided otherwise in the Contract.

**7.2. Modification of Prices.**

7.2.1. Prices are fixed and invariable. Any price changes may be made only if provided for in the Contract or required by applicable law. In this last case, it must be demonstrated that: (i) it is due to a change in the Legal Order or a substantial change in the working conditions, that have occurred after the signature of the Contract, generating an unjust enrichment on one of the Parties, (ii) the change produces excessive heavy charges on the agreed service and its compliance is ruinous, (iii) this situation was not foreseeable at the moment of the signature of the Contract, even by an experienced SUPPLIER. Changes in the tax or social security legislation will not be justifications to apply this clause and, consequently, will not allow price modifications.

7.2.2. The Party which deems itself to have been wronged may request the other Party, in a fifteen (15) working day period, a review of the terms of the Contract, for which it shall demonstrate in



written the conditions referred to in the preceding paragraph. In the event that the other Party considers that the Price must not be readjusted, it shall inform this situation and the Contract shall continue to apply without notice to this request, but the Party which deems itself to have been wronged may initiate the process for solving discrepancies according to the Contract.

### 7.3. Invoicing.

7.3.1. Invoices shall not contain crossed out or altered parts and must meet all tax requirements required by law. ENEL may reject the invoices, for which it will have a 10 working day period as of its reception. In this case, the SUPPLIER must submit the invoices and other documents again with the corresponding corrections.

The Parties will keep integral and complete copies of the invoicing records, including catch data, documents, presentations, and all invoices and account statements.

If ENEL objects any charge in the SUPPLIER'S invoice and/or account statement, due to causes other than those mentioned above, ENEL may request any clarification of the invoice and/or the account statement and the following process will be followed:

- a) ENEL shall give notice in writing to the SUPPLIER requesting clarification, within ten (10) working days following the invoice submission, indicating in that document the amount on which clarification is required, and the reasons for which ENEL disagrees on the payment.
- b) The SUPPLIER shall provide a response to ENEL within ten (10) working days after reception of the notice referred to in the preceding paragraph and, if necessary, the SUPPLIER undertakes to carry out all the arrangements and make any effort that are reasonable to obtain the information related to the clarification requested by ENEL.
- c) If the SUPPLIER considers that the reasons for which ENEL disagrees in the payment are justified, it shall proceed to replace, within the five (5) working days following the reception of the clarification request, the invoice and/or the account statement with the corresponding corrections, starting again the deadlines from the reception of the new invoice.
- d) If the SUPPLIER considers that the reasons for which ENEL disagrees in the payment are unjustified, it shall give notice in writing to ENEL within the five (5) working days following the reception of the clarification request, indicating the reasons for which it considers the request to be unjustified.
- e) In case that ENEL agrees with the report indicated in the preceding subsection, it shall proceed to the payment in the terms of this clause. Otherwise, ENEL shall give notice to the SUPPLIER for said request to be submitted the working day immediately following, and resolved by the representatives of the Parties or those appointed by them.

The representatives of the Parties or those appointed by them must know, within the ten (10) working days following its submission, the reasons for the clarification request, and make their best efforts to agree on the terms on which said clarification shall be settled, and if no agreement is reached, discrepancies shall be solved by the means established in this Annex or in the Contract, the actions and rights of each Party to claim its fulfilment remaining in full force.

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



**7.4. Terms of Payment.**

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

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

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

7.4.4. ENEL shall pay the invoices by bank transfer to the account indicated by SUPPLIER in the Contract within a maximum period of thirty (30) working days as of the date ENEL received: i) invoice, ii) supporting documentation for the invoices, if required, and iii) they have not be subjected to clarification and/or correction and/or iv) they have been solved or substantiated. In the case of foreign payments the bank transfer charges shall be borne by the contractor.

7.4.5. All payments made before the provisional acceptance, in accordance with the provision of the Contract, shall be considered payments in advance and shall be discounted from the final price. If no guarantee of the faithful fulfilment of the Contract has been presented, the SUPPLIER must provide a financial guarantee to ENEL at the same time as making each of the potential payments, in compliance with the requirements established in the Contract, to guarantee said payments.

**8. Taxes.**

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

**9. Execution.**

**9.1. General conditions.**

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

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

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



- 9.2.2. Notwithstanding the previous clauses, the tests or trials shall be carried out in accordance with the Inspection Points Programme prepared by the SUPPLIER and approved by ENEL, in all cases in which the Contract specifies it.
- 9.2.3. According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.
- 9.2.4. According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.
- 9.2.5. According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.
- 9.2.6. According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.
- 9.2.7. According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.

#### **Quality control**

- 9.2.8. Quality control covers the set of actions, activities and techniques required to give sufficient confidence that the contracted materials, equipment, civil works or services object of this Contract satisfactorily meet the conditions required by ENEL and, if applicable, comply with the corresponding technical standards.
- 9.2.9. The SUPPLIER shall be solely responsible for quality control, independently of the controls and tests carried out or demanded by ENEL with its own resources or those of a third party. These trials shall not alter the overall responsibility belonging exclusively to the SUPPLIER.
- 9.2.10. Before starting the manufacturing process or the construction of the civil works or provision of the contracted service, the SUPPLIER shall submit, at ENEL's request, a Quality Control Plan for approval.  
  
Once the above mentioned Quality Control Plan has been submitted, ENEL may present its objections within a period of fifteen (15) working days, as per the day following its submission to ENEL, solely for well-founded reasons, and the SUPPLIER must modify the plan with due diligence, making the necessary corrections in accordance with the objections raised by ENEL.
- 9.2.11. During the execution of the Contract, the SUPPLIER shall rigorously and strictly comply with the provisions of the Quality Assurance System and Quality Control Plan approved by ENEL, which reserves the right to carry out any audits necessary to ensure its fulfilment.
- 9.2.12. Once the Contract has been executed, the SUPPLIER shall issue a final Quality Control Report, which must be submitted to ENEL's approval. The content of this report must fulfil the provisions of the Contract and the approved Quality Control Plan.
- 9.2.13. The fulfilment of these quality control conditions shall not relieve the Contractor of its liability for the inappropriate execution of the Contract in any case.





**9.3. Delivery and acceptance conditions.**

**9.3.1. General conditions.**

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

9.3.1.2. If the Contract does not specify a determined date of termination and only establishes the execution or delivery term, this period shall begin as of any of the following dates, according to their order of precedence: (i) date of Notice to Proceed, (ii) date on which the execution of the Contract begins or (iii) date on which the Contract is signed.

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

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

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

**9.3.2. Materials and/or equipment.**

9.3.2.1. Along with each delivery, the SUPPLIER must provide all the final technical documents and trial protocols establishing that the services or civil works comply with the provisions in the Specifications, in the Contract and, if applicable, in the corresponding Technical Standards.

In addition to these documents, the SUPPLIER must certify, if applicable, that the design, raw materials, materials, brands, and types of components are identical to those leading to the approval, if so requested by ENEL.

In order to deliver the elements, the SUPPLIER must send to ENEL, addressed to the contact person or in charge of receiving the elements designated in the Contract, within the twenty-four (24) hours following the shipping, the Dispatch Notice stating the following data:

- a. Contract reference number.
- b. Number of packages sent, indicating the materials contained therein. If these were the last contracted supplies, this should be expressly noted.
- c. Data on the means of transport used and/or the company in charge of transport, with the telephone number of the contact person.
- d. Date and place of commissioning of the equipment or materials.

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

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



The delivery of the materials and equipment shall be made with the INCOTERM method provided in the Contract.

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

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

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

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

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

9.3.2.7. ENEL reserves the right to postpone any delivery or dispatch of the materials or equipment, without such postponement constituting a failure to fulfil the delivery dates. The SUPPLIER shall pay any storage and insurance costs resulting from the postponement in the month following the agreed date of delivery. If the delay be extended any longer, the appropriate compensation for the subsequent storage and insurance costs shall be mutually agreed on.

9.3.2.8. Once ENEL has received the material or equipment, it shall issue a Provisional Acceptance Certificate, which must be signed by both Parties. This Certificate must mention the satisfactory results of the final tests, trials and inspections, or a record must be made of the circumstances in which any deficiencies discovered are substantiated or corrected. The Provisional Acceptance Certificate must be made out within a maximum period of eight (8) calendar days as of the date on which either of the Parties requests it, once all the conditions or activities object of the Contract have been carried out.

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

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

9.3.2.10. Once the Contract has been executed, the SUPPLIER shall issue a final Quality Control Report, which must be submitted to ENEL's approval. The content of this report must fulfil the provisions of the Contract and the approved Quality Control Plan.

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

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

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



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

9.3.3.4. The SUPPLIER may request an extension to the additional term for corrections granted by ENEL, without ENEL being under any obligation to provide for this extension.

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

9.3.3.6. After the Warranty Period passes, the SUPPLIER shall notify ENEL of the expiry of said period and request the issuance of the Final Acceptance Certificate. In view of this request, ENEL shall communicate the established date for the final acceptance to the SUPPLIER, without this period extending further than thirty (30) calendar days as of the receipt of ENEL's notification.

On the date established by mutual agreement for the final acceptance, the state of the contracted civil works or service shall be inspected, in the presence of the SUPPLIER, to check whether it fulfils the required conditions, carrying out the necessary tests.

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

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

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

9.3.3.10. The SUPPLIER must obtain and deliver to ENEL, the documents certifying the successful completion of the civil works before the governmental authorities.

#### **9.4. Changes to contractual terms.**

9.4.1. Any change to the contractual conditions shall constitute an addendum to the Contract. Addenda shall be numbered consecutively. Each addendum shall expressly indicate the clauses it modifies and the new wording agreed by the Parties.

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

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

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

9.5.1.2. The SUPPLIER shall be liable for any hidden defects or factory defects, also during the Warranty Period and up until the period stated in the applicable legislation in the case it is longer, in addition to legal responsibilities and other types of liabilities that may apply.



**9.5.2 Civil works and/or services.**

- 9.5.2.1 According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.
- 9.5.2.2 According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.
- 9.5.2.3 According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.
- 9.5.2.4 According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.
- 9.5.2.5 The SUPPLIER shall be liable for any hidden defects or faults, also during the Warranty Period and up until the period stated in the applicable legislation in the case it is longer, in addition to legal responsibilities and other types of liabilities that may apply.

**10. Assignment of the Contract and Subcontracting.**

- 10.1. In no event shall any contractual relationship be inferred between the subcontractors or assignees and ENEL. The SUPPLIER shall be liable at all times for all the activities of said subcontractors' or assignees' employees and for the fulfilment of the legal and fiscal contractual obligations arising from the execution of the Contract; including any damage or loss caused to ENEL by any of their subcontractors' or assignees' employees.

ENEL shall not be liable in respect of any subcontractor or assignee, or any of their personnel, for any claims arising directly or indirectly from the Contract. To this end, the SUPPLIER undertakes and guarantees to ENEL that it will implement all possible measures to avoid the presentation and/or processing of said claims. Consequently, the SUPPLIER shall be liable towards ENEL and shall hold ENEL free and harmless from any in-court or out-of-court litigation or proceeding against ENEL from any subcontractor's or assignee's employee. The above mentioned indemnity shall be sufficient to cover both the sum that ENEL may be forced to pay, and the expenses or costs of any nature that ENEL is forced to incur as a result of said claim. The SUPPLIER'S failure to fulfil the requirements established in this paragraph shall be considered a serious breach of Contract and shall give ENEL the right to terminate the Contract due to breach by the SUPPLIER, without the need of any judicial decree whatsoever and notwithstanding any other legal action that ENEL may institute.

- 10.2. According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.
- 10.3. According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.
- 10.4. According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.
- 10.5. According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.



- 10.6. According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.
- 10.7. The SUPPLIER shall assign the subcontracts indicated by ENEL if the Contract is terminated for reasons attributable to the SUPPLIER.

ENEL reserves the right to reject, on a judgemental basis, those subcontractors or assignees that it deems inappropriate during the course of the work.

Subcontracts must contain at least provisions for:

- a) Ensuring fulfilment of the work by the designated part according to the specifications and standards of the Contract;
- b) Granting ENEL the right to inspect their works according to the provisions of the Contract;
- c) Ensuring the fulfilment of the employment and security obligations according to the Contract;
- d) Granting the corresponding guarantees in relation to the portion of the service, work or/and equipment;
- e) Requiring insurance policies according to the risk of the portion of assigned service or work;
- f) Ensuring the prior consent of the subcontractor in the event of a subcontract assignment to ENEL under the Contract;
- g) Prohibiting the total or partial subcontracting, except upon SUPPLIER'S and ENEL'S approval;
- h) Ensuring that the contractual relationship with the subcontractor is exclusively with the Contractor, and obtaining the subcontractor's waiver in relation to its right to claim any benefits or payment directly from ENEL;
- i) Being subject to the restrictions for the use of confidential information according to this Contract.

It shall cooperate in good faith to meet ENEL'S requests to include other clauses in the subcontracts in order to adjust them to the well-reasoned risks noticed by ENEL.

For each subcontract, the Contractor shall issue a notice to ENEL confirming the inclusion of the provisions required in this section.

## 11. Transfer of Rights and Credits.

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



**12. SUPPLIER Obligations.**

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

**13. SUPPLIER Liability.**

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

**14. SUPPLIER Guarantees.**

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

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

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

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

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

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

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

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

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

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

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



- 14.12. According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.
- 14.13. If upon expiry of the Warranty Period, at least six (6) months have not elapsed since the commissioning of ENEL's main installation for which the element is intended or that forms part of the object of the Contract, the Warranty Period shall be automatically renewed until such a period has elapsed, unless the materials or equipment provided by the SUPPLIER have required repairs or replacements, in which case, they shall be guaranteed for the same time as the initial Warranty Period. In no case shall this entail higher costs for ENEL.
- 14.14. Once the Warranty Period has elapsed and the Final Acceptance has taken place, ENEL may proceed, for its own exclusive benefit and directly at its own account or with the assistance of third parties, to freely modify or alter the materials and pieces of equipment object of the Contract or the constructions or installations assembled, even if they are subject to licenses, patents or other forms of industrial property in the name of the SUPPLIER, safeguarding at all times the corresponding confidentiality clause attached to them.

## 15. Penalties.

- 15.1. According to the wording in the paragraph of the same name in the General Part of the General Terms and Conditions of Contract.
- 15.2. In the case where not otherwise established, the fine for delay shall be equal to 1.5% of the total Contract value per calendar week of delay, during the first four weeks, and equal to 4% as of the fifth week.

In the case that penalties resulting from the application of the national legislation are considered as having indemnity nature, they shall have it solely with respect to the damages established herein and not to other damage that may be generated, having ENEL the possibility to demand the payment of the corresponding damages and losses.

- 15.3. The sum of fines for delay may not exceed 15% of the total Contract value. ENEL'S right to apply fines shall not limit whatsoever its right to terminate the Contract due to breach.
- 15.4. The collection of the fines shall not imply any limitation to ENEL's right to charge further to the SUPPLIER the costs and extraordinary expenses that it is obliged to pay to third parties as a direct consequence of the delays.

If during the warranty period, ENEL finds it is unable to use or have it available the contracted materials or equipment, or the civil works performed or installations assembled, due to defects, damage or faults that have occurred or been discovered in them, which are not attributable to ENEL, or due to deficiencies in the execution or works that must be carried out to correct them in fulfilment of the SUPPLIER Guarantees, the SUPPLIER shall be sanctioned with the fine established for this purpose in the Contract, or, if this is not expressly established in the Contract, a fine of 0.1% of the total Contract value for each calendar day during which the elements are not available or cannot be used.

- 15.5. The application of the established fines shall not release the SUPPLIER from fulfilling the SUPPLIER Guarantees to its full extent. Consequently, the SUPPLIER shall be obliged to eliminate any technical deficiencies discovered; to pay the corresponding fines; and to replace



the materials and equipment, or repeat or recommence the contracted works or services object of this Contract, as applicable, at ENEL'S request.

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

ENEL shall notify the SUPPLIER of the fine that must be paid, including the sum of the fine and detailing the reasons in writing. The SUPPLIER shall have a period of fifteen (15) calendar days as of the date of notification in which to register any objections it may wish to raise.

Once this deadline has elapsed and should ENEL not accept said arguments, ENEL shall issue and provide the SUPPLIER with a debit note that will be applied to any invoice still to be paid to the SUPPLIER deducting the amount in proportion to the debit note. In the case that it is not possible to deduct the fine amount from an invoice, the established guarantees shall be executed for the corresponding sum, or collection attempted by any other means envisaged in the Contract, Laws or in these General Terms and Conditions, notwithstanding the applicable compensation for damages and losses in favour of ENEL.

Once the Financial Guarantee is executed, the SUPPLIER shall be obliged to reinstate the guarantee to its level prior to the execution.

Until this reinstatement takes place, ENEL shall keep possession of the sum remaining after subtracting the value of the fine from the total value of the guarantee.

If the sum of the initial guarantee is insufficient to cover the sum of the fines, ENEL shall offset the sums from the payments pending to cover the total value of the fines, notwithstanding the reinstatement of the guarantee in accordance with the above.

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

**16. Contract suspension, rescission and termination.**

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

**17. Force Majeure.**

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

**18. Obligations in terms of Employment Law, and Occupational Health and Safety.**

**18.1. General conditions**

- 18.1.1. The Parties agree that does not exist not will ever exist by this Contract any employment or subordination relationship between ENEL and the SUPPLIER'S employees, nor vice versa. The SUPPLIER or, if applicable, the personnel's employer hired by the SUPPLIER for the execution of this Contract, as the case may be, shall be responsible for the obligations





imposed by law as the employer of all members of personnel, including, but not limited to, the payment of salaries and other benefits to which the personnel are entitled in terms of the applicable legislation, as well as all expenses payable to social security.

18.1.2. The SUPPLIER shall be the sole legally responsible entity before ENEL of any labour claims presented by any member of the SUPPLIER'S personnel against ENEL.

The SUPPLIER agrees on safeguarding ENEL against any, individual or collective, legal action or claim, that their respective employees may respectively bring against ENEL, as well as reimbursing and compensating ENEL for any sum it must have been obliged to pay due to said labour claims.

In case that ENEL receives any notification or labour demand from any SUPPLIER'S employee, ENEL shall notify in writing to the SUPPLIER about said situation, without this period extending further than two (2) working days as of the corresponding acknowledgement of receipt of said notification or demand, including a copy thereof, and shall grant powers as wide as required in law in favour of the persons indicated by the SUPPLIER who shall be in charge of the defence of ENEL; the corresponding power along with the information and documentation necessary for the defence shall be submitted to the SUPPLIER by ENEL at the latest within three (3) working days following the notification referred to above.

The SUPPLIER shall have no liability before ENEL in the cases in which ENEL: (i) does not act according to the provisions of the paragraphs referred to above, or (ii) hires consultancy services for the defence to any demand presented against it, in which case its defence, including attorneys' fees, shall be the sole responsibility of ENEL.

The SUPPLIER undertakes to comply with the local legislation with respect to non-discrimination in the hiring of personnel.

The SUPPLIER undertakes to submit, when so required by ENEL, evidence of compliance with all relevant to the following obligations:

- a) Receipts of payment for salaries, vacations, obligatory seasonal payment;
- b) Receipts of payment relevant to Social Security and Income Tax.

The SUPPLIER shall be responsible for signing the collective contracts with the trade unions relevant to the branch of industry to which it belongs according to its business purpose and ENEL may require the SUPPLIER to submit the documentation certifying the compliance to the Contract provisions at any moment.

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

## 18.2. **SUPPLIER obligations in terms of occupational health and social security.**

18.2.1. The SUPPLIER is bound to comply with the provisions of the Occupational Health, Safety, and Environment Annex of the Contract.



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

**18.3. SUPPLIER obligations for Contracts related to subcontracted activities.**

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

**19. Financial Guarantee.**

19.1. Prior to the issuance of the first invoice, if required by ENEL, the SUPPLIER must submit one or more on first demand financial guarantees in favour of ENEL (according to the model included in the appendix of this Contract subject to local legislation and enforced in the country affected by this Annex, granted by a local high-level Bank or a branch of a foreign bank domiciled there, which has been previously accepted by ENEL, for a minimum value equal 20% of the total Contract value (or any other value expressly indicated therein) to ensure the fulfilment of all the obligations derived from the Contract, including the applicable compensations or penalties attributable to it.

In case that another date is established in the Contract, the guarantee or guarantees submitted by the SUPPLIER shall be available up to thirty (30) calendar days after the expiry of the Warranty Period or, if applicable, of the Final Acceptance and, consequently, they shall be returned upon written request by the SUPPLIER and once ENEL has made the relevant discounts and checks. In the case that financial guarantees due to expire on an earlier date are submitted, the SUPPLIER shall extend their validity to meet the required period, renewals shall be carried out with at least forty-five (45) calendar days in advance, otherwise, it will be understood as a contract breach in accordance with clause 16.3.1 m) of the General Part of these General Terms and Conditions of Contract.

In the cases in which the SUPPLIER does not submit the guarantees in the required deadlines, and notwithstanding any other legal action that may be instituted, ENEL may opt to terminate the Contract or suspend their effects until the presentation of a guarantee approved by ENEL, as well as accept other equivalent guarantees offered by the SUPPLIER. In any case, ENEL shall be entitled pursuant to law to allocate all payments due to the SUPPLIER until the 10% of the total Contract value is reached as soon as the SUPPLIER fulfils its obligation of submitting the required guarantees.

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

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

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



**20. Insurance.**

- 20.1 If the Contract is made in the form of consignment materials with the SUPPLIER in ENEL's facilities, the SUPPLIER must take out, in addition to the insurance policies described in the paragraph of the same name of the General Part, insurance against theft or other damage that the deposited materials may suffer, for the whole of the Contract period.
- 20.2 If, in ENEL'S opinion, the insurance cover obtained by the SUPPLIER is insufficient in respect of the risk exposure of the materials or equipment delivered or the works or services provided under the Contract, the SUPPLIER undertakes to revise and modify them as required and in accordance with the conditions of the insurance market.

**21. Intellectual and Industrial Property.**

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

**22. Confidentiality.**

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

**23. Processing of Personal Data.**

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

**24. Environmental protection.**

- 24.1. The SUPPLIER is bound to comply with the provisions of the Occupational Health, Safety, and Environment Annex included as an appendix in this Contract.

**25. Vendor Rating.**

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

**26. Global Compact.**

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



**27. Ethical Conduct Standards.**

**27.1. General conditions.**

In its management of its business and its business relationships with third parties, the ENEL Group follows the principles established in the “ENEL Compliance Program” (Code of Ethics, Zero Tolerance Plan against bribery, Human Rights Policy).

The SUPPLIER undertakes to comply with these principles or other equivalents in managing its business and relations with third parties.

These Principles, as well as the rest of the Ethical Conduct Standard, are available at the address

<http://www.ENELgreenpower.com>

**27.2. Conflict of interest**

The SUPPLIER, in relation to the commitments entered into in the paragraph of the same name “Conflict of interest” of the General Part of these General Terms and Conditions of Contract, undertakes to submit to ENEL the declaration, duly signed, included in Annex 4 “DECLARATION OF CONFLICT OF INTEREST [1] (Legal Person) or Annex 5 DECLARATION OF CONFLICT OF INTEREST (Individuals) of this document.

**28. Applicable Law.**

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

**29. Jurisdiction.**

29.1. For the interpretation, fulfilment and execution of this Contract, the Parties agree on expressly submit themselves to the jurisdiction of the competent tribunals of [Mexico City DF, Mexico](#), with express and irrevocable waiver of any other jurisdiction to which they might be entitled in relation to its present and future address, or any other reason.

29.2. Unless otherwise specified in the Contract, the place of jurisdiction for the disputes arising between the parties, in relation to the interpretation or execution of this Contract is [Mexico City DF, Mexico](#).



## **Appendix IV. OCCUPATIONAL HEALTH, SAFETY, AND ENVIRONMENT ( "Type 1")**

### **1.1 Safety and Environment Policy**

The SUPPLIER and ENEL declare their commitment to work together in order to achieve the goal of "zero accidents".

ENEL accepts and adheres to the principles presented in the «Health, Safety and Environment Policy». Similarly, with respect to the services assigned to the SUPPLIER, ENEL requires that both the SUPPLIER as well as any other person acting on behalf of the SUPPLIER accept, observe, and comply with the Health, Safety and Environment Policy. This is included in the document attached hereto.

### **1.2 General Measures**

The SUPPLIER shall adopt the appropriate measures at all times in order to ensure the necessary safety conditions for its employees and third parties.

Prior to the beginning of the visits, the SUPPLIER must receive a communication or induction talk in which the risks of the facilities and the measures to be taken shall be indicated. At all times, the SUPPLIER must observe the instructions received.

During the visits, the SUPPLIER'S personnel and its subcontractors must observe all the indications included in the preventive signalling.

### **1.3 Membership**

The SUPPLIER must compulsory enrol its workers and its subcontractors' workers as members of the social security, occupational, and risk systems applying to their activities in accordance with the local legislation and must keep them insured during all the period of the visits. If required by ENEL, the SUPPLIER'S personnel and its subcontractors must have a private insurance with coverage for accidents for a previously agreed value.

### **1.4 Personal and Collective Protective Equipment**

When required by ENEL for performing the service visits, the SUPPLIER'S personnel, in accordance with the National Legislation or ENEL'S standards, must provide all their dependent personnel with the protective equipment and working clothes required by ENEL in order to protect them from any possible damage. The personal protective equipment must be certified (ANSI, EN, or equivalent) and must be in working condition for use, ENEL shall carry out inspections to said equipment prior to the beginning of the tasks to ensure that such requirements are met. In addition, the SUPPLIER must verify that its personnel make a correct use of these elements.

### **1.5 Vehicles and equipment**

When performing visits to ENEL'S sites or sites under construction, the SUPPLIER'S vehicles and equipment shall be used only by qualified and authorized personnel. When appropriate, certification,



use or driving license/permission must be presented. ENEL shall check said documentation before beginning the visit.

All vehicles must be in working condition for use.

Within ENEL'S facilities, the use of safety belts for all vehicle occupants is compulsory.

The SUPPLIER must observe the speed limits established in ENEL'S sites.

### **1.6 Documents to be presented**

Prior to the visits to the sites, the SUPPLIER shall present a list with all participants indicating their Identity Document Number and a copy of said document. All SUPPLIER'S employees (workers) and subcontractors must be identified by means of an ID card and a distinctive element of the company.

### **1.7 Training and coaching**

The SUPPLIER must make all its personnel and that of its subcontractors aware of the contractual obligations in terms of occupational health, safety, and environment.

### **1.8 Requirements before an Emergency**

In case of an emergency, the SUPPLIER must follow the instructions provided by the emergency team personnel at the site.

The SUPPLIER must have a list of emergency phone numbers which will help its personnel in case of any eventuality during the visits to ENEL'S sites.

The SUPPLIER must cover all costs associated with the medical assistance and first aids for its personnel and that of its subcontractors.

### **1.9 Environmental Requirements**

The SUPPLIER must prevent harmful environmental impact, always acting in accordance with the national legislation and ENEL'S standards on the subject.

The SUPPLIER must ensure that all waste generated by its personnel within ENEL'S facilities be managed in accordance with the instructions indicated by the site's personnel.

All SUPPLIER'S personnel or its subcontractors visiting ENEL'S sites are strictly prohibited from carrying out hunting, vegetation cutting, or fishing activities, and setting fire at both the working site and its surrounding area.

### **1.10 Failure to fulfil the Occupational Health, Safety, and Environment Requirements**

The SUPPLIER and its subcontractors must strictly comply with all applicable National Laws and Standards in terms of Employment, Occupational Health, Safety, and Environment and ENEL'S applicable standards (included in this document). In case of inconsistency between the Law and



ENEL'S standards, the most restrictive one in favour of health, safety, and environmental protection applies.

The SUPPLIER shall be responsible for the fulfilment of all provisions included in this Contract and the current legal regulations by its subcontractors.

In the cases in which the failure to meet the requirements of Health, Safety, and Environment involves, in ENEL'S opinion, an imminent danger, understood as any situation that creates an evident and manifest damage risk to people's physical integrity or the possibility of severe environmental harm, ENEL may request the immediate correction of the discovery and stop the work until the problem is solved.



## **Appendix IV. OCCUPATIONAL HEALTH, SAFETY, AND ENVIRONMENT (“Type 2”)**

### **1.1 Safety and Environment Policy**

The SUPPLIER and ENEL declare their commitment to work together in order to achieve the goal of “zero accidents”.

ENEL accepts and adheres to the principles presented in the «Health, Safety and Environment Policy». Similarly, with respect to the services assigned to the SUPPLIER, ENEL requires that both the SUPPLIER as well as any other person acting on behalf of the SUPPLIER accept, observe, and comply with the Health, Safety and Environment Policy. This is included in the document attached hereto.

### **1.2 General Measures**

The SUPPLIER shall adopt the appropriate measures at all times in order to ensure the necessary safety conditions for its employees and third parties. The SUPPLIER must instruct its personnel in the safe working procedures to follow during each task.

The SUPPLIER undertakes to provide for a safe and healthy working environment, which protects its personnel, its subcontractors' and ENEL'S personnel, and third parties from any danger associated with the provision of these services. All facilities, equipment, tools, and other elements used by the SUPPLIER for providing the services, as well as the working practices are part of the working environment.

The SUPPLIER is responsible for the occupational health and safety of all persons and private property which are in the Work Site or are in any way related to the work.

Subcontracting third parties for the execution of some activities which is the responsibility of the SUPPLIER in no way excludes or limits the obligations and responsibilities that the SUPPLIER has acquired by means of this Contract or that are related to it. Similarly, it is established and accepted that the SUPPLIER is solely and completely responsible for the fulfilment of this Contract before ENEL, and assumes liability for the damages to third parties arising during the execution of this Contract.

The SUPPLIER must grant its workers the opportunity to express whether they consider that in carrying out the tasks inherent to their jobs in relation to this Contract there are conditions and risks which may cause accidents or damage to the environment. Said communication must be immediately reported to ENEL, so that the Occupational Health, Safety, and Environment Committee, ENEL'S Safety Supervisors, and the corresponding SUPPLIER'S responsible person or committee may assess and correct the discovered situation, if applicable.

The SUPPLIER must have the appropriate methods for providing health, safety, and environmental instructions in the language understood by its and the subcontractors' workers.

Prior to the beginning of each activity, the SUPPLIER must have the Risk Assessment specific to the main phases of the work approved by ENEL. The SUPPLIER must make its and its subcontractors' personnel aware of all the risks they shall be exposed to as part of their work, as well as the means





of mitigation, prevention, and control according to the SUPPLIER'S Occupational Health and Safety, and Environment Plan approved by ENEL. All measures indicated in the Risk Assessment and the SUPPLIER'S Occupational Health and Safety, and Environment Plan must be implemented in order to reduce risks and prevent accidents or environmental damages. The Risk Assessment specific to each work and/or activity must be continuously developed by the SUPPLIER, both during the planning phase and also later when changes in the facilities, conditions, designs, and activities are introduced. No work without its corresponding Risk Assessment shall be authorized.

The SUPPLIER must guarantee that people in charge of carrying out the work are aware of the nature and the extent of the risks that may arise in the workplace facilities. Similarly, the SUPPLIER must ensure that said personnel shall comply with the established safety procedures. ENEL reserves the right to require the removal of any person whose behaviour represents a risk to his/her own integrity or that of third parties.

The SUPPLIER shall be responsible for transporting its personnel to the working areas; consequently, ENEL does not accept or agrees on carrying out this service with its vehicles. In addition, the SUPPLIER shall take into consideration that the personnel must have the appropriate transport according to the number of persons since it shall not be possible to carry out transportation on freight vehicle rear parts (beds).

The SUPPLIER shall be responsible for providing its workers and subcontractors with drinking water and the necessary hygiene resources to prevent diseases.

The SUPPLIER shall prohibit the consumption of alcohol or drugs in the Workplace (including pharmacological products) which are illegal or those that being legal may reduce the capacity to perform the work safely. Similarly, people who report to work under the effects of said substances must be removed from the Site.

The SUPPLIER shall prohibit its employees and its subcontractors' employees from using or possessing any firearm or ammunition in the Site. Firearms or ammunition used by surveillance personnel are excluded from this provision, as long as they have the permits and authorizations required by the applicable legislation.

The SUPPLIER must implement at all times, all the measures that it considers adequate for preventing protests, disturbances, fights, or any misbehaviour or similar among its personnel or those of its subcontractors in order to preserve peace and guarantee the protection of people and their properties. The SUPPLIER must immediately remove from the Site any person who is involved in any of such activities.

All SUPPLIER'S and its subcontractors' employees must be of legal age.

The SUPPLIER must keep statistics of the accident rate and must inform ENEL'S Contract Coordinator about the occupational risk factors related to its activities and tasks, which arise during the execution of the contract and the measures that shall be implemented under its control.

During the first days of each month, the SUPPLIER must present the data on the hours worked and information about the accidents as indicated by ENEL. The SUPPLIER must send to ENEL all the information about Occupational Health, Safety, and Environment required by the country's regulations.

### 1.3 Membership



The SUPPLIER must compulsory enrol its workers and its subcontractors' workers as members of the social security, occupational, and risk systems applying to their activities in accordance with the local legislation and must keep them insured during all the period of this Contract. If required by ENEL, the SUPPLIER'S personnel and its subcontractors must have a private insurance with coverage for accidents for a previously agreed value.

#### **1.4 Occupational Health, Safety, and Environment Plan**

Prior to the beginning of its activity, the SUPPLIER must prepare a written report in which the working and environmental risks for each activity to be developed are assessed (Risk Scenario or Risk Assessment). On the basis of said report, the SUPPLIER must prepare and put into operation the Occupational Health, Safety, and Environment Plan, which consists in a document that details the possible risks and measures to prevent, mitigate, or eliminate the risks during the provision of the contracted service, with the corresponding schedule of activities which shall be carried out in its workplace. This document must be revised and approved by ENEL prior to its implementation. Once ENEL has approved the Occupational Health, Safety, and Environment Plan, all the measures and activities included therein must be carried out.

In order to guarantee the fulfilment and supervision of said Plan, the SUPPLIER must appoint personnel for this purpose. Said personnel must be approved by ENEL taking into consideration the competency required for performing the functions included in the Plan.

Prior to the beginning of the works, the SUPPLIER shall notify ENEL the name of the person in charge of Safety and Environment. In case there are changes during the period of validity of this Contract, they shall be immediately notified to ENEL. For its part, ENEL shall appoint a person from the company as a contact person for issues on Safety and Environment.

The costs arising from the implementation of the Occupational Health, Safety, and Environment Plan, as well as the risk attention for the execution of the activities, must have been budgeted and included in the price established by the SUPPLIER when the offer was presented, consequently, ENEL shall not recognise any additional value for this concept. The SUPPLIER'S obligations, duties, and responsibilities shall not be excluded or limited in any way by the fact that ENEL is aware of this document or any other information contained therein.

#### **1.5 Assessment of the SUPPLIER'S Personnel**

ENEL has the necessary authority to evaluate, prior to the beginning of the works, the knowledge of the SUPPLIER'S personnel and that of its subcontractors on the Risk Assessment document and the measures related to safety. ENEL has the necessary authority to exclude from the execution of the works, in its sole discretion, to any worker whose evaluation was not satisfactory.

#### **1.6 Accident/Incident Report**

The SUPPLIER must immediately notify the Supervisor of the works appointed by ENEL the occurrence of any incident or accident involving death, injury, damage to property, damage to the environment, or exposure to a hazardous substance, and send a complete written report, within the twenty-four (24) hours following the event, stating the site, date and time when it occurred, name of the person(s) affected, injuries suffered, probable causes, damage caused, measures taken, measures to be taken, and any other information it may consider necessary for the knowledge of the facts. This report does not release the SUPPLIER from its responsibilities. In addition, the SUPPLIER



must report the occurrence of accidents to the Government Bodies in accordance with the applicable Local Legal Regulation.

### **1.7 Personal and Collective Protective Equipment**

For performing the activities and providing the service, the SUPPLIER'S personnel, in accordance with the National Legislation or ENEL'S standards, must provide all their dependent personnel with the appropriate protective equipment and working clothes in order to protect them from any possible damage. The personal protective equipment (helmet, gloves, safety glasses, harnesses, etc.) must be certified (ANSI, EN, or equivalent) and must be in working condition for use, ENEL shall carry out inspections to said equipment prior to the beginning of the tasks to ensure that such requirements are met. In addition, the SUPPLIER must check the correct use and quality, and carry out the replacement and appropriate storage of these elements.

The SUPPLIER shall include all safety elements required by the nature of the activity in accordance with the corresponding Risk Assessment.

Prior to the beginning of the activities, the SUPPLIER must train all its personnel and its subcontractors on the correct use of all personal and collective protective equipment.

All the elements described in this subsection shall be subject to inspection by ENEL before and during their use in order to verify that they comply with the applicable safety laws, standards, and/or regulations. In the case that during the inspection it is determined that they do not meet the safety parameters, they shall be immediately removed from the workplace by the SUPPLIER.

### **1.8 Materials, Machinery, Equipment, and Tools**

The SUPPLIER shall supply all materials, machinery, equipment, and tools required by its personnel for the appropriate development and execution of its work, which shall allow them to carry out a safe and high quality work.

All materials, machinery, equipment, and tools shall require regular maintenance and care in order to withstand deterioration due to the environmental conditions prevailing in the workplace. This treatment must include protective material covers, insulation, and others. In addition, they must be equipped with all the elements that ensure their safe use (lights, alarms, protective guards, etc.). The use of machinery, equipment, and tools without these protective devices is prohibited.

The SUPPLIER'S machinery, vehicles, and equipment shall be only used by qualified and authorized personnel. When appropriate, certification, use or driving license/permission must be presented. ENEL shall check said documentation before the beginning and regularly during the activities.

All the elements described in this subsection shall be subject to inspection by ENEL before and during their use in order to verify that they comply with the applicable safety and environmental laws, standards, and/or regulations. In the case that during the inspection it is determined that they do not meet the safety parameters, they shall be immediately removed from the workplace by the SUPPLIER. The SUPPLIER must send to ENEL the information about the materials, machinery, equipment, and tools a week before the beginning of their use, which must be approved by ENEL.

### **1.9 Electrical hazard**



When the activities involve electrical hazard, the SUPPLIER must assess and coordinate the handling of the electrical hazard for each activity of its competence and apply all the necessary measures for the safe execution of the work. The SUPPLIER must comply with all Laws and National Standards on electrical hazard protection and/or the good practice standards required by ENEL, with a preference for the use of the most restrictive one in favour of safety.

### **1.10 Inspection and Monitoring**

ENEL and the Bodies authorized by ENEL may carry out inspections, audits, and tracking of the Contract in the site through its responsible person and with the participation of the SUPPLIER'S occupational health, safety, and environment management supervisor in order to verify the compliance of the necessary control measures in relation to the equipment, elements, workplaces, personnel, and documents necessary for the assessment and application of the Occupational Health, Safety, and Environment standards.

### **1.11 Documents to be presented**

Prior to the beginning of the civil work or service the SUPPLIER shall present a list of all workers with their Identity Document Number. This list must be regularly updated as indicated by ENEL. All SUPPLIER'S employees (workers) and subcontractors must be identified by means of an ID card and a distinctive element of the company.

### **1.12 Induction for workers**

The SUPPLIER shall guarantee that all its workers are aware of the danger and/or restricted areas, in addition, workers must participate in an induction talk on Health, Safety, and Environment, which shall be properly documented.

The SUPPLIER undertakes to instruct its personnel on the field of prevention of accidents in the workplace, environmental accidents, occupational diseases, risks, and dangers that may affect them, and on the way, methods, and systems that must be observed to prevent or avoid them. Accordingly, the SUPPLIER shall develop a workers' health prevention, promotion, and protection and safety policy, as well as the conservation of property and preservation of the environment in accordance with the tasks assigned by the Contract.

### **1.13 Training and coaching**

The SUPPLIER must hire personnel having the skills, knowledge, licenses, and certificates required and necessary for the execution of the corresponding works safely, keeping the records and the appropriate documentation certifying said skills, knowledge and competencies available to ENEL. If it is reasonable, ENEL may require the SUPPLIER to remove any employee from the Site who:  
Carry out his/her activities in an incompetent, unsafe manner or with a high level of negligence, or  
Continuously fails to fulfil the Contract requirements.

The SUPPLIER must replace this person with a suitable worker.



By means of its supervisors or responsible persons, the SUPPLIER must daily carry out an illustration talk addressed to its personnel and its subcontractors before the beginning of the working day and when there is a change of activity or the environmental conditions change during the working day. In this talk, the risks related to the activity and the actions necessary for reducing those risks shall be indicated. This action shall be documented.

The SUPPLIER must make all its personnel and that of its subcontractors aware of the contractual obligations in terms of occupational health, safety, and environment.

The SUPPLIER must maintain a permanent programme of communication and awareness about Occupational Health, Safety, and respect for the Environment.

#### **1.14 Working conditions Requirements**

The SUPPLIER shall be obliged to keep in the working area and for each work a first-aid kit properly equipped, to perform first aid to its workers.

The SUPPLIER must supply, install, and maintain all kind of signals, lights, and guards necessary for protecting its workers and the public security.

#### **1.15 Requirements before an Emergency**

The SUPPLIER must have an Emergency Response Plan whose final version must be approved by ENEL. This document describes the organization, resources, and measures which shall help to control an emergency. The SUPPLIER shall make its personnel and its subcontractors aware of the Plan.

The SUPPLIER must introduce and comply with all fire and explosion standards and regulations required by ENEL or those required by the Competent Authorities.

The SUPPLIER must cover all costs associated with the medical assistance and first aids for its personnel and that of its subcontractors.

#### **1.16 Environmental Requirements**

The SUPPLIER must prevent harmful environmental impact, always acting in accordance with the national legislation and ENEL'S standards on the subject.

The SUPPLIER undertakes to introduce all appropriate measures for preventing damages to the environment during the execution of the work or as a consequence thereof. During its activities, the SUPPLIER shall comply with the Environmental Laws and, if applicable, with the Environmental Impact Study (or similar), or with the World Bank guidelines.

The SUPPLIER must provide for waterproofed structures equipped with a containment system to control possible leaks, spills, and contamination of soils on all surfaces used for storing and handling lubricants, fuels, and chemical products. The SUPPLIER must have the safety data sheets (MSDS) and the data sheets of these materials available to all its employees.



The SUPPLIER must collect oils and chemicals used and package them into barrels or suitable containers to be removed from the site and handled in accordance with the national environmental standards or ENEL'S standards. Similarly, the SUPPLIER must have the appropriate chemical spilling collection equipment. Any chemical spill into the soil or water of the environment must be treated in accordance with the local regulation or ENEL'S standards.

The SUPPLIER and its subcontractors must have an appropriate waste management system, in which the descriptions of containers, collection methods, classification, transportation, and final disposal in sites authorized by the local authorities are included.

In case that the SUPPLIER handles hazardous substances or material such as those defined below, it must carry out an appropriate treatment in accordance with the applicable local regulation or as required by ENEL in order to prevent any damage to health or the environment. It is also clarified that the use of these materials must be previously informed to and authorized by ENEL.

The following substances and materials are considered hazardous:

- Any contaminant material, product, or solid waste, hydrocarbons, toxic substances, waste from any explosive and radioactive or flammable material regulated by any law;
- Any material or product that due to its composition or characteristics is considered a hazardous material or waste in accordance with the applicable law;
- Any oil by-product.

All SUPPLIER'S personnel or its subcontractors present in the site are strictly prohibited from carrying out hunting, fishing activities, and setting fire at both the working site and its surrounding area. Vegetation cutting is only allowed when: it is absolutely necessary, the SUPPLIER has the corresponding permits (licenses) from the authorities and ENEL'S authorization, the SUPPLIER must present the information about cutting to ENEL prior to start said activity. ENEL'S Department of Safety and the Environment shall agree with SUPPLIER the advance period for the delivery of this information.

The SUPPLIER must guarantee that the discharge of hazardous materials and effluents in its activities and those of its subcontractors do not exceed the values required by Local Regulation or ENEL'S Regulations.

Once the service has been provided and after removing all equipment and materials, the SUPPLIER shall clean the site, collecting all metal waste, wood, plastics, etc. Eventual portions of soil contaminated by chemical products and lubricants may need to be moved, treated, and removed from the site in order to deposit them in authorized sites.

In the case of accidental environmental contamination or affectation events, the SUPPLIER'S responsible person must notify ENEL as soon as possible and intervene to apply all possible techniques to mitigate the damages.

### **1.17 Interference in the activities**

During the execution of the work and other related tasks, the SUPPLIER must not interfere with the operations of any other facility or activity which may be near the working site. The SUPPLIER must make all arrangements with the supervisors and operators from those facilities or activities. The SUPPLIER shall be solely responsible for any damage which it may cause to any facility or personnel during the execution of its work and must coordinate with third parties to prevent risks or conflicts at all times.



When activities are expected to be implemented in or near operating plants, the SUPPLIER must previously request and obtain permission by means of a written form. The SUPPLIER must take the necessary precautions, comply with all requirements, and adopt the precautions and safety devices required by the standards and recommended by experience, and that have been designed to prevent and avoid all kind of accidents and incidents. If interrupting the operation of any of ENEL'S plants is required, the SUPPLIER must request permission to ENEL'S Management and obtain it before starting the activities. If the plant has to come into operation suddenly, the SUPPLIER must immediately interrupt the activities and leave the plant in accordance with ENEL'S procedures and practices. In case that the SUPPLIER does not comply with the obligations and cause delays in the execution of the work in relation to the previously established planning, the SUPPLIER shall be liable for the damages to ENEL and third parties.

When more than a SUPPLIER or Subcontractor is present in the working site, they must form a "Permanent Committee for the Coordination of Companies" which shall be coordinated by the SUPPLIER indicated by ENEL. The purpose of said Committee is to assess and reduce, in a coordinated manner, the occupational risks which may arise from the development of the activities of all SUPPLIERS and their subcontractors.

#### **1.18 Failure to fulfil the Occupational Health, Safety, and Environment Requirements**

The SUPPLIER and its subcontractors must strictly comply with all applicable National Laws and Standards in terms of Employment, Occupational Health, Safety, and Environment and ENEL'S applicable standards. In case of inconsistency between the Law and ENEL'S standards (included herein), the most restrictive one in favour of health, safety, and environmental protection applies.

The SUPPLIER shall be responsible for the fulfilment of all provisions included in this Contract and the current legal regulations by its subcontractors.

In order to keep track of the implementation of the measures to control the risk factors of the works of the Contract, ENEL may carry out visits to the working site and request written explanations and reports to the SUPPLIER at any stage.

In the cases in which the failure to meet the requirements of Health, Safety, and Environment involves, in ENEL'S opinion, an imminent danger, understood as any situation that creates an evident and manifest damage risk to people's physical integrity or the possibility of severe environmental harm, ENEL may request the immediate correction of the discovery and stop the work until the problem is solved.

#### **1.19 Termination of the Contract due to failure to fulfil the Requirements Related to Occupational Health, Safety, and Environment**

ENEL, in its sole discretion, has the necessary authority to immediately terminate this Contract when the SUPPLIER and/or any of its subcontractors do not comply with any of the applicable norms or regulations on health, safety, and environment which are in force, including but not limited to the following cases:

The failure to carry out the preparation and/or sending to ENEL of some of the documents on health, safety, and environment required by the Contract or by any applicable norm, regulation, and law,



including but not limited to the documents on Risk Assessment which must be sent to ENEL prior to the beginning of the works or the Safety Plan;

Shortcomings in the execution of the occupational health, safety, and environment plan.

Hiring of unqualified or unauthorized personnel, when ENEL verifies it in some way during the execution of the Contract;

Failure to fulfil some of the provisions, verified in some way by ENEL, for the protection of health and safety at work in relation to: i) use of working tools and equipment, as well as individual safety devices; ii) safety standards of temporary or mobile sites; iii) health and safety warning signalling; iv) manual load handling; and v) any other provision of applicable laws;

Failure to fulfil any other applicable legal provision, verified in some way by ENEL, on safety at work and environmental protection expressly referred to in this Contract.

ENEL shall exercise its right to terminate the Contract sending to the SUPPLIER, at least fifteen (15) days early, the notification of the expected date of termination. If the SUPPLIER does not repair the contract breach referred to in ENEL'S notification, the Contract shall terminate immediately, without requiring any other prior formality, or any procedure for judicial action.

### **1.20 Settlement for damages due to Failure to fulfil the Requirements on Health, Safety, and Environment Established by this Contract**

Notwithstanding the rights referred to above and without restricting the right to claim compensation for other larger damages, ENEL –in its sole discretion– has the necessary authority to claim, for each failure to fulfil any of the legal provisions on health and safety at work in force at each time, the following sums for the settlement of damages:

A) US\$ 650 (six hundred and fifty Dollars) in case of serious breach.

B) US\$ 1,300 (one thousand three hundred Dollars) in case of very serious breach.

In the case that the breach expressed in points A), B) and the “extremely serious” ones cause injuries to workers, ENEL –in its sole discretion– shall have the right to claim the settlement of damages up to a sum equal to 2% of the whole Contract value, and in no event to a sum lower than US\$ 1,300.00 (one thousand three hundred Dollars). Along with the settlement of damages expressed above, ENEL –in its sole discretion– has the necessary authority to:

Stop the activities for the execution of the Contract, during a certain number of days, which may vary in relation to the level of importance of the breach and, in any case, until any adjustment or improvement to correct said breach has been carried out; and without the SUPPLIER having the right to extend the established period for completing the works or to claim any applicable compensation for damages.

Demand that the SUPPLIER provides its employees –the persons to whom the breach may be attributed– with an additional training consisting in a 16 hour course on safety and environment. Withhold a sum equal to 10% of the payment to the SUPPLIER from the moment the breach is verified until it is established that any adjustment or improvement has been carried out to correct said breach.

The application of penalties shall be carried out in accordance with the local tax laws. ENEL shall donate the amount of penalties to a fund kept to finance information and training on safety and environment addressed to the SUPPLIERS.





## **Appendix IV. OCCUPATIONAL HEALTH, SAFETY, AND ENVIRONMENT (“Type 3”)**

### **1.1 Safety and Environment Policy**

The SUPPLIER and ENEL declare their commitment to work together in order to achieve the goal of “zero accidents”.

ENEL accepts and adheres to the principles presented in the «Health, Safety and Environment Policy». Similarly, with respect to the services assigned to the SUPPLIER, ENEL requires that both the SUPPLIER as well as any other person acting on behalf of the SUPPLIER accept, observe, and comply with the Health, Safety and Environment Policy. This is included in the document attached hereto.

### **1.2 General Measures**

The SUPPLIER shall adopt the appropriate measures at all times in order to ensure the necessary safety conditions for its employees and third parties. The SUPPLIER must instruct its personnel in the safe working procedures to follow during each task.

The SUPPLIER undertakes to provide for a safe and healthy working environment, which protects its personnel, its subcontractors' and ENEL'S personnel, and third parties from any danger associated with the provision of these services. All facilities, equipment, tools, and other elements used by the SUPPLIER for providing the services, as well as the working practices are part of the working environment.

The SUPPLIER is responsible for the occupational health and safety of all persons and private property which are in the Work Site or are in any way related to the work.

Subcontracting third parties for the execution of some activities which is the responsibility of the SUPPLIER in no way excludes or limits the obligations and responsibilities that the SUPPLIER has acquired by means of this Contract or that are related to it. Similarly, it is established and accepted that the SUPPLIER is solely and completely responsible for the fulfilment of this Contract before ENEL, and assumes liability for the damages to third parties arising during the execution of this Contract.

The SUPPLIER must grant its workers the opportunity to express whether they consider that in carrying out the tasks inherent to their jobs in relation to this Contract there are conditions and risks which may cause accidents or damage to the environment. Said communication must be immediately reported to ENEL, so that the Occupational Health, Safety, and Environment Committee, ENEL'S Safety Supervisors, and the corresponding SUPPLIER'S responsible person or committee may assess and correct the discovered situation, if applicable.

The SUPPLIER must have the appropriate methods for providing health, safety, and environmental instructions in the language understood by its and the subcontractors' workers.

Prior to the beginning of each activity, the SUPPLIER must have the Risk Assessment specific to the main phases of the work approved by ENEL. The SUPPLIER must make its and its subcontractors' personnel aware of all the risks they shall be exposed to as part of their work, as well as the means of mitigation, prevention, and control according to the SUPPLIER'S Occupational Health and Safety,



and Environment Plan approved by ENEL. All measures indicated in the Risk Assessment and the SUPPLIER'S Occupational Health and Safety, and Environment Plan must be implemented in order to reduce risks and prevent accidents or environmental damages. The Risk Assessment specific to each work and/or activity must be continuously developed by the SUPPLIER, both during the planning phase and also later when changes in the facilities, conditions, designs, and activities are introduced. No work without its corresponding Risk Assessment shall be authorized.

The SUPPLIER must guarantee that people in charge of carrying out the work are aware of the nature and the extent of the risks that may arise in the workplace facilities. Similarly, the SUPPLIER must ensure that said personnel shall comply with the established safety procedures. ENEL reserves the right to require the removal of any person whose behaviour represents a risk to his/her own integrity or that of third parties.

The SUPPLIER shall be responsible for transporting its personnel to the working areas; consequently, ENEL does not accept or agrees on carrying out this service with its vehicles. In addition, the SUPPLIER shall take into consideration that the personnel must have the appropriate transport according to the number of persons since it shall not be possible to carry out transportation on freight vehicle rear parts (beds).

The SUPPLIER shall be responsible for providing its workers and subcontractors with drinking water and the necessary hygiene resources to prevent diseases.

The SUPPLIER shall prohibit the consumption of alcohol or drugs in the Workplace (including pharmacological products) which are illegal or those that being legal may reduce the capacity to perform the work safely. Similarly, people who report to work under the effects of said substances must be removed from the Site.

The SUPPLIER shall prohibit its employees and its subcontractors' employees from using or possessing any firearm or ammunition in the Site. Firearms or ammunition used by surveillance personnel are excluded from this provision, as long as they have the permits and authorizations required by the applicable legislation.

The SUPPLIER must implement at all times, all the measures that it considers adequate for preventing protests, disturbances, fights, or any misbehaviour or similar among its personnel or those of its subcontractors in order to preserve peace and guarantee the protection of people and their properties. The SUPPLIER must immediately remove from the Site any person who is involved in any of such activities.

All SUPPLIER'S and its subcontractors' employees must be of legal age.

The SUPPLIER must keep statistics of the accident rate and must inform ENEL'S Contract Coordinator about the occupational risk factors related to its activities and tasks, which arise during the execution of the contract and the measures that shall be implemented under its control.

During the first days of each month, the SUPPLIER must present the data on the hours worked and information about the accidents as indicated by ENEL. The SUPPLIER must send to ENEL all the information about Occupational Health, Safety, and Environment required by the country's regulations.

### **1.3 Membership**



The SUPPLIER must compulsory enrol its workers and its subcontractors' workers as members of the social security, occupational, and risk systems applying to their activities in accordance with the local legislation and must keep them insured during all the period of this Contract. If required by ENEL, the SUPPLIER'S personnel and its subcontractors must have a private insurance with coverage for accidents for a previously agreed value.

#### **1.4 Occupational Health, Safety, and Environment Plan**

Prior to the beginning of its activity, the SUPPLIER must prepare a written report in which the working and environmental risks for each activity to be developed are assessed (Risk Scenario or Risk Assessment). On the basis of said report, the SUPPLIER must prepare and put into operation the Occupational Health, Safety, and Environment Plan, which consists in a document that details the possible risks and measures to prevent, mitigate, or eliminate the risks during the provision of the contracted service, with the corresponding schedule of activities which shall be carried out in its workplace. This document must be revised and approved by ENEL prior to its implementation. Once ENEL has approved the Occupational Health, Safety, and Environment Plan, all the measures and activities included therein must be carried out.

In order to guarantee the fulfilment and supervision of said Plan, the SUPPLIER must appoint personnel for this purpose. Said personnel must be approved by ENEL taking into consideration the competency required for performing the functions included in the Plan.

The SUPPLIER shall notify ENEL, before the beginning of the works, the name of the Safety and Environment Supervisors (Technicians and Supervisor) and the persons in charge of first aid. In case there are changes during the period of validity of this Contract, they shall be immediately notified to ENEL. For its part, ENEL shall designate a person from the company as a contact person for issues on Safety and Environment and/or shall appoint a Safety and Environment Coordinator.

The costs arising from the implementation of the Occupational Health, Safety, and Environment Plan, as well as the risk attention for the execution of the activities, must have been budgeted and included in the price established by the SUPPLIER when the offer was presented, consequently, ENEL shall not recognise any additional value for this concept. The SUPPLIER'S obligations, duties, and responsibilities shall not be excluded or limited in any way by the fact that ENEL is aware of this document or any other information contained therein.

#### **1.5 Assessment of the SUPPLIER'S Personnel**

ENEL has the necessary authority to evaluate, prior to the beginning of the works, the knowledge of the SUPPLIER'S personnel and that of its subcontractors on the Risk Assessment document and the measures related to safety. ENEL has the necessary authority to exclude from the execution of the works, in its sole discretion, to any worker whose evaluation was not satisfactory.

ENEL reserves the right to demand, in its sole discretion, that the SUPPLIER'S and its subcontractors' resources dedicated full time to safety and environment issues (having certified experience on health, safety, and environment) conform to the criterion of full time available resource.

The above mentioned number of resources EQUIVALENT TO FULL TIME allocated to issues on safety must be specified, taking into account the SUPPLIER'S and its subcontractors' number of resources, involved in the service provision.

#### **1.6 Accident/Incident Report**



The SUPPLIER must immediately notify the Supervisor of the works appointed by ENEL the occurrence of any incident or accident involving death, injury, damage to property, damage to the environment, or exposure to a hazardous substance, and send a complete written report, within the twenty-four (24) hours following the event, stating the site, date and time when it occurred, name of the person(s) affected, injuries suffered, probable causes, damage caused, measures taken, measures to be taken, and any other information it may consider necessary for the knowledge of the facts. This report does not release the SUPPLIER from its responsibilities. In addition, the SUPPLIER must report the occurrence of accidents to the Government Bodies in accordance with the applicable Local Legal Regulation.

### **1.7 Personal and Collective Protective Equipment**

For performing the activities and providing the service, the SUPPLIER'S personnel, in accordance with the National Legislation or ENEL'S standards, must provide all their dependent personnel with the appropriate protective equipment and working clothes in order to protect them from any possible damage. The personal protective equipment (helmet, gloves, safety glasses, harnesses, etc.) must be certified (ANSI, EN, or equivalent) and must be in working condition for use, ENEL shall carry out inspections to said equipment prior to the beginning of the tasks to ensure that such requirements are met. In addition, the SUPPLIER must check the correct use and quality, and carry out the replacement and appropriate storage of these elements.

The SUPPLIER shall include all safety elements required by the nature of the activity in accordance with the corresponding Risk Assessment.

The SUPPLIER must train all its personnel and its subcontractors on the correct use of all personal and collective protective equipment.

All the elements described in this subsection shall be subject to inspection by ENEL before and during their use in order to verify that they comply with the applicable safety laws, standards, and/or regulations. In the case that during the inspection it is determined that they do not meet the safety parameters, they shall be immediately removed from the workplace by the SUPPLIER.

### **1.8 Materials, Machinery, Equipment, and Tools**

The SUPPLIER shall supply all materials, machinery, equipment, and tools required by its personnel for the appropriate development and execution of its work, which shall allow them to carry out a safe and high quality work.

All materials, machinery, equipment, and tools shall require regular maintenance and care in order to withstand deterioration due to the environmental conditions prevailing in the Site. This treatment must include protective material covers, insulation, and others. In addition, they must be equipped with all the elements that ensure their safe use (lights, alarms, protective guards, etc.). The use of machinery, equipment, and tools without these protective devices is prohibited.

The SUPPLIER'S machinery, vehicles, and equipment shall be only used by qualified and authorized personnel. When appropriate, certification, use or driving license/permission must be presented. ENEL shall check said documentation before the beginning and regularly during the activities.



All the elements described in this subsection shall be subject to inspection by ENEL before and during their use in order to verify that they comply with the applicable safety and environmental laws, standards, and/or regulations. In the case that during the inspection it is determined that they do not meet the safety parameters, they shall be immediately removed from the workplace by the SUPPLIER. The SUPPLIER must send to ENEL the information about the materials, machinery, equipment, and tools a week before the beginning of their use, which must be approved by ENEL.

### **1.9 Electrical hazard**

When the activities involve electrical hazard, the SUPPLIER must assess and coordinate the handling of the electrical hazard for each activity of its competence and apply all the necessary measures for the safe execution of the work. The SUPPLIER must comply with all Laws and National Standards on electrical hazard protection and/or the good practice standards required by ENEL, with a preference for the use of the most restrictive one in favour of safety.

### **1.10 Inspection and Monitoring**

The SUPPLIER and the Bodies authorized by ENEL may carry out inspections, audits, and tracking of the Contract in the site through its responsible person and with the participation of the SUPPLIER'S occupational health, safety, and environment management supervisor in order to verify the compliance of the necessary control measures in relation to the equipment, elements, workplaces, personnel, and documents necessary for the assessment and application of the Occupational Health, Safety, and Environment standards.

### **1.11 Documents to be presented**

Prior to the beginning of the civil work or service the SUPPLIER shall present a list of all workers with their Identity Document Number. This list must be regularly updated as indicated by ENEL. All SUPPLIER'S employees (workers) and subcontractors must be identified by means of an ID card and a distinctive element of the company.

### **1.12 Induction for workers**

The SUPPLIER shall guarantee that all its workers are aware of the danger and/or restricted areas, in addition, workers must participate in an induction talk on Health, Safety, and Environment, which shall be properly documented.

The SUPPLIER undertakes to instruct its personnel on the field of prevention of accidents in the workplace, environmental accidents, occupational diseases, risks, and dangers that may affect them, and on the way, methods, and systems that must be observed to prevent or avoid them. Accordingly, the SUPPLIER shall develop a workers' health prevention, promotion, and protection and safety policy, as well as the conservation of property and preservation of the environment in accordance with the tasks assigned by the Contract.

### **1.13 Training and coaching**

The SUPPLIER must hire personnel having the skills, knowledge, licenses, and certificates required and necessary for the execution of the corresponding works safely, keeping the records and the



appropriate documentation certifying said skills, knowledge and competencies available to ENEL. If it is reasonable, ENEL may require the SUPPLIER to remove any employee from the Site who:  
Carry out his/her activities in an incompetent, unsafe manner or with a high level of negligence, or  
Continuously fails to fulfil the Contract requirements.

The SUPPLIER must replace this person with a suitable worker.

By means of its supervisors or responsible persons, the SUPPLIER must daily carry out an illustration talk addressed to its personnel and its subcontractors before the beginning of the working day and when there is a change of activity or the environmental conditions change during the working day. In this talk, the risks related to the activity and the actions necessary for reducing those risks shall be indicated.

The SUPPLIER agrees to provide training to its personnel and its subcontractors in the field of the prevention of: occupational accidents, environmental accidents, occupational diseases, risks and dangers which may affect them, including methods and systems to be observed to prevent or avoid them.

The SUPPLIER must make all its personnel and that of its subcontractors aware of the contractual obligations in terms of occupational health, safety, and environment.

The SUPPLIER must maintain a permanent programme of communication and awareness about Occupational Health, Safety, and respect for the Environment.

The SUPPLIER through its Supervisors or Managers must carry out regular meetings at the workplace related to the risks of the activities and the actions to be taken to reduce said risks.

#### **1.14 Working conditions Requirements**

The SUPPLIER shall be obliged to keep in the working area and for each work a first-aid kit properly equipped, to perform first aid to its workers. In addition, the SUPPLIER must keep Medical Services and ambulance service in the site when required by the local legislation or ENEL.

The SUPPLIER must supply, install, and maintain all kind of signals, lights, and guards necessary for protecting its workers and the public security.

#### **1.15 Requirements before an Emergency**

The SUPPLIER must have an Emergency Response Plan whose final version must be approved by ENEL. This document describes the organization, resources, and measures which shall help to control an emergency. The SUPPLIER shall make its personnel and its subcontractors aware of the Plan.

The SUPPLIER must have at least one team of persons prepared to act in an emergency in the site (Emergency Response Team), said team shall be in charge of prevention functions and fire-fighting, first aid, evacuation, search, and rescue operations.

ENEL reserves the right to demand, in accordance with local regulation or in its sole discretion and depending on the characteristics of the site, that the SUPPLIER have a medical area available at the



working site, guarantee the availability of a 4X4 ambulance and, if necessary, a patient transfer service by helicopter to transport seriously injured people.

The SUPPLIER must introduce and comply with all fire and explosion standards and regulations required by ENEL or those required by the Competent Authorities.

The SUPPLIER must cover all costs associated with the medical assistance and first aids for its personnel and that of its subcontractors.

### 1.16 Environmental Requirements

The SUPPLIER must prevent harmful environmental impact, always acting in accordance with the national legislation and ENEL'S standards on the subject.

The SUPPLIER undertakes to introduce all appropriate measures for preventing damages to the environment during the execution of the work or as a consequence thereof. During its activities, the SUPPLIER shall comply with the Environmental Laws, the Environmental Impact Study or similar and, if applicable, with the World Bank guidelines.

The SUPPLIER must provide for waterproofed structures equipped with a containment system to control possible leaks, spills, and contamination of soils on all surfaces used for storing and handling lubricants, fuels, and chemical products. The SUPPLIER must have the safety data sheets (MSDS) and the data sheets of these materials available to all its employees.

The SUPPLIER must collect oils and chemicals used and package them into barrels or suitable containers to be removed from the site and handled in accordance with the national environmental standards or ENEL'S standards. Similarly, the SUPPLIER must have the appropriate chemical spilling collection equipment. Any chemical spill into the soil or water of the environment must be treated in accordance with the local regulation or ENEL'S standards.

The SUPPLIER and its subcontractors must have an appropriate waste management system, in which the descriptions of containers, collection methods, classification, transportation, and final disposal in sites authorized by the local authorities are included.

In case that the SUPPLIER handles hazardous substances or material such as those defined below, it must carry out an appropriate treatment in accordance with the applicable local regulation or as required by ENEL in order to prevent any damage to health or the environment. It is also clarified that the use of these materials must be previously informed to and authorized by ENEL.

The following substances and materials are considered hazardous:

Any contaminant material, product, or solid waste, hydrocarbons, toxic substances, waste from any explosive and radioactive or flammable material regulated by any law;

Any material or product that due to its composition or characteristics is considered a hazardous material or waste in accordance with the applicable law;

Any oil by-product.

All SUPPLIER'S personnel or its subcontractors present in the site are strictly prohibited from carrying out hunting, fishing activities, and setting fire at both the working site and its surrounding area. Vegetation cutting is only allowed when: it is absolutely necessary, the SUPPLIER has the corresponding permits (licenses) from the authorities and ENEL'S authorization, the SUPPLIER must present the information about cutting to ENEL prior to start said activity. ENEL'S Department of



Safety and the Environment shall agree with SUPPLIER the advance period for the delivery of this information.

The SUPPLIER must guarantee that the discharge of hazardous materials and effluents in its activities and those of its subcontractors do not exceed the values required by Local Regulation or ENEL'S Regulations.

Once the service has been provided and after removing all equipment and materials, the SUPPLIER shall clean the site, collecting all metal waste, wood, plastics, etc. Eventual portions of soil contaminated by chemical products and lubricants may need to be moved, treated, and removed from the site in order to deposit them in authorized sites.

In the case of accidental environmental contamination or affectation events, the SUPPLIER'S responsible person must notify ENEL as soon as possible and intervene to apply all possible techniques to mitigate the damages.

#### **1.17 Interference in the activities**

During the execution of the work and other related tasks, the SUPPLIER must not interfere with the operations of any other facility or activity which may be near the working site. The SUPPLIER must make all arrangements with the supervisors and operators from those facilities or activities. The SUPPLIER shall be solely responsible for any damage which it may cause to any facility or personnel during the execution of its work and must coordinate with third parties to prevent risks or conflicts at all times.

When activities are expected to be implemented in or near operating plants, the SUPPLIER must previously request and obtain permission by means of a written form. The SUPPLIER must take the necessary precautions, comply with all requirements, and adopt the precautions and safety devices required by the standards and recommended by experience, and that have been designed to prevent and avoid all kind of accidents and incidents. If interrupting the operation of any of ENEL'S plants is required, the SUPPLIER must request permission to ENEL'S Management and obtain it before starting the activities. If the plant has to come into operation suddenly, the SUPPLIER must immediately interrupt the activities and leave the plant in accordance with ENEL'S procedures and practices. In case that the SUPPLIER does not comply with the obligations and cause delays in the execution of the work in relation to the previously established planning, the SUPPLIER shall be liable for the damages to ENEL and third parties.

When more than a SUPPLIER or Subcontractor is present in the working site, they must form a "Permanent Committee for the Coordination of Companies" which shall be coordinated by the SUPPLIER indicated by ENEL. The purpose of said Committee is to assess and reduce, in a coordinated manner, the occupational risks which may arise from the development of the activities of all SUPPLIERS and their subcontractors.

#### **1.18 Failure to fulfil the Occupational Health, Safety, and Environment Requirements**

The SUPPLIER and its subcontractors must strictly comply with all applicable National Laws and Standards in terms of Employment, Occupational Health, Safety, and Environment and ENEL'S applicable standards (included in this document). In case of inconsistency between the Law and ENEL'S standards, the most restrictive one in favour of health, safety, and environmental protection applies.





The SUPPLIER shall be responsible for the fulfilment of all provisions included in this Contract and the current legal regulations by its subcontractors.

In order to keep track of the implementation of the measures to control the risk factors of the works of the Contract, ENEL may carry out visits to the working site and request written explanations and reports to the SUPPLIER at any stage.

In case of failure to meet the requirements of Health, Safety, and Environment by the SUPPLIER or its Subcontractors, ENEL shall notify the SUPPLIER the discovery and grant it 5 days for presenting a correction plan, said Plan must be applied within a maximum period of 15 days. The period to apply this Correction Plan may be extended provided that this condition is approved by ENEL and as long as it does not compromise people's physical integrity or causes severe environmental damage.

In the cases in which the failure to meet the requirements of Health, Safety, and Environment involves, in ENEL'S opinion, an imminent danger, understood as any situation that creates an evident and manifest damage risk to people's physical integrity or the possibility of severe environmental harm, ENEL may request the immediate correction of the discovery and stop the work until the problem is solved.

#### **1.19 Termination of the Contract due to failure to fulfil the Requirements Related to Occupational Health, Safety, and Environment**

ENEL, in its sole discretion, has the necessary authority to immediately terminate this Contract when the SUPPLIER and/or any of its subcontractors do not comply with any of the applicable norms or regulations on health, safety, and environment which are in force, including but not limited to the following cases:

The failure to carry out the preparation and/or sending to ENEL of some of the documents on health, safety, and environment required by the Contract or by any applicable norm, regulation, and law, including but not limited to the documents on Risk Assessment which must be sent to ENEL prior to the beginning of the works or the Safety Plan;

Shortcomings in the execution of the occupational health, safety, and environment plan.

Hiring of unqualified or unauthorized personnel, when ENEL verifies it in some way during the execution of the Contract;

Failure to fulfil some of the provisions, verified in some way by ENEL, for the protection of health and safety at work in relation to: i) use of working tools and equipment, as well as individual safety devices; ii) safety standards of temporary or mobile sites; iii) health and safety warning signalling; iv) manual load handling; and v) any other provision of applicable laws;

Failure to fulfil any other applicable legal provision, verified in some way by ENEL, on safety at work and environmental protection expressly referred to in this Contract.

ENEL shall exercise its right to terminate the Contract sending to the SUPPLIER, at least fifteen (15) days early, the notification of the expected date of termination. If the SUPPLIER does not repair the contract breach referred to in ENEL'S notification, the Contract shall terminate immediately, without requiring any other prior formality, or any procedure for judicial action.

#### **1.20 Settlement for damages due to Failure to fulfil the Requirements on Health, Safety, and Environment Established by this Contract**



Notwithstanding the rights referred to above and without restricting the right to claim compensation for other larger damages, ENEL –in its sole discretion– has the necessary authority to claim, for each failure to fulfil any of the legal provisions on health and safety at work in force at each time, the following sums for the settlement of damages:

- A) US\$ 650 (six hundred and fifty Dollars) in case of serious breach.
- B) US\$ 1,300 (one thousand three hundred Dollars) in case of very serious breach.

In the case that the breach expressed in points A), B) and the “extremely serious” ones cause injuries to workers, ENEL –in its sole discretion– shall have the right to claim the settlement of damages up to a sum equal to 2% of the whole Contract value, and in no event to a sum lower than US\$ 1,300.00 (one thousand three hundred Dollars). Along with the settlement of damages expressed above, ENEL –in its sole discretion– has the necessary authority to:

Stop the activities for the execution of the Contract, during a certain number of days, which may vary in relation to the level of importance of the breach and, in any case, until any adjustment or improvement to correct said breach has been carried out; and without the SUPPLIER having the right to extend the established period for completing the works or to claim any applicable compensation for damages.

Demand that the SUPPLIER provides its employees –the persons to whom the breach may be attributed– with an additional training consisting in a 16 hour course on safety and environment. Withhold a sum equal to 10% of the payment to the SUPPLIER from the moment the breach is verified until it is established that any adjustment or improvement has been carried out to correct said breach.

If the number of breaches is such that the value of the settlement of damages reaches 5% of the contractual value, ENEL shall be authorized to terminate the Contract after notifying the SUPPLIER of its decision. The application of penalties shall have an impact on the SUPPLIER'S qualification rate.

The application of penalties shall be carried out in accordance with the local tax laws. ENEL shall donate the amount of penalties to a fund kept to finance information and training on safety and environment addressed to the SUPPLIERS.



**Appendix XXI**

DECLARATION OF CONFLICT OF INTEREST <sup>[1]</sup> (Legal Person)

The Company.....in the person of its legal representative .....

Acknowledges that:

- The ENEL Group has adopted a Code of Ethics and has approved the Zero Tolerance Plan against bribery;
- These documents express the commitments and the ethical responsibility of ENEL Group in managing its business and relations with third parties and responds to the need to guarantee accuracy and transparency in the management of the business activities and the relationship with third parties;
- The Group is committed to guaranteeing and encouraging the utmost impartiality, transparency, and full traceability of the various Purchase processes;

And it knows that ENEL shall have the right to terminate the Contract and take as many legal actions as it is entitled to in order to claim damages and losses, in case that the SUPPLIER makes a declaration or an action contrary to avoid conflict of interest, as well as in the case that, as a consequence of a declaration and/or action issued or made by the SUPPLIER a conflict of interest situation arises, in the terms contained in this clause.

**DECLARES**

1. That as a result of the knowledge of its own business structure, of its management or supervision bodies (including fiduciary companies and *holding companies*), as well as any other information available to the Company <sup>[2]</sup>

**there are no/there are <sup>[3]</sup> :**

People who hold senior management positions (director, senior manager with strategic responsibilities) within Enel Group companies, or auditor positions for the ENEL Group; Employees of the ENEL Group companies;

With reference to the subjects mentioned in points a) and b), family/second degree relatives/spouse not legally separated/cohabitant/spouse or children of their partner/who are related by blood or affinity to him/her;

2. That the general director (in the case of Corporations)/the Administrators (in the case of LLP)/shareholders (in the case of partnerships)/that the persons with strategic responsibilities within the organization structure (in all the other cases) and their family (spouse not legally separated, first degree relatives)



**Have not held/have held** <sup>[4]</sup>

In the last twenty-four (24) months Government positions or posts in organisations entrusted with public service entities that have been directly connected with activities undertaken by any ENEL Group companies (granting concessions, supervision activities, etc.).

The undersigned company undertakes to immediately notify ENEL of any changes in the information related to this declaration. In addition, acknowledging that ENEL may require, at any stage, to verify the content of this declaration, it undertakes, as of now, to present the appropriate documentation.

In witness whereof

Date,.....

Company Signature Legal Representative's seal

**Personal data processing: Information and consent.**

*In accordance with the applicable legislation on personal data protection, ENEL guarantees that the information provided shall be exclusively used in relation to the bidding and suppliers' selection process in order to guarantee equity, transparency, and accuracy and prevent potential conflict of interest situations and illegal behaviour in accordance with the provisions of the Code of Ethics and the Zero Tolerance Plan against bribery adopted by ENEL Group. It has the right to access to its personal data and request ENEL corrections, additions, or in extreme cases, cancellation or suspension.*

*Taking all of this into account, I endorse, as legal representative of the above mentioned company, my consent for the personal data processing within the limits and for the purposes specified in the notification thereof.*

(Legible signature in full)

**Note: The owner's or legal representative's signature must be accompanied, under penalty of exclusion, by a photocopy of the signatory's Identity Document (front/back)**

[1] Public entities, listed companies, banks and companies supervised by them, are not required to issue this notification.

[2] The information provided in compliance of this clause has been obtained as per the regulation on personal data protection, on the base of audits which goes back to the people who have individual shares of companies/shares of the undersigned company, as well as companies belonging to each and every one (including trusts and its beneficiary) who have the direct supervision of the registering company.

[3] Delete as appropriate. In the case of having one of the situations listed please specify the complete information in this regard in the attached declaration. ENEL shall carry out the necessary verifications for the purpose of this declaration.

[4] Delete as appropriate.



**ANNEX TO DECLARATION OF CONFLICT OF INTEREST (legal person)**

The Company.....in the person of its legal representative..... establishes that as a result of the knowledge of the company's supervision bodies and its parent companies and any (including Holding), as well as any other information available to the Company, based on evidence, which goes back to individuals having shares of the company/equity:

1. Name Mr..... Surname \*  
Born in.....CF.....  
Domiciled at.....  
In this company as.....

In the ENEL Group is the following:

- Director of the Company..... ENEL Group
- The key management personnel (specify the corresponding position) of the Company..... ENEL Group.
- Employee of the position (specify the corresponding position)..... with role/position..... the Company..... ENEL Group
- Auditor of the Company..... ENEL Group
- Family up to the second degree of blood/affinity/spouse unless they are legally separated/cohabitant/children of their spouse/partner/dependant who are related by blood or affinity  
Name \* Surname \*Belonging to the Company.....  
ENEL Group..... with role/position.....

In witness whereof, Place and Date,..... (legible signature in full)

The undersigned state that this declaration is made on the base of the information obtained as per the norms on personal data protection, on the base of the audits which go back to the individuals having shares of each company/total equity and undertake to immediately notify ENEL of any changes of the information related to this declaration. In addition, acknowledging that ENEL may require, at any stage, to verify the content of this declaration, it undertakes, as of now, to present the appropriate documentation.  
In witness whereof

Date,.....  
(Legible signature in full)



**Personal data processing: Information and consent.**

*In accordance with the applicable legislation on personal data protection, ENEL guarantees that the information provided shall be exclusively used in relation to the contracting and SUPPLIERS' selection process in order to guarantee equity, transparency, and accuracy and prevent potential conflict of interest situations and illegal behaviour in accordance with the provisions of the Code of Ethics and the Zero Tolerance Plan against bribery adopted by ENEL Group. It has the right to access to its personal data and request ENEL corrections, additions, or in extreme cases, cancellation or suspension.*

*Taking all of this into account, I endorse, as legal representative of the above mentioned company, my consent for the personal data processing within the limits and for the purposes specified in the notification thereof.*

(Legible signature in full)

**Note: The owner's or legal representative's signature must be accompanied, under penalty of exclusion, by a photocopy of the signatory's Identity Document (front/back)**



## DECLARATION OF CONFLICT OF INTEREST (Individuals)

The undersigned

Acknowledge that:

- The ENEL Group has adopted a Code of Ethics and has approved the Zero Tolerance Plan against bribery;
- These documents express the commitments and the ethical responsibility of ENEL Group in managing its business and relations with third parties and responds to the need to guarantee accuracy and transparency in the management of the business activities and the relationship with third parties;
- The Group is committed to guaranteeing and encouraging the utmost impartiality, transparency, and full traceability of the various Purchase processes:

And it knows that ENEL shall have the right to terminate the Contract and take as many legal actions as it is entitled to in order to claim damages and losses, in case that the SUPPLIER makes a declaration or an action contrary to avoid conflict of interest, as well as in the case that, as a consequence of a declaration and/or action issued or made by the SUPPLIER a conflict of interest situation arises, in the terms contained in this clause.

### DECLARES

1. do not hold/hold <sup>[1]</sup> - senior management positions (director, senior manager with strategic responsibilities) within Enel Group companies, an employee of the company itself or the auditor for the ENEL Group;

2. Do not have/have <sup>[1]</sup> - in the Group Companies family/second degree relatives/spouse not legally separated/cohabitant/spouse or children of their partner/dependant of the undersigned who are related to him/her by blood or affinity.

3. They have not/have held [1 ]In the last 24 months Government positions or posts in organisations entrusted with public service entities that have been directly connected with activities undertaken by any ENEL Group companies (granting concessions, supervision activities, etc.). Similarly, to the best of their knowledge, these positions have not been held by family members (spouse not legally separated, first degree relatives).

In case of being in one of the situations listed in paragraphs 1 and 2, the applicant must submit to ENEL the attached declaration.

ENEL reserves the right to carry out the necessary verifications on the base of the received declarations.

The undersigned undertakes to immediately notify ENEL of any changes in the information related to this declaration.

In addition, acknowledging that ENEL may require, at any stage, to verify the content of this declaration, it undertakes, as of now, to present the appropriate documentation.



In witness whereof

Date,.....

[1] Delete as appropriate

Seal

Signature

The undersigned states that this declaration is made on the base of the information obtained in accordance with the applicable norms on personal data protection, and undertakes to immediately notify ENEL of any changes in the information submitted in this declaration. In addition, acknowledging that ENEL may require, at any stage, to verify the content of this declaration, it undertakes, as of now, to present the appropriate documentation.

In witness whereof

Date,.....

(Legible signature in full)

Personal data processing: Information and consent.

In accordance with the applicable legislation on personal data protection, ENEL guarantees that the information provided shall be exclusively used in relation to the contracting and SUPPLIERS' selection process in order to guarantee equity, transparency, and accuracy and prevent potential conflict of interest situations and illegal behaviour in accordance with the provisions of the Code of Ethics and the Zero Tolerance Plan against bribery adopted by ENEL Group. It has the right to access to its personal data and request ENEL corrections, additions, or in extreme cases, cancellation or suspension.

Taking all of this into account, I endorse, as legal representative of the above mentioned company, my consent for the personal data processing within the limits and for the purposes specified in the notification thereof.

(Legible signature in full)

Note: The owner's or legal representative's signature must be accompanied, under penalty of exclusion, by a photocopy of the signatory's Identity Document (front/back).





**ANNEX TO DECLARATION OF CONFLICT OF INTEREST (Individuals)**

Related to point 1:

Administrator of the Company..... of ENEL Group  
Manager with strategic responsibilities (specify the corresponding position)..... of the  
Company..... of ENEL Group.  
Employee of the position (specify the corresponding position)..... with role/position of the  
Company..... of ENEL Group;  
Auditor..... of ENEL Group

Related to point 2:

Family up to the second degree of blood/affinity/spouse not legally separated/cohabitant/children of  
their spouse/partner/dependant of the undersigned who are related by blood or affinity to him/her  
Name..... Surname .....Belonging to the  
Company.....  
of ENEL Group..... role/position.....

ENEL reserves the right to carry out the necessary verifications on the base of the received  
declarations.