



This “Annex V Peru” applies to contracts for the Purchase of goods, contract of services or civil works (hereinafter, the “Contract”) to which the legislation of Peru applies and are entered into between the companies of Enel Group and the Supplier (hereinafter the “Parties”).

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## 1. Scope of application.

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

## 2. Definitions.

- **CIVIL WORKS AND SERVICES INSPECTION CERTIFICATE:** Document, which for validity must be signed by both Parties, which records the defects found in the completed civil works or services, and the time frame in which they must be rectified by the SUPPLIER.
- **DELIVERY NOTE:** Document, which for validity must be signed by both Parties, which contains a list of the goods supplied and accredits their effective delivery.
- **SHIPPING AUTHORISATION:** Document issued by ENEL, by which the SUPPLIER is authorised to proceed to the total or partial shipment of equipment or material under the Contract.
- **QUALITY AGREEMENT:** Agreement between ENEL and the SUPPLIER according to which, the latter, guarantees quality levels previously agreed between both Parties.
- **ENEL GROUP:** In this Contract, the economic group conformed by all the bodies which - directly or indirectly through one or more intermediaries - controls, is controlled by or is under common control of Enel, S.P.A. in accordance with the definition of the Regulations on Indirect Ownership, Relationship and Economic Group approved by Resolution Conasev N°090-2005-EF/94.10
- **DISPATCH NOTICE:** Document issued by the SUPPLIER once all the agreed procedures have been followed, whereby ENEL is informed that the equipment or material under this Contract or a portion thereof has been dispatched.
- **INSPECTOR:** Person or body appointed by ENEL to carry out the inspections at any phase of the Contract execution.
- **NOTICE TO PROCEED:** Notice issued by ENEL authorizing the SUPPLIER to start the civil works or services.
- **REQUEST FOR OFFERS:** Document by which ENEL requests bids. It will include the Technical Specifications and Commercial and Legal Specifications, among which these General Conditions will be included.
- **QUALITY CONTROL PLAN:** Document issued by the SUPPLIER specifying the quality criteria for verifying compliance with contract requirements applied to their processes, procedures and associated resources
- **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:** Review of mandatory testing protocols previously carried out by the SUPPLIER, through which ENEL's technicians or the person or body authorized by ENEL, approve the shipment of the material in question or, conversely, decide to check the results of said protocols through the Acceptance at Source procedure.
- **QUALITY ASSURANCE SYSTEM:** System that establishes the requirements that the SUPPLIER must meet in order to effectively and correctly carry out the object of the Contract.

### **3. Language.**

The original version of this Annex V Peru was written in Spanish.

### **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.**

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

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

### **6. Communications.**

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

### **7. Financial conditions.**

#### **7.1. Prices.**

7.1.1. In the case of the execution of a work or service, the Contract price includes, at least, unless expressly included in other terms, the following:

- Direct and indirect labour.
- Training and medical examinations for the assigned service personnel
- Safety Equipment (PPEs)
- Workers compensation insurance (SCTR).
- Expenses originated by the current record in the Supplier's Registration system of ENEL.
- Machinery and associated personnel.
- Amortisation of machinery.
- Permanent and consumable material.
- Transport of personnel, equipment, materials and resources to and from the place of work.



- Installation and services authorisation.
  - Maintenance costs.
  - Overheads and industrial profit or business profit.
  - Taxes other than General Sales Tax, Municipal Development Tax and any other applicable duty that may be imposed on the added value.
  - Expense incurred by the SUPPLIER in programming, inspections and trials, controlling materials and execution methods, tests, deliveries and other analyses.
  - Full execution of all activities established in the Technical Specifications and all other contractual documents.
  - Construction, demolition and/or removal of auxiliary civil works, security, storage facilities or those related to the fulfilment of the Regulation for the Prevention of Occupational and Environmental Risks and to the requirements of the technical specifications generated during the construction of the civil work or the provision of the service.
  - Transportation and final disposal of waste expenses.
  - Costs generated in fulfilment of the Regulation for the Prevention of Occupational Risks.
  - Costs of financial guarantee, insurance or other guarantees, if applicable.
- 7.1.2. The prices shall be itemised by price of services, price of materials and the legally corresponding taxes.
- 7.1.3. The SUPPLIER shall pay any additional costs incurred in freight, transportation and any other expenses incurred due to the failure to fulfil the delivery and shipping conditions established in the Contract.
- 7.1.4. ENEL shall not pay for any materials, equipment or works not included in the Contract if their execution was not previously offered by the SUPPLIER, in writing and with an express description of the price, accepted likewise in writing by a representative of ENEL with the required level of authority.
- 7.1.5. The SUPPLIER must accept extensions, modifications and reductions to the scope of the Contract, to the agreed prices, provided that they do not represent, on the whole, an increase or decrease of more than 20% of the value of Contract. The new delivery date, if appropriate, shall be determined by agreement between the Parties.
- 7.1.6. If the extensions, modifications or reductions that ENEL proposes, being motivated by a justified reason, represent together an increase or decrease of more than 20% of the Contract value, the SUPPLIER may accept or reject them, but in the latter case, ENEL shall be entitled to terminate the Contract without rights to compensation in favour of the SUPPLIER.
- 7.1.7. In the cases where a work unit unforeseen in the prices table of the Contract must be executed, the corresponding price shall be determined between ENEL and the SUPPLIER, based on the breakdown of costs of other analogue units for which already exist unit prices.
- 7.1.8. The negotiation of the contingent price shall be independent from the execution of the unit concerned, being the SUPPLIER obliged to immediately execute it after receiving ENEL's order.
- 7.1.9. At the request of ENEL, the SUPPLIER shall include in its bid unit price scales in case that ENEL considers it necessary, during the fulfilment of the Contract, to request the execution of additional civil work units, services or supplies not foreseen in the initial scope of the Contract (administrative costs) by the SUPPLIER. Said prices, once agreed by the Parties and incorporated to the Contract, shall include items equal to the ones defined in clause



7.1.1. and shall be applied when it is not possible to fix contingent price or in the cases in which ENEL considers it necessary.

- 7.1.10. The execution of administrative works may only be carried out with a previous written execution order from ENEL.
- 7.1.11. Speciality tools as well as the equipment needed for their protection, safety and the proper execution of their work shall be included in the personnel costs.
- 7.1.12. No additional costs for transport, food, or expenditure of the SUPPLIER'S personnel shall be admitted.

## 7.2. **Modification of prices**

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

## 7.3. **Invoicing.**

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

- a) Eventual works contracted with administrative costs in addition to the costs agreed in the Contract.
- b) Increases through the application of readjustment formulas established in the Contract. In this case, the SUPPLIER must provide documents substantiating the values of the price indexes applied and the details of the corresponding readjustment formula.

7.3.2. If the SUPPLIER is not domiciled in Peru, it must issue separate invoices for the sale of goods and provision of services, having to specify in detail on their invoices the goods sold and/or services provided as appropriate.

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

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

7.4.2. In the case of return of an invoice by ENEL to the SUPPLIER for lack of compliance to its requirements, the payment period of the invoice shall be calculated from the date on which the SUPPLIER resubmits it, meeting all requirements of these General Terms and Conditions and of the Contract.

7.4.3. In the event that ENEL authorises an advance payment to the supplier, the disbursement thereof shall be upon delivery of a bond letter in the amount of the advance payment.

## 8. **Duties.**

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.

### **9.3. Quality control.**

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

9.3.2. The SUPPLIER shall be solely responsible for quality control, independently of the controls and tests carried out or demanded by ENEL with its own resources or those of a third party. These trials shall not alter the full liability for quality control, which falls exclusively on the SUPPLIER.

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

Once the above mentioned Quality Control Plan has been submitted, ENEL may present its objections, if applicable and solely for well-founded reasons, within a period of fifteen (15) working days, and the SUPPLIER must modify the plan with due diligence, making the necessary corrections in accordance with the objections raised by ENEL, without extending the term of execution established in the Contract.

9.3.4. 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.

9.3.5. Once the Contract has been executed, ENEL may request the SUPPLIER to issue a final Quality Control Report for its approval. The content must comply with the provisions of the Contract and the approved Quality Control Plan.

9.3.6. ENEL may require the SUPPLIER to register the contracted technical documentation necessary for manufacturing the materials and pieces of equipment with a Notary. This



documentation shall be made available to ENEL, which may use it in those cases in which a product is discontinued or bankruptcy of the SUPPLIER or its subcontractors or suppliers.

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

#### 9.4. Delivery and acceptance conditions.

##### 9.4.1. General conditions.

- 9.4.1.1. If the Contract does not specify a determined date of termination and only establishes the execution or delivery time frame, this period shall begin when the Contract is signed or on the issuance date of the Notice to Proceed.

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

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

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

- 9.4.2.3. In order to deliver the elements, the SUPPLIER must send to ENEL, addressed to the contact person or in charge of receiving the elements designated in the Contract, in good time, the Dispatch Notice stating the following data:

- Number, size, weight and volume of packages sent, indicating the materials contained therein. The number of packages shall be established by differentiating those having a weight lower or equal to two tons from those having more than two tons.
- Data on the means of transport used and the company in charge of transport, with data and the telephone number of the contact person.
- Date and place of commissioning of the equipment or materials.
- Specific conditions for unloading and handling of equipment or materials.

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

- 9.4.2.4. With regard to materials or equipment subject to quality controls, and unless the contrary is agreed, the 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.

- 9.4.2.5. Unless otherwise provided in the Contract, the delivery of the materials and equipment shall be made at the DDP (Incoterms CCI 2010) at the delivery point provided in the Contract. The terms, with reference to the delivery, ownership, insurance, etc., shall be interpreted in accordance with the Incoterm, except where such terms are in conflict with the contents of the Contract.

- 9.4.2.6. 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.

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

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

- 9.4.3. Civil works and/or services.

- 9.4.3.1. After the Warranty Period passes, the SUPPLIER shall notify ENEL of the expiry of said Period and request the Final Acceptance. In view of this request, ENEL, as appropriate, shall notify the established date for the Final Acceptance to the without this period extending further than thirty (30) days after 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.

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

## 9.5. Transfer of ownership and risk.

- 9.5.1. Materials and/or equipment.

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

## 9.6. Default.

If the SUPPLIER fails to comply with its obligations under the Contract it shall be automatically placed in default, without the need of ENEL's notification, in accordance with the provisions of subsection 1) of Article 1333 of the Civil Code.

## 10. Assignment of the Contract and Subcontracting.

- 10.1. The Supplier may not assign, in whole or in part its position in the Contract, except with the express prior written consent of ENEL. In this case, in accordance with the provisions of



Article 1437 of the Civil Code, ENEL may take actions against the SUPPLIER, if the assignees do not fulfil the undertaken obligations.

The SUPPLIER expressly authorises ENEL to assign, partially or totally, its position in the Contract to any body belonging to the Enel Group or related to it, being enough a notification by ENEL to the SUPPLIER at least 3 (three) months prior to the date the assignment takes place.

10.2. The SUPPLIER may not subcontract all its obligations under the Contract. It may, however, subcontract part of them, provided that:

10.2.1. ENEL has previously accepted in written the subcontracting, which may not be refused in an unjustified manner.

10.2.2. The SUPPLIER is jointly liable with the subcontractors before ENEL of full compliance of their obligations under the Contract and without freeing themselves from them, for which purpose the SUPPLIER shall submit to ENEL the corresponding document duly signed by the subcontractor.

In no event shall any contractual relationship be inferred between the subcontractors and ENEL. The SUPPLIER shall be liable at all times for all the activities of said subcontractors and for the fulfilment of the contractual, legal and fiscal obligations arising from the execution of their works; including any damage or loss caused to ENEL by any of the subcontractors, their agents, assessors or workers.

10.3. 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 shall 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, lawsuit or proceeding against ENEL from any subcontractor or assignee, or their personnel. The above mentioned indemnity shall be sufficient to cover both the sum that ENEL may be forced to pay, and the expenses or costs of any nature that ENEL is forced to incur as a result of said claim. The SUPPLIER'S failure to fulfil the requirements established in this paragraph shall be considered a serious breach of Contract and shall give ENEL the right to terminate the Contract due to breach by the SUPPLIER, notwithstanding any other legal action that ENEL may institute.

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

10.5. The SUPPLIER undertakes to guarantee that it and its subcontractors comply with the applicable requirements of the Contract and the Peruvian legislation in force in relation to subcontracting.

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



- 10.7. ENEL reserves the right to reject those subcontractors or assignees that it deems inappropriate during the course of the work. In such a case, the SUPPLIER undertakes to terminate the subcontract.

### **11. Transfer of rights and obligations.**

- 11.1. ENEL may assign its payment collection rights or the payment obligations resulting from the Contract to any of its affiliates, with the only requirement of providing the SUPPLIER with notice of the transfer.
- 11.2. The SUPPLIER may not assign or transfer to third parties, as a whole or in part, the rights and obligations arising from this Contract or any other operation involving a provision under any title, levy, pledge and/or transaction, total or partial on those rights and obligations, unless it has previously obtained the express written consent from ENEL for each operation.

### **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. Warranty Period**

- 14.1. The Warranty Period for the materials and equipment shall last for the period specified in the Contract, or, otherwise, for the period of two (2) years as of the date of the Provisional Acceptance Certificate. If this Certificate is not undersigned, the period shall begin as of ENEL's acceptance of the delivery of the material.
- 14.2. If upon expiry of the Warranty Period, at least six (6) months have not elapsed since the commissioning of ENEL's main installation for which the element is intended or that forms part of the object of the Contract, the Warranty Period shall be automatically renewed until those six (6) months have elapsed, unless the materials or equipment provided by the 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.
- 14.3. Once the Warranty Period has elapsed and the Final Acceptance has taken place, ENEL may proceed, for its own exclusive benefit and directly at its own account or with the assistance of third parties, to freely modify or alter the contracted materials and pieces of equipment 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. Notwithstanding the provisions of paragraph 16.3. of the General Part of these General Terms and Conditions of Contract regarding the termination of the Contract for reasons attributed to the SUPPLIER and compensation for the damages and losses suffered by



ENEL for the SUPPLIER'S breaches on delivery dates or terms of execution both partial as final, and any other breaches expressly provided in the Contract or in these General Conditions, such breaches will result in the application of fines by ENEL that under no circumstances shall have indemnity nature.

In the case where not otherwise is established, the fine for delay in the delivery of materials and equipment shall be equal to 0.5% of the total Contract value per calendar day of delay.

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, 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.

- 15.2. The sum of fines may not exceed 10% of the total Contract value. If this limit is exceeded, ENEL shall apply the fine and have the right to terminate the Contract in accordance with applicable legislation.
- 15.3. 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 support and/or to pay to third parties as a direct consequence of the delays or failure occasioned.
- 15.4. The application of the established fines shall not release the SUPPLIER from complying with the Contract to its full extent. Consequently, the SUPPLIER shall be obliged to eliminate any technical deficiencies discovered; to pay the corresponding fines; to recover its lost deadline costs 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.
- 15.5. 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, stating the sum of the fine 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 to the SUPPLIER a debit note corresponding to the amount of the fine applied. If the SUPPLIER fails to comply with the payment of the fine applied in the period indicated in the debit note, ENEL shall have the right to (i) offset the amount of the debit note against the amount of the unpaid invoices or those to be issued in the future or (ii) execute the established guarantees for the corresponding amount, or (iii) to pursue collection by any other means provided for in the Contract, in the Laws or in these General Terms and Conditions, and all this notwithstanding the applicable compensation for the damages and losses that may proceed 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, as established in the "Financial Guarantee" paragraph of these General Terms and Conditions of Contract.

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 payment obligations pending to pay the total value of the fines not



covered by the execution of the guarantee, notwithstanding the reinstatement of the guarantee in accordance with the above.

#### **16. 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. The SUPPLIER undertakes to have at all times the necessary staff in terms of numbers and qualifications to execute the object of the Contract in accordance with the maximum quality standards defined therein. In this regard, it must take the necessary preventive measures to avoid work stoppages that may affect the service and, if they occur, continue providing the service with the same efficiency.
- 18.2. The SUPPLIER declares that it is aware of and undertakes to comply with all employment law, social security and occupational health and risk prevention obligations as well as the internal standards of ENEL applicable at any given time.
- 18.3. Taking into consideration the nature of the Contract, and the obligations assumed by the SUPPLIER, the parties recognise that the contractual relation that binds them is of strictly civil nature, being subject to that stipulated in the Civil Code, so that for no reason will it generate a labour relation between them and the personnel that the other assigns to compliance with its obligations. In consequence, in order to comply with the Contract, the parties shall not be subject to any relation of subordination or dependency, for which reason they shall have total autonomy for compliance with the corresponding obligations.

In this regard, ENEL shall hold no responsibility for said personnel, nor for payment of their salaries, social benefits, social security, holidays and other items, whether labour or of any other type, that may be owed to them by the SUPPLIER.

The SUPPLIER may subcontract up to 30% of the contract value only with the written consent from ENEL. Should this authorisation be given, the SUPPLIER and its subcontractor shall be jointly responsible to ENEL for any type of obligation in relation to the Contract. For this purpose, the SUPPLIER shall submit the corresponding document, duly signed by the subcontractor.

- 18.4. Similarly, in the event that the Contract should involve an outsourcing of services, the SUPPLIER undertakes to comply with all obligations stipulated in Law N° 29245, which regulates outsourcing services, Legislative Decree N° 1038 and the other applicable legal and regulatory rules and those issued subsequently, including:
- Maintaining during the term of the Contract each one of the requirements and characteristics as an outsourcing company that provides comprehensive and autonomous services.
  - The inclusion in the payroll of all personnel providing services related to this Contract.
  - The timely and full payment of all its labour and social security obligations.



- The services to be provided shall not be executed by people contracted under the categories of services location, professional fees, and similar concepts. Nor under the category of work experiences or apprenticeships.
- Respect for their workers' labour rights.
- Informing their workers and ENEL's personnel on the services they will provide, in accordance with current legislation.
- Valid registration as an outsourcing company with the Ministry of Labour.

Other obligations described in current regulations that apply in its capacity as employer and other regulations to be subsequently issued.

With regard to Occupational Health and Safety, the SUPPLIER undertakes to comply with Law No. 29783, Occupational Health and Safety Law, approved by D.S. No. 005-2012-TR and by the Occupational Health and Safety Regulation for Electrical Activities approved by Ministerial Resolution No. 111-2013 MEM/ED. Furthermore, the SUPPLIER must comply with the standards, procedures and good practices of the industry, as well as those established in the following standards implemented by ENEL:

- a) Technical specifications on Environmental and Labour Safety and Health.
- b) General Safety Standards for ENEL's SUPPLIERS;
- c) OHSAS 18001.

It is established that the standards that amend, replace or complement the above standards and that are promptly notified to the SUPPLIER shall also be applicable. In the event that the SUPPLIER had not certified the above standards, it undertakes to provide ENEL with a plan and schedule to obtain the certification. The breach of said plan shall be a cause for termination at ENEL's discretion.

18.5. The SUPPLIER shall defend, at its own expense, any claims or threats of claims made by the SUPPLIER'S or subcontractor's workers, by competent authorities or by third parties against ENEL to the extent that such claims is based on a breach of legal and labour, social security and occupational risk prevention obligations. The SUPPLIER must hold ENEL and its affiliates harmless from any claims under the circumstances provided in this paragraph.

18.6. Penalties for violation of legal and labour aspects.

The penalties to be applied to the SUPPLIER have been combined into three categories: Administrative, Operational and Safety-Environment. Without prejudice to the application of such penalties, the SUPPLIER must take measures as it considers appropriate to ensure non-recurrence thereof. However, ENEL may double the sanction in case of recurrence. The following levels of penalties have been defined:

I: Serious

II: Very Serious

III: Extremely Serious which shall cause a significant effect on Safety, Vendor Rating System grading

18.6.1. Administrative Penalties:



DESCRIPTION	APPLICATION	SANCTION
<b>A. PENALTIES FOR ADMINISTRATIVE BREACHES</b>		
A1. Breach of labour and legal obligations	For each case	III
A2. Non-notified subcontracting and/or use of the management model called "management contracts"	For each case	III
A3. Delay in the delivery of information or background information requested by Enel Peru, submission of inaccurate information; which also authorises the suspension of payment of monthly invoicing	For each case	II
A4. No delivery of communication of beginning of civil works (foreseen) to the Municipalities	For each case	I
A5. Complaints, fines or reports provided by police, tax and municipal authorities	For each case	I
A6. Failure to renew the bonds and/or policies before its expiry	For each case	III

They are those applicable for breaches of administrative procedures or rules framed under the contract, the technical specifications of the services or the points detailed in the particular conditions. The following Administrative penalties have been defined

18.6.2. Operational Penalties:

They are those applicable for breaches of LSAs defined for each service as regards quality, productivity, etc.

The following penalties have been established, which shall be deducted from the payments pending to the SUPPLIER and applied according to the severity specified in the tables detailed below:

<b>B. PENALTIES FOR OPERATIONAL BREACHES</b>		
<b>Operational capacity</b>		
B1. Breach of each LSA referred to the Average Handle Time	By evaluated period	II
B2. Breach of each LSA referred to Deadlines	By evaluated period	II
B3. Failure to comply with work procedures and (Enel Peru, municipal, transit, OSINERGMIN, MINEM) standards or deficiencies in monitoring, repair of sidewalks out of term or poorly made, clearing abandonment.	For each case	II
B4. Not attend work previously coordinated and notified	For each case	II



B5. Lack of cleaning or deficiency thereof in the working area during and after completion of the task	For each case	I
<b>Quality of the work carried out</b>		
B6. Breach of each LSA referred to Quality	By evaluated period	II
B7. Service or civil work rejected applying the PCT 001 of Enel Peru	For each case	II
B8. Use of inappropriate material	For each case	I
<b>Infrastructure and equipment</b>		
B9. Differences in inventory	For each case	III
B10. Suspended vehicle, in poor condition or with observations	For each case	I
<b>Personnel</b>		
B11. Personal under the effect of alcohol or other intoxicating substance	For each case	III
B12. Loss of material or equipment under its care	For each case	II
B13. Lack of work uniform, in poor conditions, worn or broken, poor presentation or image	For each case	I
B14. Lack of competence, qualifications or probity of the assigned personnel	For each case	II

18.6.3. Penalties Occupational Safety and Health and Environment

Penalties related to breaches of Occupational Safety and Health and Environment, are set forth in point 18.2.1 of the General Part of the General Terms and Conditions of Contract and shall be applied according to the types of breaches I, II or III indicated in said paragraph and in the amount specified therein.

Notwithstanding the right to terminate the Contract, and claim the applicable compensation for damages and losses, in connection with any breach related to the protection of health and safety in the workplace, as well as administrative and operational aspects, ENEL shall have the right (in its sole discretion) to impose the penalties listed below, upon notice to the SUPPLIER by registered letter with acknowledgement of receipt:

- a) 1 UIT (Tax Unit) for each "SERIOUS" rated violation - I, according to the table in clause 18 of the General Part of these General Terms and Conditions of Contract.
- b) 2 UIT (Tax Units) for each "VERY SERIOUS" rated violation - II, according to the table in clause 18 of the General Part of these General Terms and Conditions of Contract.
- c) 5 UIT (Tax Unit) for each "HIGHLY SERIOUS" rated violation - III, according to the table in clause 18 of the General Part of these General Terms and Conditions of Contract.





If the violations listed in paragraphs a, b, and c cause accidents or personal injuries, ENEL reserves the right to impose (in its sole discretion) an additional penalty of up to 2% of the total value of the Contract and, in any case, of no less than 5 UIT.

## **19. Financial guarantee.**

### **19.1. Guarantee mechanisms accepted by Enel:**

#### **19.1.1. Bank guarantee letter or bond letter**

Document issued by a first level bank found in the list defined by ENEL (the issuing bank) at the request and on behalf of a client (borrower), with the description: "For the faithful, complete and timely fulfilment of the contract \_\_\_\_\_ (describe the object), with irrevocable, unconditional, joint, and immediate execution, without benefit of excussion", under which the bank undertakes to pay to the beneficiary the stipulated amount of money stipulated between the PARTIES, upon the sole presentation of the guarantee.

#### **19.1.2. Retention of invoicing**

ENEL may use as a guarantee the Retention of Invoicing of the SUPPLIER instead of the bank guarantee letter or bond letter.

### **19.2. Methods of guarantees:**

#### **19.2.1. Bid Bond:**

19.2.1.1. In case that a Bid Bond is required, the value shall be established on a case by case basis by ENEL, depending on the importance that the supply, civil work, or service included in the bidding have.

19.2.1.2. The bid bond shall be valid at least one hundred twenty (120) days as of the date of delivery of bids. This guarantee must be extendable if requested by ENEL.

19.2.1.3. The Bid Bond shall not be required unless explicitly indicated otherwise in the Request for Offers of each Proposal or in the corresponding bidding terms, which shall be defined on a case by case basis by ENEL.

19.2.2. Guarantee for the faithful, complete, and timely fulfilment of the Contract for civil works, services, and materials.

19.2.2.1. In the case of service contracts, the SUPPLIER must deliver up to 30 (thirty) days after the signing of the Contract or purchase order, a Guarantee in favour of ENEL, with an amount equal to 10% of the annual amount awarded and an annual validity.

Moreover, the last renewal must exceed twelve (12) calendar months the deadline established in the Contract or their corresponding extension addenda.

In the case of materials and equipment, the guarantee shall be equal to 10% of the contract value for a period between the receipt of the contract by the SUPPLIER up to the receipt of materials and equipment.

19.2.3. The guarantee of the fulfilment of labour and social security obligations for Job Broking services contracts is a guarantee additional to the one defined in the preceding point.



19.2.3.1. In the case of job broking services contracts, the SUPPLIER must provide a guarantee for compliance with labour and social security obligations, up to thirty (30) days after signing the Contract, in an amount equal to the value of the monthly payroll of the service personnel and an annual validity and the last renewal must exceed twelve (12) calendar months the deadline established in the Contract or their corresponding extension addenda.

19.2.4. Guarantee for quality of materials and equipment

The SUPPLIER must provide a guarantee in favour of ENEL, in an amount equivalent to 10% of the contract amount and a two year validity period as of the delivery of equipment.

19.3. Implementation of guarantee methods:

19.3.1. In the event that the SUPPLIER does not submit the established guarantee, ENEL may apply retention in its invoicing until the completion of the amount of the guarantee agreed by the Parties.

19.3.2. The SUPPLIER undertakes to notify in writing, and request coverage confirmation, to the financial institution which secures its guarantees, when there are any modifications to the terms and conditions of Contract and/or delivery order. The SUPPLIER has a period of thirty (30) days upon the signing of the modification of the contract, to submit the approval certificate for the modification issued by the financial institution. In the case that the method of guarantee is the retention, values shall also be checked in accordance with the alterations.

19.4. Return of the guarantees:

19.4.1. The bid bond shall be returned up to 15 (fifteen) days after the signing of contracts, upon written request of the SUPPLIER, once ENEL has made the relevant discounts and checks

19.4.2. In the case of service and civil works contracts, the guarantee of the fulfilment of contract and of labour and social security obligations shall be returned upon written request of the SUPPLIER, twelve months after the termination of the contract and once ENEL has made the relevant discounts and checks.

## 20. Insurance.

The SUPPLIER assumes all liability for injuries or damages to people - even to its subcontractors and third parties - or property caused by activities related to the Contract and undertakes to carry out, on its own, an appropriate procurement of the insurance, based on the risk and considering insurance companies of recognized standing and solvency during the whole term of the Contract, for:

20.1. Loss or damage that may be caused to the materials and equipment under the Contract during its manufacturing, loading and transport to the time and place of delivery to ENEL, assuming the SUPPLIER full liability regarding any damage to its own property or equipment. The same obligation is assumed by the SUPPLIER with respect to the materials and equipment that are provided by ENEL for the execution of work related to the Contract, from the time they are made available to the SUPPLIER or subcontractor and up until they are returned to ENEL.



- 20.2. The liability for damages and losses that may arise, for itself or its personnel or its subcontractors, to people or property of ENEL and/or third parties arising from the execution of activities under the Contract, remaining ENEL always excluded from all liability for any reason attributable to the SUPPLIER.
- 20.3. Liability insurance with sufficient limits, on a risk basis, to cover claims for property, personal damages and/or the adverse economic effects that may be caused to ENEL or to third parties, arising from a defect or malfunction of the material or equipment attributable to the SUPPLIER.
- 20.4. If the Contract provides for the deposit of materials on ENEL's premises, the SUPPLIER must, in addition to the aforementioned insurance, place an insurance policy against theft or other damage that the deposited materials may suffer, for the whole of the Contract period.

The above-mentioned policies must indicate that, where appropriate, the insurance company must directly compensate ENEL, for which it shall be included as "additional insured".

The limits of the insurance policy must cover the damages and losses whose notifications have been received within the term of execution of the Contract and/or in the following warranty period.

Insurance policies must explicitly include the insurer's waiver to its right to file a claim for recovery against ENEL without exception.

It is understood that the existence, validity and effectiveness of insurance policies this clause refers to are essential to ENEL and, therefore, if the SUPPLIER is unable to certify the insurance coverage at all times, ENEL may terminate the Contract, notwithstanding its right to claim the applicable compensation for other damages and losses.

If, in ENEL's sole judgement, the insurance coverage of the SUPPLIER is not enough to cover the risk, both in the delivery of materials or equipment and in the execution of the civil work or service under the Contract, the SUPPLIER undertakes to check and modify thereof, in accordance with ENEL requirements.

Similarly, the SUPPLIER is obliged to contract any other type of compulsory insurance policy that may be required by the applicable legislation on its own and with insurance companies of recognized standing and solvency.

## **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.**

- 23.1. In the event that for the execution of the Contract, the SUPPLIER has access to personal data included in databases owned by ENEL, it must comply with the provisions of Law N° 29733 - Law on Personal Data Protection. In any case, ENEL, as holder of the databases, shall decide on the purpose, content and use of data processing, being the SUPPLIER



limited to use such data solely for the purposes derived from the provision of services under this Contract.

- 23.2. The databases containing personal data accessed by the SUPPLIER as a result of the provision of services, are exclusive property of ENEL, being this title extended to all elaborations, assessments, segmentations or similar processes in connection with them that the SUPPLIER may carry out, in accordance with the services agreed in the Contract, stating the SUPPLIER that they are confidential for all relevant purposes, subject, therefore, to the strictest professional secrecy, even upon completion of the service provision.
- 23.3. The SUPPLIER is, for the purposes of the Contract, in charge of the data processing according to the current regulations on personal data protection, and undertakes to fulfil its obligations as such, not being this provision of data by ENEL considered a transfer of personal data for the purposes of Law No. 29733 - Law on Personal Data Protection.
- 23.4. The SUPPLIER, as responsible of data processing, is obliged to comply with the provisions of Law N° 29733 - Law on Personal Data Protection and its Regulation approved by Supreme Decree 003-2013-JUS, in particular, it specifically commits itself to:
- a) Safeguard the personal data to which it has access as a result of the provision of services, adopting the necessary legal, technical and organizational measures, in particular those set forth in Article 9 of Law 29733, Article 10 of its Regulation approved by Supreme Decree N° 003-2013-JUS and other development provisions, to ensure the security of personal data and prevent its alteration, loss, processing, or unauthorized access, taking into account the state of technology, the nature of the provided data, and the risks to which they are exposed, coming from human action, physical or natural environment. The measures shall cover, by way of illustration, hardware, software, recovery procedures, backups and extracted data from personal data in screen display or printed format.
  - b) Use or apply personal data solely to provide services that are agreed and, where appropriate, in accordance with the instructions given by ENEL, the holder of databases containing personal data.
  - c) Neither communicate nor transfer data, not even for preserving data for others, or the elaborations, assessments or similar processes mentioned above, nor to duplicate or reproduce all or part of the information, results or relationships between them.

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

- d) Ensure that personal data to which it has access is only processed by those employees whose intervention is necessary for the provision of services. The SUPPLIER shall notify these employees the security measures to be applied and the duty of secrecy and confidentiality they must keep in relation to them, even after the provision of services has been completed.
- e) To accept inspections and audits that ENEL may reasonably intend to carry out in order to fulfil the provision of services.
- f) Once the provision of services has been completed, the SUPPLIER must return to ENEL the personal data as well as the media or documents containing the information without retaining any copies within fifteen (15) calendar days. In the event that the SUPPLIER has created a record with the personal data provided by ENEL in order to fulfil the purpose of this Contract, said record must be destroyed.



- 23.5. Notwithstanding the provisions of letter (c) of point 23.4, in the event that ENEL authorises the subcontracting of certain services through third parties, which, in turn, implies that those third parties have to get access to the personal data affected by this paragraph, the SUPPLIER undertakes to make Third Parties and subcontractors jointly sign, prior to said subcontracting, a Contract under which the latter expressly accepts to be responsible of the data processing at the request of the holder of the personal data database in accordance with the same provisions contained in this paragraph, as well as the compliance with all those obligations arising from the data protection regulation and that are related to their condition as responsible of the data processing as a result of the content of the Contract.
- 23.6. In the event that the SUPPLIER, including its employees, does not comply with its obligations in accordance with the Contract or those derived from applicable legislation on data protection, the SUPPLIER shall be held liable for the data processing, and shall specifically assume full liability which may affect ENEL, holder of databases as a result of any type of sanction imposed by judicial or administrative proceedings against ENEL. In accordance with the preceding paragraph, the SUPPLIER undertakes to hold ENEL free and harmless from any claim which may be submitted (especially, in the event that a case file is opened by the National Authority for Personal Data Protection) due to its lack of compliance, as responsible of data processing, with the legislation on personal data protection, and agrees to pay the amounts for all sanctions, fines, applicable compensations, damages, losses and interests that may be imposed on ENEL due to said breach.

#### 23.7. Confidentiality of Personal Data

- 23.7.1. Since both the SUPPLIER and ENEL shall have access to personal data contained in databases of their respective ownership in order to execute the Contract, they must comply with the provisions of Law N° 29733 - Law on Personal Data Protection and its Regulation approved by Supreme Decree 003-2013-JUS as regards the duty of secrecy and confidentiality. For this reason, the SUPPLIER and ENEL must only use said data, solely and exclusively, for the purposes derived from the provision of services under this Contract.
- 23.7.2. The SUPPLIER and ENEL must maintain the duty of secrecy and confidentiality on personal data that they may have known during the execution of the Contract, even after the contractual relationship has been terminated and indefinitely; except for those cases where the law requires disclosure thereof.

### **24. Environmental protection.**

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

- 24.1.1. The SUPPLIER undertakes to implement all the appropriate measures to guarantee the strict compliance with obligations corresponding to the SUPPLIER in accordance with the provisions of all the applicable environmental legislation in Peru, especially with regard to the correct packaging and labelling of the supplied products (packaging date, manufacturing date, expiration date, etc.), as well as the returnability of containers for chemical products where such products are deemed to be dangerous substances or materials by applicable laws, notwithstanding any future legal developments that may arise in this respect in the future, and to reinstate the damage caused as a consequence of any breach of the applicable regulations.
- 24.1.2. The SUPPLIER undertakes wherever possible to supply products or materials with environmental labelling, with greater energy efficiencies, with a long service life involving lower costs and less likelihood of waste being generated due to shelf life expiry and lower final disposal costs.



- 24.1.3. The SUPPLIER undertakes that the usable elements in its materials and equipment shall not be chemically unstable or contain carcinogens. .
- 24.1.4. The SUPPLIER shall respect the limitations established on the marketing of dangerous substances and materials by applicable legislation, as well as any other future legal modification in this regard. Particularly, the SUPPLIER shall accredit the absence of PCBs in the oils used in the equipment, and the absence of CFCs, HCFCs, halons, etc., with trade restrictions.
- 24.1.5. The SUPPLIER shall be responsible for ensuring that the transport methods fulfil the provisions of applicable legislation.
- 24.1.6. The unloading of products or materials shall take place in accordance with the appropriate procedures established to comply with applicable legislation on the handling of hazardous substances in each jurisdiction.
- 24.1.7. Whenever possible and even where this is no applicable legal obligation, the SUPPLIER shall reuse or recycle the waste generated by its products or materials.
- 24.1.8. ENEL reserves the right to monitor or control the SUPPLIER'S waste management procedures to ensure they are correct.
- 24.1.9. If the Contract includes the acquisition of substances in the form of compounds or contained in other elements, including but not limited to the following:
- insulating oils,
  - lubricating oils,
  - greases,
  - paint, ink (including Toner) and varnish,
  - solvents,
  - chemical products,
  - electric batteries,
  - gases (in bottles or equipment).
  - Fuels (diesel, fuel oil)
  - Laboratory reagents
  - Cleaning products
  - Controlled products

The SUPPLIER shall ensure the compliance with current legislation on the registration, evaluation, authorisation and restriction of substances and chemical compounds, providing the safety data sheet (MSDS) in Spanish, handling and storage of substances or mixtures that it supplies prepared in accordance with the current legislation. The safety data sheet must describe the uses for the supplied substances and compounds.

- 24.1.10. The SUPPLIER undertakes to manage the empty containers used to supply the substances, in accordance with the applicable legislation. In any case, it undertakes to remove such products when ENEL so requests and makes them available for this purpose. The SUPPLIER shall also be fully liable for compliance with the applicable regulations on transport, as described in previous points. The SUPPLIER shall also be obliged to remove the packaging used for the transport in the conditions and periods established in each Contract or, if these details are not specified, the SUPPLIER shall remove the packaging from previous deliveries when making subsequent deliveries and when ENEL so requests.

The SUPPLIER of electronic equipment shall comply with the conditions imposed by applicable legislation for the disposal of electronic waste. Special attention must be paid to electronic meters, computers and control equipment, which must be removed at the end of their useful lives by the SUPPLIER, establishing the appropriate logistics for final disposal.



## 24.2. Civil works and/or Services.

- 24.2.1. The SUPPLIER must be aware of all internal and legal requirements and norms that are applicable to carry out the work.
- 24.2.2. The SUPPLIER shall guarantee and, if necessary accredit, that the personnel carrying out the work object of the Contract, have or receive the appropriate theoretical and practical training for the work, especially the one required to guarantee the appropriate environmental behaviour and reduce the risk of an incident with environmental effects. The training must cover the obligations derived from the Environmental Management Systems documents, if such a system be implemented or in the process of being implemented, as is usually the case in ENEL'S businesses.
- 24.2.3. The SUPPLIER shall provide its personnel with the measures necessary to ensure that the works can be carried out in an environmentally friendly manner. Similarly, the SUPPLIER undertakes to fulfil all the applicable legal requirements, as well as those deriving from the Environmental Management Systems, if there be one implemented in the installation that is the object of the Contract.
- 24.2.4. The SUPPLIER shall be liable for any environmental incident it causes, as a result of the works, reserving ENEL the right to impose on the SUPPLIER all the actions and the expenses arising from its failure to meet its environmental obligations. The SUPPLIER must implement all appropriate measures to guarantee the strict compliance with all applicable environmental legislation that applies to the works, and shall repair any damage caused as a consequence of any breach of the applicable regulations in force.
- 24.2.5. The SUPPLIER shall prepare an environmental contingencies and risks prevention plan for the works that shall be performed, which must be provided to ENEL when requested. To avoid any incident, the SUPPLIER shall implement the appropriate preventive measures to guarantee the fulfilment of the applicable regulations in force, as well as good environmental management practices, such as:
- Appropriate storage and handling of chemical products and toxic and hazardous merchandise or waste, disposing of incompatible chemical products separately and avoiding waste materials mixing with each other.
  - Putting clear signs in the areas that are environmentally sensitive or containing waste with environmental effects.
  - Preventing leaks, spills and contamination of soil, inspection chambers or beds.
  - Prohibiting its employees from setting fires or leaving cleaning procedures or works unattended.
  - Preventing the emission of dust or other substances when transporting materials.
  - The SUPPLIER must especially observe the prohibition of carrying out any form of uncontrolled spilling or the abandonment of any type of waste in the area for the contracted civil works or services, which must be kept clean and tidy during each working shift and especially at the end of the shift, whilst complying with the established environmental procedures of the Environmental Management System, that apply to the works to be carried out, if there is one implemented in the facilities object of the Contract.
  - In order to appropriately segregate each type of waste, the SUPPLIER must place a sufficient number of containers in good conditions with locks and signs, in accordance



with the colours indicated in the applicable legislation, in the work area. When waste is generated, its final disposal must be managed according to the type of waste and in accordance with the legislation that is applicable thereto by companies authorized for this purpose. When requested, the SUPPLIER shall provide ENEL with copies of the waste disposal, management and transport documents, as applicable by law, as well as the licenses authorising the waste managers and carriers used.

- Once all the contracted works or services have been provided, the SUPPLIER must leave the working area clean and free from any remains, removing all the debris, packaging, containers, rubbish, scrap metal and any kind of waste generated, with all the removal, transport and authorised disposal operations at the SUPPLIER own cost and account.
- Similarly, the SUPPLIER shall implement the appropriate measures to guarantee strict compliance with the environmental legislation in force applicable to said works.

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

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

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

24.2.9. In presence of a breach of any of these clauses, ENEL's technician supervising the work may stop it, being the SUPPLIER liable for the losses incurred and in any event, the breach of obligations relating to the maintenance of the working area shall determine if the costs incurred plus 10% thereof as a penalty must be deducted from the invoicing.

The SUPPLIER agrees to apply these specifications to all civil works and services it has to carry out in any ENEL's or third parties' facility.

## **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 "General Principles for Criminal Risks Prevention". 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 [www.enel.com](http://www.enel.com).

## 27.2. Conflict of interest.

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

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

By signing the Contract, the SUPPLIER (if a legal person<sup>1</sup>) declares:

That as a result of the knowledge of its business structure, no person belonging to its governing, management or supervision bodies (fiduciary societies):

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

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

## 28. Applicable law and dispute resolution.

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

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



- 28.2. All disputes and controversies (each one a "Dispute") which may arise between the Parties concerning the interpretation, execution, compliance and any aspect relating to the existence, validity or termination of the Contract, shall be resolved through direct settlement between the Parties within thirty (30) calendar days as of the date on which either Party notifies the other in writing, the existence of a Dispute (the "Term of Direct Settlement").
- 28.3. In the event that the Parties could not resolve the respective dispute within the Term of Direct Settlement, it shall be subjected to legal arbitration through a procedure conducted in accordance with the provisions of this clause, and if it is not specifically provided, in accordance with the Arbitration Regulation (the "Regulation") of the Centre for Conflict Analysis and Resolution at the Pontificia Universidad Católica del Perú (the "Centre"), with supplementary application of Legislative Decree No. 1071 which regulates arbitration or the law replacing it. The application of the Centre Regulation does not imply the subjection of arbitration to the Centre's administration since it is decided that the arbitration shall be *ad-hoc*, conducted by the arbitrator or the arbitration tribunal, as appropriate.
- 28.4. Disputes for an amount lower than or equal to \$ 50,000.00 (fifty thousand and 00/100 United States Dollars) shall be resolved by legal arbitration conducted by one (1) sole arbitrator (the Arbitrator), which shall be appointed by mutual agreement by the Parties, in accordance with the rules of the Centre, as provided in the preceding point. In this regard, if no agreement is reached between the Parties regarding the appointment of the Arbitrator, the provisions of the Centre Regulation shall be applied for its appointment.
- 28.5. Disputes for an amount exceeding \$ 50,000.00 (fifty thousand and 00/100 United States Dollars) shall be resolved by an arbitration tribunal consisting of three (3) members. Each Party shall appoint one (1) arbitrator within a maximum period of fifteen (15) days as of the request for arbitration or its answer, as appropriate. The third arbitrator, who, in turn, shall serve as chairman of the arbitration tribunal, shall be appointed by agreement between the two (2) arbitrators designated by the Parties within thirty (30) days as of the appointment of the last arbitrator. In the event that a Party fails to appoint its corresponding arbitrator within the period indicated in this point, said arbitrator shall be appointed, upon the request of either Party, by the Centre. In the event that both arbitrators appointed by the Parties fail to appoint the third arbitrator within the time limit indicated above, the appointment shall be made, at the request of either Party or the appointed arbitrators, by the Centre.
- 28.6. The arbitration will take place in Lima, Peru and shall be conducted in Spanish.
- 28.7. The arbitration award issued and duly notified shall be final, unappealable, shall have res judicata effect and be effective and binding upon its notification to the Parties. The Parties, in the broadest sense permitted by applicable laws, waive their right to file any appeal against the arbitration award, without prejudice to the appeal for award nullification in accordance with the Legislative Decree N° 1071 which regulates arbitration or the law replacing it.
- The provision of a joint and unconditional bank bond in favour of the prevailing Party, in the amount of the guarantee established in the award by the arbitrator or the arbitration tribunal, is a requirement for the admissibility of the appeal for nullification and the suspension of the effects of the award.
- If the appeal for nullification is dismissed, the Party that did not file the appeal is authorised to execute the guarantees granted in its favour.
- 28.8. The arbitrator's and the arbitration tribunal's fees and the secretariat expenses of both shall be established by the arbitrator or the Arbitration Tribunal, as appropriate, respecting the limits established by the Centre for the arbitrations administered by said institution, in accordance with the Fees Table approved by said institution valid at the beginning date of the arbitration, respecting the amount limits for fees and administrative expenses in the



Arbitration Tariffs Table of the Centre for amounts of S/.14,500,000.00 (fourteen million five hundred thousand and 00/100 nuevos soles).

In order to determine the fees and secretariat expenses, the amount of the Dispute shall be established on the base of the economic valorisation of the encumbrances invoked by the appellant.

When it comes to matters that are not quantifiable in money, the arbitrator or the arbitration tribunal shall fix its fees according to the complexity of the matter, respecting the amount limits for fees and administrative expenses in the Arbitration Tariffs Table of the Centre for amounts of S/.14,500,000.00 (fourteen million five hundred thousand and 00/100 nuevos soles).

- 28.9. The expenses incurred by the Parties as a result of the arbitration shall be borne by the losing Party.
- 28.10. Notwithstanding the foregoing, the Parties subject the settlement of disputes that cannot be settled by arbitration to the jurisdiction and competence of the Judges and Courts of the Judicial District of Lima, waiving in advance to their jurisdiction and venue.
- 28.11. While the outcome of any arbitration conducted in accordance with this clause is pending, the Parties are obliged to comply with their respective obligations pursuant to this Contract.
- 28.12. For any intervention of judges and lower courts that are required in accordance with the Legislative Decree N° 107, the Parties expressly submit themselves to the competence of the judges and courts of the Judicial District of Lima.