

This "Annex V Peru" applies to contracts for the purchase of supplies, services or contracting works (hereinafter, the "Contract") that are covered by Peruvian legislation and concluded between Enel Group companies and the Supplier (hereinafter the "Parties").

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## 1. Scope of Application.

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

## 2. Definitions.

- **FINAL ACCEPTANCE CERTIFICATE:** Certificate or document confirming final acceptance and conclusion of the Warranty Period in respect of the materials or equipment purchased or the contracted works or service, which must be signed by both parties to be valid.
- **PROVISIONAL ACCEPTANCE CERTIFICATE:** Certificate or document, which must be signed by both parties to be valid, referring to the following:
  - 1) The satisfactory result of the tests, trials or final inspections on a specific piece of equipment or material received by ENEL or the repair or correction of defects noted in them, where applicable, or
  - 2) The satisfactory result of the examination of the good working condition of the contracted service and the compliance with technical standards and contractual clauses in terms of execution, production and commissioning, in the applicable areas.
- **WORKS AND SERVICES INSPECTION CERTIFICATE:** Certificate that records any defects found in the completed works or services and the timeframe in which they must be rectified by the SUPPLIER.
- **DELIVERY NOTE:** Commercial document containing a list of the goods supplied and accrediting their effective delivery.
- **CONSIGNMENT AUTHORISATION:** Document issued by ENEL authorising the SUPPLIER to proceed with the consignment of the contracted equipment or material, or a part of the same.
- **DISPATCH NOTICE:** Document issued by the SUPPLIER once all specified procedures have been followed, informing ENEL that the contracted equipment or material or a portion thereof have been dispatched.
- **QUALITY AGREEMENT:** Agreement between ENEL and the SUPPLIER, under which the former has a certain degree of liability for the acquisition, guaranteeing quality levels that have been previously agreed by both Parties.

- **LETTER OF INTENT or NOTICE TO PROCEED:** Non-binding agreement outlining the commitments that may or may not be formalised in a Contract at a future date.
- **GUARANTEE COMMITMENT:** Set of technical and commercial guarantees covering the materials and equipment purchased and/or the contracted works or services, which the SUPPLIER undertakes to honour.
- **INSPECTOR:** Person or body appointed by ENEL to carry out inspections in any stage during the implementation of the Contract.
- **REQUEST FOR OFFERS:** Document through which ENEL issues its request for bids. This document will consist of the Technical, Commercial and Legal Specifications, including these General Terms and Conditions.
- **QUALITY CONTROL PLAN:** Document issued by the SUPPLIER specifying the processes, procedures and associated resources that will be used to meet the Contract's requirements.
- **INSPECTION POINTS PROGRAMME:** Document issued by the SUPPLIER and subject to ENEL's approval, recording the various inspections, tests, trials or checks that must be carried out.
- **ACCEPTANCE AT SOURCE:** Procedure during which the mandatory tests or checks for the handover of the materials are carried out in the presence of ENEL's technicians or of the person or body appointed by ENEL, in the SUPPLIER's facilities, those of its subcontractor or any other company agreed by the Parties.
- **ACCEPTANCE PROTOCOL:** Procedure for checking the mandatory testing protocols that have been previously carried out by the SUPPLIER, through which ENEL's technicians or the person or body authorised by ENEL, approve the consignment of the material in question or, on the contrary, decide to check results of said protocols through an Acceptance at Source procedure.
- **QUALITY ASSURANCE SYSTEM:** System establishing the requirements that the SUPPLIER must fulfil in order to provide the materials/services that are the subject of the Contract effectively and correctly.

### 3. Language.

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

#### **4. Formalisation.**

According to the wording in the clause of the same name in the main body of the General Terms and Conditions of Contract.

#### **5. Interpretation.**

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

Matters whose regulation in the Annex expressly states that they shall be governed directly according to the wording contained in the clause of the same name in the main body of the General Terms and Conditions of Contract, shall be excluded from the provisions of the previous paragraph.

#### **6. Notices.**

According to the wording in the clause of the same name in the main body of the General Terms and Conditions of Contract.

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

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

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

- Direct and indirect labour.
- Training and medical exams of personnel assigned to the service.
- Safety equipment (PPEs).
- Health insurance and complementary insurance for risk work.
- Expenses from the existing register in ENEL's Supplier Registry system.
  
- Machinery and associated personnel.
- Amortisation of machinery.
- Consumable supplies and permanent materials.
- Transportation of personnel, materials and resources to and from the place of work.
- Installation and authorisation of services.

- Maintenance costs.
  - Overheads and business profit.
  - The legally corresponding taxes, levies and duties.
  - Expenses incurred by the SUPPLIER in programming, inspections and tests, controlling materials and execution methods, tests, deliveries and other analyses.
  - Complete fulfilment of all the work units, in accordance with the technical specifications and all other contractual documents.
  - Construction, demolition and removal of the auxiliary works, installations, security or storage facilities or installations built in compliance with the Regulation for the Prevention of Occupational Risks.
  - Costs of financial guarantees, insurance and warranties, where applicable.
- 7.1.2. The prices shall be itemised by price of services, price of materials and the legally corresponding taxes.
- 7.1.3. The SUPPLIER shall pay any additional costs incurred in freightage and transportation and any expenses incurred due to the failure to fulfil the delivery and consignment conditions established in the Contract.
- 7.1.4. ENEL shall not pay for any materials, equipment or work not included in the Contract if their execution was not previously offered by the 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 is obliged to accept the extensions, modifications and reductions in the scope of the Contract, to the agreed prices, provided that they do not represent, on the whole, an increase or decrease of more than 20% of the Contract amount. The new delivery date, if appropriate, shall be determined by agreement between the parties, based on a reasonable proposal by the SUPPLIER.
- 7.1.6. If the extensions, modifications or reductions that ENEL proposes, which have been motivated by a justified reason, represent together an increase or decrease of more than 20% of the Contract amount, the SUPPLIER may accept or reject them, but in the latter case, ENEL shall be entitled to terminate the Contract.

## 7.2. Negotiated and cost-plus prices.

- 7.2.1. In the cases in which a work unit that was not originally foreseen in the prices of the Contract must be executed, the corresponding price shall be agreed upon by ENEL and the SUPPLIER, on the basis of a duly justified proposal by the latter, based on an itemisation of the costs of other similar units for which there is a unit price.
- 7.2.2. The negotiation of the contingent price shall be independent of the construction of the unit in question, and the SUPPLIER shall be obligated to implement the unit immediately after receiving the order from ENEL.
- 7.2.3. If reaching an agreement to establish a negotiated price is not possible, or if ENEL deems it necessary, the price shall be determined on a cost-plus basis, for the purposes of which the SUPPLIER shall include the corresponding price ranges in their offer, along with all the items listed in clause 7.1.1.
- 7.2.4. The execution of works on a cost-plus basis may only be carried out after the execution order has been received from ENEL in writing.
- 7.2.5. The personnel costs shall include the tools corresponding to the worker's area of expertise, as well as the equipment required for the worker's safety and protection and the correct execution of the work.
- 7.2.6. Additional costs for transport, allowances or expenses for the SUPPLIER's personnel shall not be accepted.

## 7.3. Invoicing.

- 7.3.1. The following items must be shown separately on the same invoice:
  - a) Eventual works contracted on a cost-plus basis, in addition to the costs agreed in the Contract.
  - b) Increases that have already been invoiced through the application of the readjustment formula established in the Contract. In this case, the SUPPLIER must provide documents substantiating the values of the price indexes applied and the details of the corresponding readjustment formula.

## 7.4. Terms of payment.

- 7.4.1. The invoices shall be paid, subject to ENEL's prior approval of the compliance with the Contractual conditions, within the deadline

indicated in each case, and failing this, in the first day of the bulk payment after ninety (90) calendar days following the date of entry into ENEL's General Register, or the date of the invoice's approval, if that date is later than the date of entry into ENEL's General Register.

- 7.4.2. Should the SUPPLIER not comply with the obligations established in the Contract, it shall be automatically constituted in default, without summons by ENEL being necessary, in accordance with the provisions of point 1) of Article 1333 of the Civil Code.
- 7.4.3 In the event of return of an invoice by ENEL to the SUPPLIER, the invoice payment period shall be calculated from the date on which the SUPPLIER resends it, complying with all requirements of these General Terms and Conditions and of the Contract.
- 7.4.4 All payments made before the Provisional Acceptance in accordance with the stipulations of the Contract shall be considered payments in advance and shall be discounted from the final price. If no guarantee of the faithful fulfilment of the Contract has been presented, the SUPPLIER must provide a financial guarantee to ENEL at the same time as making each of the potential payments, in fulfilment of the requirements established in these General Terms and Conditions, to guarantee said payments.

## **8. Taxes.**

According to the wording in the clause of the same name in the main body of the General Terms and Conditions of Contract.

## **9. Execution.**

### **9.1. General conditions.**

According to the wording in the clause of the same name in the main body of the General Terms and Conditions of Contract.

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

- 9.2.1. ENEL may inspect the contract materials and equipment at any stage during the manufacturing process, as well as the execution of the contracted works or services, including the materials used by the SUPPLIER to provide the works or services. These inspections may be carried out by ENEL's personnel directly or by persons or organisations appointed for this purpose, in the works, offices,

factories, workshops or warehouses of the SUPPLIER or those of the SUPPLIER's subcontractors. For these purposes, ENEL's inspectors shall be provided free access to the above mentioned installations and must be granted this access when necessary.

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

### 9.3. Quality Control.

- 9.3.1. Quality control covers all the actions, activities and techniques required to give sufficient confidence that the contracted materials, equipment, works or services satisfactorily meet the conditions required by ENEL and, if applicable, comply with the corresponding technical standards.
- 9.3.2. The 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 tests shall have no bearing on the full liability for quality control, which will fall solely on the SUPPLIER.
- 9.3.3. Before starting the manufacturing process or the construction of the works or provision of the contracted service, the SUPPLIER shall submit a Quality Control Plan (according to Standard ISO 10005 or equivalent), at ENEL's request, for approval, which shall include the Inspection Points Programme and a description of the applicable operations and procedures.
- 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.
- 9.3.4. During the execution of the Contract, the SUPPLIER shall rigorously and strictly comply with the contents of the Quality Assurance System and Quality Control Plan approved by ENEL, which reserves the right to carry out any audits necessary to ensure that the plans are fulfilled.
- 9.3.5. 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.

- 9.3.6. 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 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 timeframe, this period shall begin when the Contract is signed or on the issuance date of the Letter of Intent or 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 that the design, raw materials, brands and types of components are identical to those contained in the original approved offer, if so requested by ENEL.
- 9.4.2.3. In order to deliver the elements, the SUPPLIER must send to ENEL, addressed to the person designated in the Contract or in charge of receiving the elements, the Dispatch Notice, stating the following:
- Contract reference number.
  - Number of packages sent, indicating the materials contained therein. If these were the last contracted supplies, this should be expressly noted.
  - Data on the means of transport used and/or the company in charge of transport, with the telephone number of a contact person.

- Date and place of commissioning of the equipment or materials.

Furthermore, 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 Consignment Authorisation subsequent to the Acceptance Protocol or the Acceptance at Source issued by ENEL. The supplies subject to Quality Agreements shall be exempt from this requirement. If, however, the SUPPLIER proceeds with the consignment, all the costs incurred in the process shall be at the SUPPLIER's expense.
- 9.4.2.5. Unless otherwise agreed, the delivery of the materials and equipment shall be made at the DDP (Incoterms CCI 2010) at the delivery point provided in the Contract. The terms, with reference to the delivery, ownership, insurance, etc., shall be interpreted in accordance with the Incoterm, except where such terms are in conflict with the contents of the Contract.
- 9.4.2.6. ENEL reserves the right to postpone any delivery or consignment of the materials or equipment it is to receive, without such postponement constituting a failure to fulfil the delivery dates on behalf of the SUPPLIER. The SUPPLIER shall pay any storage and insurance costs resulting from the postponement in the month following the agreed date of delivery. Should the delay be extended any longer, the Parties shall mutually agree on the appropriate compensation for the subsequent storage and insurance costs.
- 9.4.2.7. Once ENEL has received the material or equipment, it shall issue a Provisional Acceptance Certificate, which must be signed by both Parties. This Certificate must mention the satisfactory results of the final tests, checks and inspections, or a record must be made of the circumstances in which any deficiencies discovered are repaired, resolved or corrected. The Provisional Acceptance Certificate must be made out within a maximum period of eight (8) calendar days from the date on which either of the Parties requests it, once all the conditions or activities of the Contract have been carried out.

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

- 9.4.3. Works and/or services.

- 9.4.3.1. After the agreed warranty period passes, the SUPPLIER must notify ENEL of the expiry of this period and request the Provisional Acceptance. In view of this request, ENEL shall communicate the established date for the Provisional Acceptance to the SUPPLIER, 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 Provisional Acceptance, the state of the contracted works or service shall be inspected, in the presence of the SUPPLIER's representative, to check that 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 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 period stated in the applicable legislation, in addition to legal responsibilities and other types of liabilities that may apply.

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

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

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

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

- 10.2. ENEL shall not be liable in respect of any subcontractor or assignee, or any of their personnel, for any claims arising directly or indirectly from the Contract. To this end, the 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 any of these parties' personnel. The abovementioned liability shall be sufficient to cover both the sum that ENEL may be forced to pay as indemnity, and the expenses or costs of any nature that ENEL is forced to incur as a result of said claim. The SUPPLIER's failure to fulfil the requirements established in this clause shall be considered a serious breach of Contract and shall give ENEL the right to terminate the Contract due to breach by the SUPPLIER, notwithstanding any other legal action that ENEL may institute.

- 10.3. In the event of assignment or subcontracting of the Contract, the SUPPLIER undertakes to procure the assignee's or subcontractor's prior acceptance of ENEL's obligations in respect of the fulfilment of the contractual, legal, employment, confidentiality, security and health and safety conditions. Documentation accrediting the assignee's or subcontractor's acceptance of these conditions must be provided to ENEL.
- 10.4 In accordance with the above, ENEL may at any time inspect and monitor the works or manufacturing process of the assignee or subcontractor to ensure that the obligations are being met. The subcontractor or assignee must provide ENEL with all the assistance it may require for these purposes (documentation, reports, free access to its factories, workshops or installations, etc.).
- 10.5. ENEL reserves the right to reject any of the subcontractors or assignees that it deems inappropriate during the course of the work or service.

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

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 clause of the same name in the main body of the General Terms and Conditions of Contract.

### **13. Supplier liability.**

According to the wording in the clause of the same name in the main body of the General Terms and Conditions of Contract.

### **14. Guarantee commitment.**

- 14.1. The warranty period for the materials and equipment and the contracted works or services and the Commitment outlined above shall last for the period specified in the Contract, or, if this is not specified in the Contract, for the period of one (1) year as of the date of the Provisional Acceptance Certificate; if this Certificate is not issued, the one-year period shall begin as of ENEL's acceptance of the delivery of the material or the notification of the completion of the contracted works or service and the delivery of the SUPPLIER's documentation for the processing of the administrative authorisation to commission the works.
- 14.2. If upon expiry of the Warranty Period, at least six (6) months have not elapsed since the commissioning of ENEL's main installation for which the element is intended or that forms part of the subject of the Contract, the Warranty Period shall be automatically renewed until those six (6) months have elapsed, unless the materials or equipment provided by the SUPPLIER have required repairs or replacements, in which case, the guaranteed for the same time as the Guarantee commitment 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, although ENEL shall be subject to the corresponding confidentiality clauses attaching to these elements.

### **15. Penalties.**

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

Where no extension or new period is established, the fine shall be equal to 1.5% of the total Contract value per calendar week of delay, during the first four weeks, and equal to 4% from the fifth week.

- 15.2. Fines for delay may not exceed 15% of the total Contract value. If this limit is exceeded, ENEL shall have the right to rescind the Contract in accordance with applicable legislation.
- 15.3 The collection of the fines shall not imply any limitation to ENEL's right to charge the costs and extraordinary expenses that it is obliged to pay to third parties as a direct consequence of the delays in question, to the SUPPLIER.

If during the warranty period, ENEL finds it is unable to use the contracted materials or equipment, or the works performed or installations set up, due to defects, damage or faults that have occurred or been discovered during the period, which are not attributable to ENEL, or due to deficiencies in the execution or works that the SUPPLIER must correct in fulfilment of the Guarantee Commitment, 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.

- 15.4. The application of the established fines shall not release the SUPPLIER from the obligation of providing the Guarantee Commitment 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, 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 clause.

ENEL shall notify the SUPPLIER of the fine that must be paid, stating the sum of the fine and the reasons for its imposition, 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 the arguments, the SUPPLIER shall deduct, from its invoice, the amount corresponding to the penalty applied. Should this deduction not be made, the established guarantees shall be executed or collection attempted by any other means envisaged in the Contract, Laws or in these General Terms and Conditions, notwithstanding the applicable compensation for damages in favour of ENEL.

Once the financial guarantee is executed, the SUPPLIER shall be obliged to reinstate the guarantee to its level prior to the execution, in accordance with the contents of clause 19.

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.

## **16. Suspension, Rescission and Termination.**

According to the wording in the clause of the same name in the main body of the General Terms and Conditions of Contract.

## **17. Force Majeure.**

According to the wording in the clause of the same name in the main body of the General Terms and Conditions of Contract.

## **18. Employment Law, Social Security and Health and Safety Provisions.**

- 18.1. The SUPPLIER undertakes to have at all times the necessary staff in terms of numbers and qualifications to execute the purpose 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 safety 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, ENDEL 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.

18.4. The SUPPLIER may not fully or partially subcontract the work commissioned. In all cases, the subcontracting must be authorised in writing by ENEL. Should this authorisation not be given, the SUPPLIER and its subcontractor shall be jointly and severally 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, to ENEL.

18.5. Furthermore, in the event that the Contract should involve an outsourcing of services, the SUPPLIER undertakes to comply with all obligations stipulated in Law No. 29245, which regulates outsourcing services, Legislative Decree No. 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 integral and autonomous services.
- The inclusion in the payroll of all personnel providing services related to this Contract.
- The appropriate and full payment of all its labour and social security obligations.
- The services to be provided shall not be executed by persons contracted under the categories of services location, professional fees or 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 Employment.

Its other obligations described in current regulations as employer and other regulations that may be subsequently issued.

With regard to Occupational Health and Safety, the SUPPLIER undertakes to comply with the Occupational Health and Safety Regulations, approved by D.S. No. 009-2005-TR and by the Occupational Health and Safety

Regulation for Electrical Activities approved by Ministerial Resolution No. 111-203 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) General Safety Standards for ENEL SUPPLIERS;
- b) 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. Breach of this plan shall be a cause for ENEL to terminate the Contract.

18.6. The SUPPLIER shall defend, at its own cost, any claims or threats of claims made by the workers of the SUPPLIER or subcontractors, by competent authorities or by third parties against ENEL insofar as said claim is based on a breach of legal and labour, social security and occupational safety and health obligations. The SUPPLIER must hold ENEL and its subsidiaries harmless from any claims in the circumstances stipulated in this clause.

18.7. **Penalties for violation of rules relating to the protection of occupational health and safety.**

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

- a) 250 EUR (Two hundred and fifty euro) for each violation described as "SERIOUS", according to the table in clause 18 of the main body of the General Terms and Conditions of Contract.
- b) 500 EUR (Five hundred euro) for each violation described as "VERY SERIOUS" in accordance with the table contained in clause 18 of the main body of the General Terms and Conditions of Contract.

If the violations referred to in paragraphs a) and b) cause accidents or injury, ENEL reserves the right to impose (at its discretion) a fine of up to 2% of the total Contract value and, in both cases, not less than 500 EUR (Five hundred euro).

## 19. Financial guarantee.

19.1. Guarantee to ensure full, complete and timely compliance with the Contract.

- **Bank Guarantee Certificate or Bond Letter**

Document issued by a bank (issuing bank) on request of and for a customer (holder), by virtue of which the bank is obliged to pay the beneficiary a certain amount of money against the mere presentation of the guarantee and verification of breach of the event guaranteed in the deposit.

- **Stand By Letter of Credit.**

Document frequently used in international operations, issued by an international bank, called the issuing bank, on request of its customer (instructing party). This bank shall request the opening of a standby letter of credit to a domestic bank.

The domestic bank, called the receptor, shall assess the issuing bank and shall define whether to open the standby letter of credit according to country risk or another. Once the opening of the standby letter of credit is confirmed, the receptor bank representing the issuing bank undertakes to pay the beneficiary the amount of money defined as guarantee. This bank instrument is governed under international standard ICC 590.

- **Performance Bond.**

Guarantor document used in international operations where, as with the standby letter of credit, an international bank with representation in our country, grants a loan to its customer or accepts a deposit of money to comply with the guarantor requirement, which shall be paid to the beneficiary by a domestic bank representing the issuing bank of the document. This bank instrument is governed under international standard ICC 458.

19.2. The guarantee established by the SUPPLIER shall expire on the maturity date established in the Contract and shall be returned, on written request by the SUPPLIER and once ENEL has made the pertinent discounts and checks.

19.3. Should the SUPPLIER not establish the guarantee defined in this clause, ENEL can withhold 10% of each invoice until completing 10% of the amount of the construction work or service or the amount of the guarantee agreed by the Parties.

## **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 above, insurance against theft or other damage that the deposited materials may suffer, for the whole of the Contract period.
- 20.2. If, in ENEL's opinion, the insurance cover of the policies obtained by the SUPPLIER in accordance with the preceding clauses is insufficient in respect of the risk exposure of the materials or equipment delivered or the works or services provided under the Contract, the SUPPLIER undertakes to revise and modify the policies as required and in accordance with the conditions of the insurance market.

## **21. Intellectual and Industrial Property.**

According to the wording in the clause of the same name in the main body of the General Terms and Conditions of Contract.

## **22. Confidentiality.**

According to the wording in the clause of the same name in the main body of the General Terms and Conditions of Contract.

## **23. Processing of personal data.**

- 23.1. If the performance of the Contract involves the need for the SUPPLIER to access personal data, as a manager of the personal data bank and responsible for its processing, which ENEL owns, the provisions of this clause shall be applicable.
- 23.2. Any such data that is processed and managed by the SUPPLIER shall remain under the responsibility of ENEL.
- 23.3. The SUPPLIER is, for the purposes of the Contract, a manager of the personal data bank in accordance with current regulations on Personal Data Protection, and undertakes to meet its obligations as such. This provision of data by ENEL is not considered a communication of personal data for the purposes of Law No. 29733 on Personal Data Protection.
- 23.4. The SUPPLIER, as manager of the personal data bank, declares and guarantees:

- a) That the data shall be processed pursuant to current legislation, and in accordance with the criteria, requirements and specifications established in the Contract, and failing that, with the instructions given at any time by ENEL.
- b) That the personal data to which the SUPPLIER has access to as a result of the provision of the contracted services shall not be applied or used for any purposes other than that specified in the Contract.
- c) That it shall directly return to ENEL any personal data that have been subject to processing, in a period of fifteen (15) calendar days from the termination date of the service in accordance with that stipulated in the Contract.
- d) That it shall destroy any document, medium or copy of the personal data that have been subject to processing by virtue of that stipulated in the Contract and which it was not possible to return, for various reasons, in the terms stated in the previous point. However, the data shall not be destroyed when there is a legal provision that demands its conservation. In this case the SUPPLIER shall conserve and duly block such data.
- e) That it shall not communicate, or assign the personal data supplied to it as a result of the provision of the contracted services to other physical or legal persons.
- f) That, in its processing of the data supplied by ENEL, it shall take the necessary technical and organisational measures required in general terms by Article 9 and in particular Title II of Law No. 29733, or any other regulation that develops, amends or substitutes it, as well as any legislation in force, so that the security of the personal data is guaranteed and such data is not damaged, lost, or processed or accessed without authorisation, taking into account the state of the technology, the nature of the stored data and the risks to which they are exposed, whether from human action or from physical or natural environment. Such measures shall cover, by way of example, hardware, software, recovery procedures, back-ups and personal data extracted in the form of on-screen display or print outs.
- g) That if any international data transfer was necessary for the provision of the service, the SUPPLIER undertakes to inform ENEL in advance and with sufficient notice so that it can request the corresponding authorisations, without which the SUPPLIER may not make said transfers.

- 23.5. Without prejudice to what is provided in letter (e) above, in the event that ENEL authorises the subcontracting of certain services in favour of third parties, which shall also entail that these third parties have to access the personal data covered by this clause, the SUPPLIER undertakes, prior to the execution of such subcontracting, to have an agreement jointly signed by the Parties and the subcontractors under which the latter expressly accept that they shall assume responsibility as managers of the personal data bank and take responsibility for its processing, with the same obligations contained in the regulation on data protection, as well as compliance with obligations arising from the data protection regulations which they undertake as their position of manager for the personal data bank as a result of the Contract's contents.
- 23.6. The SUPPLIER releases ENEL from all liability for claims that may be brought (particularly in the event that a file is opened by the body regulating the Protection of Personal Data) for its breaches, as manager of the personal data bank and responsible for its treatment, and accepts to pay any sanctions, fines, compensations, damages, costs and interests that ENEL would be subjected to for such breach.

## **24. Environmental protection.**

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

- 24.1.1. The SUPPLIER undertakes to implement the appropriate measures to guarantee the strictest compliance with the obligations corresponding to the SUPPLIER under the terms of all the applicable State, Autonomous Community, Regional, Provincial and Local environmental laws, especially with regard to the correct packaging and labelling of the products supplied (packaging date, date of manufacture, expiration date, etc.), and the returnability of containers for chemical products where such products are deemed to be dangerous preparations by applicable laws, without prejudice to any future legal developments that may arise in this respect, and to reinstate or replace any damage caused as a consequence of any breach of the applicable regulations.
- 24.1.2. The SUPPLIER undertakes wherever possible to supply products or materials with environmental labelling and with a long service life involving lower costs and less likelihood of waste being generated due to shelf life expiry.

- 24.1.3. The SUPPLIER undertakes that the usable elements in its materials or 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 compounds by law, 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 transportation methods fulfil the provisions of applicable legislation.
- 24.1.6. The unloading of products or materials shall take place in accordance with the appropriate procedures established to comply with applicable legislation on the handling of hazardous substances in each jurisdiction.
- 24.1.7. Whenever possible and even where this is no applicable legal obligation, the SUPPLIER shall reuse or recycle the waste generated by its products or materials.
- 24.1.8. ENEL reserves the right to monitor or oversee the SUPPLIER's waste management procedures to ensure they are correct.
- 24.1.9. The Contract may include the acquisitions of substances in the form of compounds or contained in other elements, including but not limited to:
- insulating oil
  - lubricating oil
  - greases
  - paint, ink (including toner) and varnish
  - solvents
  - chemical products
  - electric batteries
  - gas bottles
  - fuels (diesel, fuel oil)
  - laboratory reagents
  - cleaning products

The SUPPLIER must confirm that it has complied with the legislation in force on the registering, evaluation, authorisation and restriction of chemical compounds and substances. It shall provide the safety, handling and storage datasheets for the substances or compounds that it supplies, in accordance with legislation. The

safety data sheet must describe the uses for the supplied substances and compounds.

- 24.1.10 The SUPPLIER undertakes to manage the empty containers used to supply the substances, in accordance with applicable legislation. In all events, it undertakes to remove such products when ENEL so requests and makes them available for this purpose. The SUPPLIER shall also be fully liable for compliance with the applicable regulations on carriage, as described in previous points. The SUPPLIER shall also be obliged to remove the packaging used for the carriage in the conditions and timeframes established in each Contract or, if these details are not specified, the 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 existing legislation. Special attention must be paid to electronic meters, computers and installation control equipment, which must be removed at the end of their useful lives by the SUPPLIER, which must establish the appropriate logistics to pick up the returnable supplies at no cost to ENEL.

## 24.2. Works and/or Services.

- 24.2.1. The SUPPLIER must be aware of and follow all the applicable requirements and laws in order to perform the work.
- 24.2.2. The SUPPLIER shall guarantee and, if necessary accredit, that the employees carrying out the contracted work, have or receive the appropriate theoretical and practical training for the work, especially that required to guarantee the appropriate environmental activities and measures and reduce the risk of an incident with environmental effects. The training must cover the obligations derived from the Environmental Management System documents, should such a system be implemented or in the process of being implemented, as is usually the case in ENEL's businesses.
- 24.2.3. The SUPPLIER shall provide its employees with the measures necessary to ensure that the work can be carried out in an environmentally friendly manner. Furthermore, the SUPPLIER undertakes to fulfil all the applicable legal requirements, as well as those deriving from the Environmental Management System, should there be one implemented in the installation that is the subject to the Contract.

24.2.4. The SUPPLIER shall be liable for any environmental incident it causes, as a result of the works. ENEL reserves the right to pass on any claims or expenses incurred as a result of the SUPPLIER'S failure to meet its environmental obligations, to the SUPPLIER. The SUPPLIER must implement all appropriate measures to guarantee the strictest compliance with all environmental legislation, whether on the State, Autonomous Community, Regional, Provisional or Local level, that applies to the works, and shall repair any damage caused as a consequence of any breach of the applicable regulations in force.

24.2.5. The 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 environmental 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 up clear signs in the areas that are environmentally sensitive or containing waste with environmental effects.
- Preventing leaks, spills and contamination of grounds, inspection chambers or beds.
- Prohibiting its employees from lighting fires or leaving cleaning procedures or works unattended.
- Preventing the emission of dust or other substances when transporting materials.
- The SUPPLIER must especially respect the prohibition of carrying out any form of uncontrolled spilling or the abandonment of any type of waste in the area fenced off for the contracted works or services, which must be kept clean and tidy insofar as possible during each working shift and especially at the end of the shift, whilst complying with the applicable environmental procedures of the Environmental Management System, if there is one implemented in the facilities that are the subject to the Contract.

- In order to appropriately segregate each type of waste, the SUPPLIER must place a sufficient number of containers in good conditions with locks and signs, in the work area, when the works in question create waste, which must subsequently be managed appropriately, using an authorised waste management company and in accordance with applicable legislation. When requested, the SUPPLIER shall provide ENEL with copies of the waste disposal, management and transport documents, as applicable by law, as well as the permits and licenses of the waste managers and carriers used.
  - Once all the contracted works or services have been provided, the SUPPLIER must leave the working area clean and tidy and free from any remains, removing at the end of the work all the debris, packaging, containers, rubbish, scrap metal and any kind of waste, with all the removal, transport and authorised management operations at the SUPPLIER's own cost and account.
  - Furthermore, the SUPPLIER shall implement the appropriate measures to guarantee strict compliance the environmental laws in force applicable to said work.
- 24.2.6. The SUPPLIER's Foreman shall be in charge of overseeing that the procedures are followed and may appoint another person to carry out this task, after notifying the ENEL technician in charge of supervising the work and providing the person's identification details. The appointed person must follow any specific environmental instructions given by the ENEL technician during the work.
- 24.2.7. The SUPPLIER undertakes to immediately notify the ENEL technician supervising the work of any environmental incident that occurs during the work, and must present a written report on any such events and their causes.
- 24.2.8. In the event of any type of environmental incident, the SUPPLIER undertakes to follow the instructions issued by the ENEL technician supervising the work.
- 24.2.9. In the event of any breach of any of these clauses, the ENEL technician supervising the work may bring the works to a halt, in which case the SUPPLIER shall pay for any losses caused, and in any case, the failure to fulfil the obligations regarding the

maintenance of the work area shall result in the deduction of the costs caused as a result, plus 10% of these costs as a penalty, from the SUPPLIER's invoice.

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

## **25. Vendor Rating.**

According to the wording in the clause of the same name in the main body of the General Terms and Conditions of Contract.

## **26. United Nations Global Compact.**

According to the wording in the clause of the same name in the main body 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 'General Principles for Criminal Risk 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.endesa.com](http://www.endesa.com).

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

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

1. That they shall not hold senior management positions (director, senior manager with strategic responsibilities) in Enel Group companies, or employee or auditor positions for the ENEL Group;
2. That they do not have family / second degree relatives / spouse not legally separated / cohabitant / spouse or children of their partner / who are related by blood or marriage working for ENEL Group companies;

3. That in the last 24 months, the 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) declares:

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

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

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 conflict resolution.**

- 28.1. The Contract and any disputes that may arise between the Parties in relation thereto shall be governed exclusively by Peruvian law, to which the SUPPLIER and ENEL expressly submit themselves.
- 28.2. All conflicts and disputes (each one, a "Dispute") that may arise between the parties concerning the interpretation, execution, compliance and any aspect regarding the existence, validity or termination of the Contract, must be resolved with direct negotiations between the Parties within a period of thirty (30) calendar days from the date on which one party

notifies the other in writing of the existence of a Dispute (the "Direct Negotiation Period").

- 28.3. Should the Parties not resolve said Dispute within the Direct Negotiation Period, it shall be subjected to legal arbitration through a procedure handled in accordance with that stipulated in this cause, and for that not specifically stipulated in it, in the Regulation of the Conflict Analysis and Resolution Centre of the Pontifical Catholic University of Peru (the "Centre"), with the additional application of Legislative Decree No. 1071 which will control the arbitration or the law that replaces it. Application of the Centre's Regulation does not imply submitting the arbitration to the Centre's administration, as it is agreed that the arbitration will be adhoc, conducted by the arbiter or the arbitration panel, as relevant.
- 28.4. Disputes for a value less than or equal to US\$ 50,000.00 (fifty thousand and 00/100 U.S. dollars) shall be resolved by legal arbitration conducted by a single (1) arbiter (the "Arbiter"), who will be appointed by common agreement of the parties, subject to the Centre's rules, in accordance with that established in the previous point. In this regard, should there be no agreement between the Parties regarding designation of the Arbiter, the Centre's Arbitration Regulation rules shall be applicable for the purposes of appointment.
- 28.5 Disputes for an amount over US\$ 50,000.00 (fifty thousand and 00/100 U.S. dollars) shall be resolved by an Arbitration Panel formed by three (3) members. Each Party shall appoint (1) arbiter within a maximum period of fifteen (15) days from the arbitration request or its response, as relevant. The third arbiter, who will also act as Chairman of the Arbitration Panel, shall be appointed by the two (2) arbiters appointed by the Parties within a period of thirty (30) days from appointment of the last arbiter. Should one party not comply with appointing their arbiter within the period stipulated in point 6.5, this arbiter shall be appointed, at the request of either Party, by the Centre. In the event that the two arbiters designated by the Parties should not designate a third arbiter within the aforementioned period, the appointment shall be made, at the request of either of the Parties or the appointed arbiters, by the Centre.
- 28.6 The arbitration shall take place in the city of Lima, Peru and shall be conducted in the Spanish language.
- 28.7 The decision issued and duly notified shall be final, unappealable, with the value of res judicata and shall be effective and mandatory from the time of its notification to the Parties. In the broadest sense permitted by the applicable laws, the Parties waive filing any appeals contesting the decision, only exempting the appeal for annulment of the decision stipulated in Legislative Decree No. 1071 that governs the arbitration or

any law which should replace it. A requirement for the admissibility of the appeal for annulment and for the suspension of the decision's effects is establishment of a bank guarantee, joint and several and unconditional, in favour of the victorious party, for the amount of guarantee set by the Arbiter or Arbitration Panel in the same decision.

If the appeal for annulment is rejected, the Party that did not lodge the appeal shall be authorised to execute the guarantees granted in its favour.

- 28.8 The fees of the Arbiter and Arbitration Panel and the secretary's cost of both, shall be set by the Arbiter or Arbitration Panel, depending on the case. The limit shall be established by the Centre for the arbitrations administered by said institution, in accordance with the Table of Tariffs approved by said institution in force on the arbitration start date.

In order to determine the fees and secretary's costs, the amount of the Dispute shall be determined taking as a base the financial valuation of the charge invoked by the contesting party.

When they are matters not quantifiable in money, the Arbiter or Arbitration Panel shall set its fees depending on the complexity of the issue, having as a limit the amounts of administrative fees and expenses stipulated in the Centre's Table of Tariffs for amounts of five million dollars (US\$ 5,000,000.00).

- 28.9 The costs incurred by the Parties due to the arbitration shall be assumed by the losing party.

- 28.10 Notwithstanding the foregoing, the Parties submit the decision of the Disputes that could not be arbitrated to the jurisdiction and competence of the judges and courts of the Judicial District of Lima, previously waiving the jurisdiction of their domiciles.

- 28.11 Whilst the result of any arbitration conducted in accordance with this clause is still to be given, the Parties shall be obliged to continue complying with their respective obligations by virtue of the Contract.