

	GENERAL SUPPLY CONTRACT INCLUDING TRANSPORT COSTS CONDITIONS	Pag 1 d 12 REV. 04
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Heading: GENERAL SUPPLY CONTRACT INCLUDING TRANSPORT COSTS CONDITIONS ENEL SERVIZI SRL PURCHASING OPERATION DEPARTMENT
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This document is in conformance with organisational memo n. 40 dated 02/08/2002, issued by ENEL's Managing Director, has been categorised as being for:			
PUBLIC USE	COMPANY USE	RESERVED USE COMPANY	RESTRICTED USE

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Rev.	STRATEGY, CONTROL AND PROCUREMENT PROCESSES MANAGER		

General Services Contracts Conditions– Rev. 04 – September 2009

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1. DEFINITIONS

It is agreed that the following dictions and expression mentioned in the Contractual documents respectively indicate and define the following:

- ☐ **ENEL:** the Enel group Company which has signed the works Contract including transport costs
- ☐ **SUPPLIER:** (hereinafter also referred to as the "Supplier"): the physical or legal person who, after the completion of the works Contract, commits to carrying out the supply contract it related to in accordance with the conditions, procedures and terms required therein;
- ☐ **SUPPLY WORKS CONTRACT:** (hereinafter also referred to as "the Contract"): the agreement between the Contracting parties for carrying out the supply which normally includes the following documents which are an integral part of the contract;
 - Order letter: A document undersigned by an ENEL proxy which has the necessary powers, which include among other things the subject matter, the conditions and terms of a contract;
 - Acceptance letter: the document signed by the Supplier's legal representative with which the same fully accepts the order letter unconditionally;
 - Particular supply conditions: a document containing the specific conditions which regulate a contract;
 - General Conditions of Supply (hereinafter also referred to as the "CGF");;
 - Technical specifications: the documents containing the technical requirements relative to the supply that is the subject matter of the contract;
 - Price list: a document which contains the relative prices in relation to the individual items required by a contract.

The above mentioned documents may only be modified by express written agreement between the parties.

2. SUBJECT MATTER OF THE WORKS SUPPLY CONTRACT - HIERARCHY

The subject matter of the contract is that defined in the Order Letter and the documents the contract refers to and/or are attached to the same, which are an integral part of the contract,

In case of non conformity or differences between the documents that make up the contract, the contents of each has a value which prevails over the subsequent document, in accordance with the order defined below:

- the Order Letter;
- la Acceptance letter;
- the Price list, where applicable;
- the Particular Supply Conditions, where applicable;
- the General Conditions of Supply;
- the Technical specifications, where applicable, and all the documents the same refers to and/or its attachments

¹ In operating terms the Works contract may be called different names, depending on the chosen type of contract ("Framework Agreement", "Open Contract", "Closed Contract").

3. THE SUPPLIERS OBLIGATIONS

By accepting the contract the Supplier commits to carrying out the conditions, the procedures, the terms and the requirements contained in the contract (including its attachments) for its entire validity period, and commits to guaranteeing ENEL that all the activities shall be carried out in accordance with the best diligent professionalism, the best available techniques, in the best possible way, using qualified and suitable personnel in carrying out the activities of this contract.

The Supplier is also obliged to do the following:

- ☐ Carry out the supply in full compliance with contract, all the applicable legal requirements, regulations, standards, including technical standards and requirements of relevant Authorities, applicable at any point of the execution of the contract, and anything else that relates to the contract, taking responsibility for all the obligations;

- ☐ complete the supply ensuring that it conforms to all the legal and standards requirements, including technical requirements, applicable and in force at the moment final delivery is carried out;
- ☐ carry out the supply without interfering or impeding or interrupting the undertaking of ENEL's work activities and/or the current activities of third parties in the buildings and/or property belonging to Enel;
- ☐ immediately inform ENEL of any circumstances that in some way interfere or may interfere with the supply contract;
- ☐ in carrying out the contract, use all precautions necessary to avoid damage to persons or things, taking responsibility for all activities necessary to repair damage caused to ENEL and/or third parties, including those caused to his own personnel or different kinds of workers involved in the execution of the contract (for example, sub-contractors);
- ☐ indemnify and in any case keep ENEL unharmed from any responsibility, all costs that may be incurred, as well as any legal actions brought by third parties, in any way related to the execution of the contract. For this purpose the supplier must stipulate an insurance policy as per article 23;
- ☐ directly manage the obtaining of permits and authorisations necessary to execute the supply that is the subject matter of the contract, except for those that the law expressly makes ENEL responsible for, in relation to which, in any case, the supplier must supply, if requested, the necessary assistance and/or documentation;
- ☐ to use personnel that has been properly hired, paying all the compensation, taxes, insurance, pension and social security contributions requires by the law and applicable collective employment contracts;
- ☐ to promptly inform ENEL of all changes compared to the information sent to the regarding the supplier's company structure and its company organs;
- ☐ to completely comply with all applicable legal requirements in force regarding the safety, hygiene and health of workers (including Legislative Decree n. 81 dated 9.04.2008 and its subsequent modifications and additions).

The listing – as defined above – of the obligations and duties of the supplier for the purpose of executing the supply that is the subject matter of the contract, which list is only indicative and not exhaustive: consequently, it cannot in any way limit the responsibility of the supplier in case of incorrect execution of the supply that is the subject matter of the contract. Therefore, the supplier still takes responsibility for all further obligations not defined in the contract but necessary for the purpose of executing the supply, or in any case, appropriate for the correct and total compliance with all the assumed obligations, even those relative to any sub-contractors and third party service providers.

4. PERSONNEL WORKING ON THE SUPPLY CONTRACT

Only the supplier is responsible for the work carried out by his employees and/or anyone used in carrying out the contract.

The supplier is in any case obliged to do the following;

- ☐ carry out the supply contract using suitable personnel, which are qualified, and qualitatively and numerically adequate for any needs related to contractual obligations, and who have demonstrated skills;
- ☐ ensure his personnel fully comply with the procedures carried out in ENEL for the control of access points to its buildings/property;
- ☐ inform ENEL, before starting work on the supply contract, of the names and general details of the personnel used to execute the contract;
- ☐ ensure that during the execution of the contract the above mentioned personnel comply with a way of behaving based on the maximum level of correctness and irreproachability, as well as removing personnel from the workplace, also when requested by ENEL and after replacing them, when they do not comply with these obligations;
- ☐ provide all the personnel the supplier employs with suitable work clothes in consideration of the characteristics of the activities they have to carry out, as well as providing them, where applicable, with identification badges so that the name of the supplier is evident;
- ☐ inform ENEL of any changes relative to the personnel sued to carry out the contract. ENEL reserves the right to carry out checks at any time to ascertain compliance to this obligation.

If the above mentioned obligations are breached, however the breaches was ascertained, ENEL has the right to resolve the contract, in accordance with article 1456 of the civil code.

5. ANTI-MAFIA AND SUB-CONTRACTING LEGISLATION

The contract must be carried out in compliance with all the requirements included in laws related to the prevention of mafia type delinquency.

Sub-contracting is permitted in compliance with current legislation covering this subject matter and within the limits established by the contract.

Any entrustment to third parties of the execution of part of the supply contract does not exclude or limit the obligations assumed by the supplier. In fact, the supplier is responsible versus ENEL for the correct execution of all the supply contract, as well as to pay compensation for damages caused to anyone, also in relation to the execution of part of the supply contract by third parties sub-contracted to do so by the supplier. If the contract is not correctly executed also for reasons attributable to the sub-contractor, or in any case a subject the supplier has contracted with and/or there is a failure to pay compensation of damages caused to anyone (by the supplier, sub-contractor or subject that the supplier has in any case entrusted to execute the supply contract), ENEL has the right to resolve the contract in accordance with article 1456 of the civil code.

6. INDUSTRIAL AND COMMERCIAL PROPERTY

The supplier commits not to breach the industrial property rights of third parties relative to supplied products, and to keep ENEL indemnified and unharmed against all claims by the owners or licensees of patents, licenses, drawings, models trademarks or anything else, concerning the supply contract, with an obligation to obtain any necessary licenses or authorisations at his own expense, as well as sustaining all related costs. Should ENEL be forced to totally or partially modify the materials for the supply contract, they must be modified as quickly as possible at the sole expense of the supplier, without for this reason worsening the quality of the supply, the functional characteristics or the warranties. In the above described hypothesis, a new procedure for the qualification and approval of prototypes will be implemented.

7. DELIVERY TERMS

Unless the contract specifies otherwise, it is agreed that the materials, appropriately packed as required by the Technical specifications, are the property of ENEL when they are delivered with the costs of transport costs included to ENEL's warehouses, locations or plants, or if they are third party processing materials at the supplier's warehouses, or those of the other construction firms. It is agreed that, in the above mentioned cases, even unloading activities shall be carried out under the responsibility and at the expense of the supplier.

The contractual terms for delivery with transport costs included, which are determined depending on the type of material, shall be specified, on a case by case basis, in the following contractual documents:

- a) in the contract, and/or
- b) in using framework agreements;
- c) in specifications/purchasing orders with open contracts.

If expressly required by the contract, the main contractual conditions may be the following:

- IPC (start of a chronological schedule): the term when the chronological schedule begins relative to progress in the contractual activities;
- TAO (Terms related to preparation and testing in workshops): a term within which the supply must be ready for testing in a workshop;
- TC (Delivery terms): a term within which the supply materials, which have been tested, must arrive at their destination.

8. CHANGES TO CONTRACTUAL CONDITIONS

The supply must be carried out in compliance with the terms specified in the contract.

Any changes to the contractual conditions must be agreed in writing between ENEL and the supplier.

Any lateness due to causes that are not attributable to the supplier must be promptly communicated to ENEL by the supplier.

Advance delivery in comparison to the terms defined in the contract will not be accepted, and nor will partially prepared deliveries, unless ENEL has approved this in writing.

ENEL reserves the right to require, after formal communication to the supplier to be carried out a reasonable amount of time in advance, to postpone the contractual transport costs included delivery terms.

If this occurs, on express written request by ENEL, the supplier commits to storing and conserving the materials ready for delivery without charge (unless otherwise agreed in writing by the parties because of the duration in storage) and with due diligence, at its own site or with third parties.

In this case, unless otherwise defined in the contract, the supplier is authorised to invoice the delivery after registering the materials in a storage account. Suitable written documentation regarding this registration must be sent to ENEL.

9. PROHIBITION TO SUSPEND OR SLOW DOWN THE SUPPLY CONTRACT

The supplier may not – for any reason, and therefore not even in case of disputes, suspend or in any case slow down the execution of the supply contract on his own initiative.

In case of breach of these obligations, ENEL reserves the right to resolve the contract as of right, in accordance with article 1456 of the civil code, without prejudice to its full right to compensation for any damages it sustains.

10. PROOF OF COMPLIANCE

If requested to do so by ENEL in writing, the Contractor must demonstrate exact compliance with the requirements of the contractual requirements, it being understood that even if it is not requested by ENEL, this does not in any way relieve the Contractor of his responsibility for breach, however it is ascertained, of his obligations.

ENEL in any case reserves the right not to pay the Contractor if the same does not demonstrate that he is fully complying with legal requirements and/or that he has correctly paid all sums due to relevant entities, in respect of the workers he uses or those of third parties in general.

11. CONTRACTUAL PRICES

If not otherwise specified in the Order Letter, as an exception to art. 1664 of the civil code, the contractual prices are fixed and invariable for the entire duration of the contract.

By accepting the contract the suppliers accept:

- ☐ that the compensation of the overall contractual prices is adequate to cover his profit levels overall and all his expenses, charges and other costs relative to the exact execution of the supply contract;
- ☐ to have evaluated and considers himself to be compensated for all costs relative to the payment of salaries, bonuses, indemnities, reimbursements, and unplanned costs or which in any case exceed the amounts established in collective employment contracts, having fully evaluated the actual cost of labour also in the basis of the environmental conditions, as well as all costs relative to overtime, holidays, and night-time work that may be necessary to carry out the supply contract within the contractual terms.

12. FINANCIAL EVALUATION OF VARIATIONS

During the course of the supply contract ENEL has the right to request variations compared to the agreed supply contract. These modifications shall be compensated taking into account the prices and clauses of the contract.

If there are no specific contractual prices relative to the supply which is the object of the variations, they will be determined per analogy in an analytical manner on the basis of the basic costs of labour, rental and materials.

The supplier must provide the necessary technical and financial documentation to permit ENEL to evaluate the variations in the consistency of the supply and the relative costs that arise as a result of introducing the changes. These documents – even in terms of detail – must be similar to those prepared by the supplier during the quotation phase of the supply contract.

13. INVOICING AND PAYMENTS

The fees must be invoiced by the supplier in accordance with the procedures and terms established in the contract. The relative invoices must be sent to the indicated ENEL units respectively charged with the administrative and technical management of the contract.

Unless the contract specifies otherwise, and subordinated to the finalisation of the contract, payment of the invoices shall be carried out by wire transfer to a current account in the supplier's name, with a fixed value date for the beneficiary, on the third last working day of the month in which the term of 90 (ninety) days falls from the date an invoice is received, if the invoices are sent by Web EDI, and 150 days if paper invoices are sent.

If the payment date, as defined above, coincides with a Monday or Tuesday, payment shall be postponed to the Wednesday, if it is a working day; if the contrary is true, the payment date shall remain unchanged.

If payment is late beyond the contractual terms, and this lateness is attributable to ENEL, interest for arrears are due, if the sum exceeds € 5.00 (five/00), in the following measure: the legal rate of interest, fixed by article 1284 of the Civil Code, for the first sixty days of lateness. From the sixty first days onwards, as the mathematical average of Euribor quotations at one month calculated on the previous calendar month compared to the month in which the sixty first day of the invoice expiry date falls, increased by two percentage points.

Except in cases where a temporary grouping of companies or ordinary consortium has an independent VAT number, each company in the group is obliged to invoice its fees for the work it has carried out.

Invoices issued by individual principal companies must be sent to ENEL appropriately accompanied by the approval of the agent company.

In any case it is agreed that in case of sub-contracting or piecework, where ENEL has not declared that it will directly pay the sub-contractors or pieceworkers the amounts due for the work they have carried out, ENEL shall suspend payments in favour of the supplier if the latter does not send, in accordance with the law, copies of the invoice payment receipts paid by the supplier to the sub-contractors or pieceworkers, showing the withholdings for any guarantees carried out.

14. PENALTIES

Without prejudice to compensation for greater losses, if the obligations expressly defined by the contract are breached, ENEL shall apply the penalties established in the contract.

If the penalty sums exceed the contractually defined maximum limit, ENEL reserves the right, at any time, to resolve the contract in accordance with article 1456 of the civil code.

The application of a penalty may be carried out by partially or fully collecting the deposit paid by the supplier as a guarantee.

15. RESOLUTION AND TRANSFER OF THE WORKS TO THIRD PARTIES

As well as in the cases expressly included in the General supply Condition and/or in other documents that constitute the contract, ENEL in any case reserves the right to resolve the contract, in accordance with article 1456 of the civil code, in the following other cases in which the supplier:

1. does not permit the identification of the workers and works resources and does not permit access to its locations or worksites or work areas to ENEL personnel and/or third parties ENEL has given the task of carrying out the checks included in the contract and/or by the law and/or refuses to permit ENEL – or even in some way obstructs ENEL – in carrying out the checks;
2. arbitrarily suspends the undertaking of contractual works;
3. refuses to execute contractual activities;
4. refuses to re-start contractual activities that ENEL – for any reason –has ordered to be suspended, should ENEL have ordered them to be restarted;
5. the undersigned declarations, including those in the tender and/or qualification and/or contract stipulation phases have partially or totally untruthful elements;
6. legal proceedings due to the inability to pay off debts are even just;
7. undertakes repeated harmful acts to ENEL 's corporate image;
8. the supply is not provided in accordance with the conditions, terms and procedures prescribed by the contract.

In the above mentioned cases, ENEL shall have the right to collect the deposit as per article 18, as well as proceed to transfer the suppliers activities to third parties, without prejudice to compensation for any greater losses it sustains.

In any case, in all cases of breach, ENEL – according to its unquestionable opinion – may assign a period of time to the supplier, via recorded delivery post, to comply. This period will not be less than fifteen days, which may be reduced in consideration of the specific contractual supply.

Once this period has expired without compliance by the supplier, ENEL may proceed with transferring the execution of the contract to a third party, without prejudice to its right to resolve the contract (article 1454 of the civil code). Notice of this transfer shall be notified to the supplier in breach of contract by recorded delivery post, with details of the new contractual execution terms and the relative cost.

Transfer of the supply to a third party does not in any case release the supplier from any further responsibility related to the anticipated resolution of the contract.

Except for cases of intentional or gross negligence, and unless otherwise specified in the contract, the maximum level of responsibility of the supplier for breach of contractual obligations and the consequent obligation to compensate ENEL may not be more than 100% of the value of the contract, including tolerances, variants and options.

16. RESOLUTION OF THE CONTRACT FOR BREACH OF REGULATIONS REGARDING THE PROTECTION OF HEALTH AND SAFETY AT THE WORKPLACE

ENEL - in its unquestionable opinion- has the right to resolve the contract in accordance with article 1454 of the civil code should the supplier and/or a sub-contractor and/or any third party the supplier involves in executing the contract breach any of the requirements of current law (including Legislative Decree n. 81 dated 9 April 2008, and its subsequent modifications and additions) relating to the protection of health and safety in the workplace.

17. RESOLUTION

ENEL has the right, in accordance with article 1373 of the civil code, to resolve the contract at any time, whatever progress has been made in contractual activities, by sending a communication to the supplier via recorded delivery post.

In this case the supplier's right to any compensation for damages is excluded, and ENEL shall communicate which activities must be completed and which must be immediately interrupted.

The activities that have been correctly undertaken up to the date the contract was resolved shall be paid for in accordance with contractual prices.

In respect of activities that have been interrupted and those that have not yet been carried out, documented expenses shall be paid for the commitments that had already been made and cannot be revoked without financial consequences, or else the documented sums related to the consequences, if this is more advantageous for ENEL.

Should the supplier go bankrupt or fall into a situation of forced administrative liquidation, the contract will be dissolved in accordance with article 81 of the bankruptcy law.

18. DEPOSITS

Unless otherwise specified by the contract, the supplier – in order to guarantee exact compliance to all contractual obligations – must provide a definitive deposit in favour of ENEL for an amount that is equal to the amount expressly defined in the contract. This guarantee must be provided via a bank or insurance surety provided by authorised insurance institutes, exclusively using the facsimile attached to the contract. Should the above mentioned guarantee be provided by overseas institutes, ENEL shall request the same (unless the institute in question is in a country in the EU) to be confirmed by one of the principal Italian credit institutes that ENEL works with.

Should the guarantee be provided by an overseas insurance company, ENEL reserves the right to require the insurance to be accompanied by a similar "second risk" insurance issued by a domestic insurance company.

If the amount of the guarantee provided in favour of ENEL be reduced by the application of penalties or for any other reason, the supplier must make up the difference within 10 days of receiving a request to do so by ENEL, on pain of giving ENEL the right to resolve the contract in accordance with article 1456 of the civil code.

19. TRANSFERABILITY OF CREDIT – PROHIBITION TO TRANSFER THE CONTRACT

Unless expressly permitted by ENEL, in accordance with article 1260, paragraph 2, of the civil code, the possibility for the supplier to transfer the right to cash in contractual sums to third parties, or in any way delegate the receipt of payment, or in any case to dispose of its credit, is excluded.

It is in any case agreed that Enel- with the undersigning of the contract – may transfer credit derived from the work contract in favour of Enel Factor on behalf of the supplier.

The supplier is prohibited from even partially transferring the contract.

20. INFORMATION PROVIDED BY ENEL

If requested by the supplier, ENEL commits to providing all the data necessary to execute the supply and activities related to the contract. Should the data provided by ENEL turn out to be insufficient or incomplete, the supplier in any case commits to requesting the missing data from ENEL with adequate notice.

21. CONFLICTS OF INTEREST

In carrying out the contract, the supplier is obliged to exclusively take into consideration ENEL's interests, guaranteeing that no situations exist that may result in any conflicts of interest arising in relation to contractual activities.

For the entire duration of the contract, the supplier commits to behaving in an appropriate way to avoid conflicts of interest arising. Should a situation that may cause a conflict of interest arise- without prejudice to ENEL's right to resolve the contract in accordance with article 1456 of the civil code. The supplier commits to promptly informing ENEL in writing and to follow the reasonable instructions of the latter, which will be communicated after consultation and the assessment of the needs justifiably represented by the supplier.

22. SUPERVISION

ENEL has the right to control and verify exact compliance by the supplier to all the contractual obligations assumed by the latter, as well as all the orders given by ENEL, as well as the correct and timely performance by the supplier of all the activities necessary to execute the contract properly, under the terms and conditions defined by the contract. Without prejudice to the right to resolve the contract in accordance with article 1456 of the civil code, if as a result of these controls and checks ENEL reveals the existence of breaches – in any way it does so and in accordance with its own unquestionable opinion- even errors or inaccuracies – relating to the exact execution of the contractual services, the supplier must remedy the situation at his own cost and without this in any way affecting the defined chronological schedule.

Unless otherwise contractually agreed, ENEL's personnel, or third parties it has authorised at the time, may access the supplier's worksite for the purpose of observing the production phases, inspections and tests, and be informed on the processing cycles: it is agreed that any access, as well as any formulation of observations, do not in any way constitute interference and/or al imitation of the supplier's autonomy in carrying out contractual activities.

The fact that ENEL does not contest the activities related to the execution of the supply contract after the above mentioned supervisory and verification activities have been performed does not in any way constitute a mitigation of the supplier's responsibility should contractual obligations assumed by the latter not be fulfilled, however the obligations have been verified, even subsequently.

23. INSURANCE

The supplier takes full responsibility for accidents and damage that may be caused to persons or things during the execution of the contract, including damage caused by his sub-contractors or third parties he has contracted with.

The supplier is obliged to stipulate suitable insurance policy with a primary insurance institute for the entire duration of the contract, to cover all risks related to carrying out the contract for damage that the supplier may cause to things, ENEL, the latter's employees and collaborators, as well as third parties while executing the supply that is the subject matter of the contract.

The maximals of the insurance policy must cover any harmful events that are claimed during the execution of the contract and/or in the subsequent guarantee period relative to any goods supplied.

The insurance policy must include a waiver by the insurance company in relation to ENEL for any exceptions, with particular reference to risks coverage even in cases of total or partial failure to pay insurance premiums.

It is agreed that the existence, validity and effectiveness of the insurance policy related to this article is an essential condition for ENEL, and therefore, if the supplier is not able to prove that the latter has insurance cover at any particular point in time, ENEL may resolve the contract in accordance with article 1456 of the civil code, with a consequent retention of the deposit provided for penalty purposes and without prejudice to the obligation to pay compensation for any greater damages sustained.

24. GUARANTEES

Unless otherwise specified in the contract or documentation the contract refers to or its attachments, the supplier guarantees the goods that relate to the supply contract for a period of 24 (twentyfour) months from the date they are delivered.

The guarantee relates to design and manufacturing defects and any hidden defects and anything else specified in the contract.

In virtue of this guarantee the supplier is obliged to carry out, in the shortest possible time and at his own expense, the repairs or replacements that are necessary, including the removal and transportation of defective parts.

The guarantee mentioned in paragraph 1 also covers replaced parts, while for the remaining parts the guarantee period is extended to a period equal to the duration of any suspension caused by any repairs or replacement.

Passing inspection and testing requirements, even in the presence of ENEL testing personnel, does not free the supplier of any guarantee obligations.

Other forms of guarantees (e.g. guarantees relating to services etc) may be expressly defined in the contract or in document it refers to or in attachments.

25. VENDOR RATING

ENEL has instituted a Vendor Rating system aimed at monitoring and evaluating performance relative to the services it receives from its suppliers and contractors, as well as in relation to purchased products.

The Vendor Rating is applied to companies in the ENEL qualified Suppliers Roll, for the product or service categories that are subject to qualification and for which it was developed,

The evaluation relative to a supplier-type of product supplied combination is based on a vendor rating indicator that expresses the quality level provided and takes into account product quality and the related supply methods in a defined period of time.

In fact, ENEL gathers objective and systematic information regarding the behaviour of suppliers during supply phases, as well as during the execution of contractual services, and in particular it evaluates the following:

- the quality of supplied goods (the so-called "IQ");
- service promptness (the so-called "IP");
- correctness in the pre-contractual phase and in the execution phase (the so-called "IC");
- safety.

The Vendor Rating index (the so-called IVR), obtained as a result of the above mentioned findings, is used by ENEL in respect of a qualification system, for the calculation of an overall evaluation of each supplier, in reference to the different types of services and/or goods supplied.

26. CONFIDENTIALITY AND DATA PROTECTION

All the elements that ENEL makes available for the execution of the contract, as well as the document, information, knowledge, however they are collected, proceed and developed in relation to the contract, may only be used to execute the contract and are of a confidential nature. They may not be disclosed if not after obtaining express written authorisation by ENEL, except in cases in which the supplier must comply with legal obligations or upon requests from Public Authorities which cannot be legally denied.

Information disclosed by ENEL, in other words information that is in official documentation, is excluded from the confidentiality obligations.

As well as ensuring the completeness of information and data, the supplier shall also be held responsible for the behaviour of subjects he has contracted with for the execution of contractual activities. Acquired information and data may only be used in respect of and for the purposes of undertaking contractual activities in compliance with current law regarding the protection of personal data (Legislative Decree n. 196 dated 30/6/2003).

The supplier is obliged to set up and manage logical and physical data security measures to guarantee the protection of the data against destruction, manipulation, unauthorised access or copying, and at the end of the contract to return all the data, document and information provided by ENEL, or in any case in his possession for the purposes of carrying out the activities, as well as destroying all copies and records, unless written authorisation to the contrary has been given by ENEL.

The obligations derived from this article shall also continue after the contract has expired or been terminated for any reason, unless otherwise prescribed by the Order Letter.

In case of non compliance with the confidentiality obligations, ENEL has the right to resolve the Contract, in accordance with article 1456 of the civil code, without prejudice to the right to compensation for the damages it has sustained.

27. PROTECTION OF PERSONAL DATA – INFORMATIVE NOTICE

In accordance with art. 13, of Legislative Decree n. 196 dated 30/6/2003 (the personal data protection code), personal data that is acquired by carrying out the procedure of awarding the contract is collected and processed in an automatic way and on paper, also for purposes related to the stipulation and execution of the contract, as well as for activities concerning the promotion of commercial services, or else to execute obligations required by the law. This data shall be preserved for the duration of the contract and after it has been terminated for a period of time that does not exceed the terms prescribed by current legal regulations.

In this respect we would like to specify that:

- the acquisition of all the data that is requested on a case by case basis for reasons concerning the stipulation and management of the contract is an indispensable condition for implementing and executing the contract; the refusal to consent the processing of this data will result in the impossibility to stipulate and proceed with the execution of the contract. The acquisition of data for the promotion of commercial services is optional.
- the personal data acquired, as well as the data that is processed, shall be subject to communication to the companies that are subsidiaries of ENEL S.p.A., and it shall not be communicated/disclosed to third parties except where this is permitted by the law;
- in respect of the existence and processing of his personal data, the supplier has the right to exercise the rights prescribed by article 7 of Legislative Decree n. 196/2003;
- the data processing holder in question is ENEL, represented by its temporary legal representative;
- the person in charge of data processing in question is the temporary Purchasing Operating Director of Enel Servizi Srl, which is domiciled for this task in Viale Regina Margherita, 137 – 00198 Rome.

28. COMMUNICATIONS BETWEEN THE PARTIES

It is agreed that any communications between ENEL and the supplier that are in any case related to the stipulation and execution of the contract are validly executed only if they are made in writing to the legal domicile of the parties, which are included in the contract.

The supplier has the obligation to promptly inform ENEL of any changes in his legal domicile, failing which it is agreed that any communications are correctly sent if they are sent to the address included in the contract. The supplier has the obligation to promptly inform ENEL of any changes in his general and fiscal details (such as, for example, his VAT number, address, company name etc) or variations to ownership of corporate assets.

Failure to communicate the above mentioned data may result in the suspension of invoice payments that contain information that is not up to date.

29. ETHICS CODE, ANTI-CORRUPTION PLAN AND ORGANISATIONAL MODEL IN ACCORDANCE WITH LEGISLATIVE DECREE 231/2001

In conducting its affairs and in the management of its relationships, the Enel Group refers to the contents of its Ethics Code, in the Zero Tolerance Plan against corruption and in the organisational model it has implemented in accordance with Legislative Decree 231/2001, which can be consulted on the following Website: www.enel.it, "Company" section.

ENEL hopes that its suppliers work in accordance with principles that are the same as its own in conducting their business affairs and in the management of relationships.

The supplier declares that he takes note of the commitments assumed by ENEL with its Ethics code and in form 231/01, and declares to commit to complying with legal regulations regarding the theme of the protection of child labour and women; of equal treatment; the prohibition to discriminate; abuse and molestation; freedom of association and representation; force labour; safety and protection of the environment; hygienic sanitary conditions; as well as compliance to current laws regarding salaries, pension and social security contributions, insurance, tax (obligation to pay tax withholdings on employee salaries) and all of this in reference to all the workers employed in any position in executing the contract.

In this respect, ENEL reserves the right to carry out any verification and monitoring activity aimed at verifying compliance to the above mentioned obligations by the supplier and any sub-contractors or subjects that in any case have been entrusted with the execution of the contract, and to immediately resolve the contract, as of right, and in accordance with article 146 of the civil code, if breaches of the above mentioned obligations are ascertained.

We would also like to point out that ENEL adheres to the Global Compact, and in compliance with the tenth principle of the GC, it intends to pursue its commitment to the fight against corruption in all its forms.

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Therefore, ENEL prohibits the recourse to any promise, offer, or request of illicit payment, in cash or by any other useful means, with the objective of gaining an advantage in the relations with its stakeholders, and this prohibition is extended to all its employees. The supplier declares that he takes note of the commitments made by ENEL and is obliged not to use any promises, offers or requests of illicit payments in executing this contract in the interests of ENEL and/or for the benefit of its employees. If these obligations are breached ENEL reserves the right to resolve the contract, in accordance with article 146 of the civil code, and to require the supplier to pay compensation for damages.

30. FISCAL and TECHNICAL REPRESENTATION IN COUNTRIES OUTSIDE OF THE EU

30.1 Fiscal representation

Customs and fiscal transactions for the entrance of goods in the EU are the responsibility of the supplier. For this purpose, suppliers that are not resident in the European Community are obliged to elect, for the purpose of carrying out customs and fiscal transactions, their own fiscal representative in Italy, for which the requirements of Presidential Decree n.633 dated 26 October 1972, and its subsequent modifications and/or additions, are applicable.

The appointment of a fiscal representative must be carried out with a public deed, authenticated private agreement, or alternatively, by a letter recorded in a specific register with the relevant VAT office or the Inland revenue office, and it must be communicated to ENEL within one month from the date the contract is finalised, and in any case at least 1 month before deliveries begin. It must be valid for the entire duration of the contract.

31.2 Technical representation

Suppliers that are not resident in one of the states in the European community are obliged to identify, for the purpose of managing their post sales activities, a Technical representative domiciled in the territory of the community. The name of the technical representative must be communicated to ENEL within one month from the date the contract is finalised, and in any case at least 1 month before deliveries begin. It must be valid for the entire duration of the warranty related to supplied products.

In case of lateness in communicating the fiscal or technical representatives to ENEL compared to the above defined deadline, ENEL reserves the right to resolve the contract in accordance with article 146 of the civil code.

31. JURISDICTION

Unless otherwise established by the contract, Italian law is applicable to the contract and jurisdiction for any disputes between ENEL and the supplier is the Rome court of law.

32. CHARGES AND TAXES

All taxes, charges, rights and fiscal charges derived under the contract are the responsibility of the supplier, except for those that by law are the responsibility of ENEL.

DATE

Rubber stamp and signature of the legal representative²

² The legal representative or representative who holds a specific proxy.

If the latter is signing the document, it is necessary to attach a copy of the proxy certifying the proxy's powers of signature, unless the same was already presented during the quotation process.

DECLARATION BY THE SUPPLIER

The supplier declares to be totally aware of and indistinctly approve all the conditions, regulations, requirements and agreements contained in the General Supply conditions and in the documentation it refers to or attached to it.

The supplier also declares that he has carefully read the contents of the articles of the General Supply Conditions listed below, in respect of which the supplier expresses, in accordance with article 1341 of the Civil Code, his full and unconditional consent:

Art. 3: The supplier's obligations

Art. 4: Personnel working on the supply contract

Art. 5: Anti-mafia and sub-contracting legislation

Art. 6: Industrial and commercial property

Art. 7: Delivery terms

Art. 8: Changes to contractual terms

Art. 9: Prohibition to suspend or slow down the supply contract

Art. 10: Proof of compliance

Art. 11: Contractual prices

Art. 14: Penalties

Art. 15: Resolution and transfer of the works to third parties

Art. 16: Resolution for breach of the regulations regarding the protection of health and safety

Art. 17: Resolution

Art. 18: Deposits

Art. 19: Transferability of credit – Prohibition to transfer the contract

Art. 21: Conflicts of interest

Art. 22: Supervision

Art. 23: Insurance

Art 24: Guarantees

Art 26: Confidentiality and protection of data

Art 29: Ethics code

Art 30: Fiscal and technical representation outside of the EU

Art 31: Jurisdiction