



L'ENERGIA CHE TI ASCOLTA.

GLOBAL PROCUREMENT
GLOBAL GENERATION TECHNOLOGIES PROCUREMENT
NUCLEAR RESEARCH AND SPECIAL TECHNOLOGIES PROJECT

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350-700-2013

Firmato da: Luciano Amorese
Data di firma: 2013.11.12 11:40:10 CET
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To
SHMU
Jeseniova, no.17
83315 Bratislava (BL) - Slovakia

Subject: **SUPPLY CONTRACT BY TENDER No. 8400060271**
Historical measures and forecast data supply for Hydro Power Plant flow rate forecasting

TOTAL ESTIMED AMOUNT OF CONTRACT: Euro 24.966,13 (Euro twentyfourhundredsixty/13).

With reference to tender project no. GCG000104192, to your technical bid dated 28/10/2013, to your financial bid made through our Purchasing Portal dated 11/11/2013, as well as to any further agreements, we award you, in the name and on behalf of Enel Ingegneria e Ricerca S.p.A., hereinafter called "Enel", the subject contract on the contractual conditions set forth below.

1 DESCRIPTION OF THE SUPPLY

The supply covered by this open contract is deemed to consist of everything mentioned in the subject and listed in detail in the following documents which are an integral part of the contract.

1.1 DOCUMENTS CONSTITUTING THE CONTRACT

The supply contract consists of the documents listed below:

- > this purchase order letter;
- > your letter of acceptance;
- > "Description of Supply and Prices" (DSP), hereinafter generically also the "Price List";
- > the General Tender Supply Conditions Free at Destination - Purchasing Operations Department Enel Servizi S.r.l. (Rev.04 - September 2009), hereinafter "GSC";
- > Technical Specification our ref.: "Historical measures and forecast data supply for Hydro Power Plant flow rate forecasting" dated 06/09/2013;

It is specified that any quantities indicated in the documents listed above are approximate and are not binding upon Enel.

In cases of non-conformity or divergence from the above-mentioned contractual documents, the contents of each of them prevails over any subsequent ones in accordance with the order in which those documents are listed above, **without prejudice to the prevalence of this contract over all.**

Any derogations contained in a document with respect to another preceding it in the above list are valid only if explicitly expressed with precise reference to the derogated rule.

1.2 ADMINISTRATIVE AND FISCAL DATA OF THE CONTRACTOR

The data relating to the Contractor are as follows:

- > Company name: **SHMU**
VAT no.: SK2020749852
Registered office: Street Jeseniova, 17 - 83315 - Bratislava (BL) - Slovakia
Tel. +42159415365 Fax +421254771247 e-mail verejneobstaravanie@shmu.sk

Handwritten signature/initials

1.3 SHIPMENT AND DELIVERY

1.3.1 Packing

Included in the price.

1.3.2 Place of Delivery

Free at destination as set forth in paragraph 7 of the "GSC".

1.3.3 Shipment address

To our recipient units as indicated below:

- ENEL Ingegneria e Ricerca S.p.A.
Litoranea Salentina Brindisi – Casalabate
72020 Loc. Cerano TUTURANO (BR)

Since the recipient plant is not occupied, before proceeding to ship you must contact:

Mr Carlo Tabasso and arrange the actual arrival dates of the goods at the places of delivery with an advance notice of 7 calendar days.

1.4 OBLIGATIONS AND CHARGES

1.4.1 Technical documentation

It must be sent to Enel Ingegneria e Ricerca S.p.A. – Area Tecnica Ricerca as set forth in the attached Technical Specification.

1.5 COMMUNICATIONS FROM THE CONTRACTOR

To send to our units concerned in this contract as follows:

- > technical correspondence and any drawings and technical documentation requested to:
Enel Ingegneria e Ricerca S.p.A.
Area Tecnica Ricerca
Litoranea Salentina Brindisi – Casalabate
72020 - Loc. Cerano TUTURANO (BR) - Italy

1.6 CONTRACTOR EMPLOYEES

The breach by the Contractor of the clauses composing this article shall entail the legal termination of this contract pursuant to the terms of art. 1456 of the Italian Civil Code without prejudice to all rights of Enel to compensation for damages.

Enel nevertheless reserves the right to carry out inspection visits at the production units concerned in this contract for the purpose of verifying compliance with the clauses set forth below.

1.6.1 Contractor Employees

With regard to the personnel assigned to carry out the subject activities, the Contractor undertakes to apply regulatory and payment conditions not inferior to those appearing in collective bargaining agreements in force during the time period and in the locality where the activities are carried out and to comply regularly with social security, insurance, welfare and any other kind of contributions in accordance with laws and regulations and rules in force.

In the absence of legal provisions and collective bargaining agreements, he must follow the normal practice referable to the individual professional categories concerned.

1.6.2 Single Declaration of Regularity of Contribution (DURC)

In all the prescribed cases, the Contractor must produce the Single Declaration of Regularity of Contribution (DURC) for his employees and for those of all subcontracting companies and/or ancillaries and for all workers on temporary supply or secondment (acting as liaison with the related employers).

Given the contents and the nature of the document in question, self-executed certificates are not allowed as proof of regularity under the terms of art. 46 of Presidential Decree no. 445/2000.

The onus and responsibility for the request for the DURC are incumbent upon the Contractor and all other employer companies.

Day / Month /

Independent workers and companies without employees are not included among those obliged to produce the DURC. Payments are conditional upon receipt of the aforesaid DURC; if the Contractor should fail to send even one aforesaid DURC, or if one of these certifies an irregularity, Enel reserves the right to suspend all or part of successive payments until such non-compliance has been corrected and the Contractor may not claim from Enel any indemnification or compensation for damages nor interest matured nor any other thing.

1.6.3 Child Labour

The Contractor undertakes not to employ in the process of his own activities, either directly or indirectly, any person younger than the minimum age established by current law in the country where the activities are to be carried out. In any case, no type of employment assigned must compromise the health, safety or morality of a minor (the term "minor" refers to anyone younger than 18 years of age). The Contractor must furthermore maintain at Enel's disposal registers and/or documents which must contain the personal details of all employees who are younger than 18 years of age.

1.6.4 Slave labour

It is the obligation of the Contractor not to use forms of slave or obligatory labour, carried out, that is, under the threat of any penalty and for which the execution is not offered spontaneously (prisoners, etc.) nor to request personnel to leave "deposits" of money or identity documents at the time the working relationship begins for the purpose of detaining them against their will.

1.6.5 Trade union freedom

The Contractor must ensure that the workers have the right without distinction and without precautionary authorisation to establish the trade union organisations of their choice and to become members of these organisations in accordance with the statutes of such organisations.

1.6.6 Ban on discrimination, abuse and harassment

The Contractor undertakes to treat his employees with dignity and respect and not to adopt any form, even indirect, in their regard, of physical, moral, sexual, psychological violence or verbal abuse. He must not discriminate against them on the basis of race, age, sex, sexual orientation, religion, nationality, social or ethnic origin, disability, union membership or political affiliation.

1.6.7 Safety and environmental protection

The Contractor undertakes to guarantee a safe and healthy workplace and to take all the appropriate measures to prevent accidents and damage to health and the environment that may occur during the execution of the works or as a consequence thereof. He also undertakes to apply all related laws and regulations on the matter.

1.7 PRIME MINISTERIAL DECREE OF 11 MAY 1991, NO. 187

Pursuant to the terms of art. 2 of Prime Ministerial Decree no. 187/91 the Contractor must in the case of a company that comes under the decree in question notify Enel if, during the execution of the contract, any variations occur of more than 2% in the composition of the company.

This obligation must be extended to cover all subcontracting and/or ancillary companies and to all the consortium companies participating in carrying out the work (in the case of a consortium) and to the company/ies and principal/s (in the case of T.A.C.s./C.O.C.s).

The notification must be sent at least once a year even if no variations have occurred.

2. SUBCONTRACTS

Considering the type of the activities, subcontracting is excluded, even partial, for the activities covered by this contract.

3. SAFETY

Accident Prevention Regulations

The Contractor must scrupulously and strictly comply with the prescriptions of the regulations in force on matters of accident prevention and hygiene and safety in the workplace and specifically, by way of example, but not exhaustively:

- > with Legislative Decree no. 81 of 09/04/2008
- > with any regulations issued while this contract is being carried out.

It is furthermore specified that pursuant to art. 26 of Legislative Decree no. 81/2008, Enel has provided the Contractor with detailed information including documents on specific environmental risks existing where he is supposed to operate and on corporate emergency plans; it shall also cooperate with the Contractor in identifying prevention of and protection measures to take against those specific existing environmental risks. Such measures shall be included in the risk analysis document prepared by the Contractor before work start-up; that document must remain at the disposal of the competent authorities assigned to carry out inspections for site control.

The fact that Enel has knowledge of said document does not absolve the Contractor of any of the duties and obligations nor does it diminish his liability in any way.

Pursuant to the same art. 26, the "document certifying the non-existence of interference" is attached to this contract.

It is understood that in no case shall any adaptations and/or supplements give rise to any amendment or adjustment of contractual prices relating to safety costs since the Contractor already assessed all the conditions and restraints in the presentation phase of his bid.

Before work start-up the Contractor must inform Enel of the name of at least one person assigned to promote and carry out accident prevention activities; any variations during the course of the works must be promptly communicated.

Enel for its part shall designate a corporate person of reference for safety.

The Contractor must provide Enel with a report and information on any accidents which may involve his own workers, those of any subcontracting and/ or ancillary companies or any workers on temporary supply / secondment to the works assigned by this contract.

Should any non-compliance with legal and contractual obligations on matters of workplace safety be discovered, including on the part of any subcontractors and/or ancillary companies, Enel reserves the right, to proceed at its own discretion to suspend the works and this shall not entail any recognition or to terminate the contract pursuant to art. 1456 of the Italian Civil Code.

4 REPRESENTATION

4.1 ENEL REPRESENTATION

The Enel representative assuming the role of the unit managing this contract is:

- > Enel Ingegneria e Ricerca S.p.A.
Area Tecnica Ricerca
Via Andrea Pisano, 120
56122 - Pisa (PI) Italy

That unit is therefore assigned the task of ensuring perfect compliance by the Contractor with all the provisions contained in the contract.

4.2 REPRESENTATION OF THE CONTRACTOR

Before the commencement of the activity, the Contractor must advise the above-mentioned Enel unit of the names of his representative/s.

If the Contractor changes his representative during the execution of the activities he must advise the unit managing the contract of the new name in writing.

5 CONTRACT VALIDITY AND DELIVERY DEADLINES

Without prejudice to the provisions otherwise of paragraph 6 following, this contract has a validity of **12 months** starting from the date of finalization of the contract; when such date and/or the contractual amount is reached, including any tolerance, the effectiveness of the contract shall lapse.



The delivery of supply shall be requested by means of a special communication (Ordering Specification / Withdrawal Letter) which shall be issued within the period of validity of this contract.

It shall specify:

- > the requesting unit;
- > the description, quantities, prices of supply and the estimated amount;
- > shipment address;
- > delivery deadline.

The Contractor must confirm receipt of aforesaid communication by fax within 3 (three) days of its date.

If the Contractor after an additional 7 (seven) days fails to confirm receipt or expresses unacceptable reservations, Enel shall have the right to avail itself of the conditions precedent of the contract.

The delivery to destination (DT) of the supply ordered must be made for "Ordering Specifications or Withdrawal Letters" which you receive by 12:00 noon of any working day (after that time it shall be deemed to have arrived on the working day immediately following) in accordance with the terms indicated below:

- > 15 consecutive calendar days from the date of that particular communication (Ordering Specification / Withdrawal Letter). Should there be any discrepancy between the deadline mentioned in the previous point and the delivery deadlines indicated in the consignment note, the deadline established in the previous point shall be deemed to prevail under the terms of such obligation.

It is understood that in such urgent cases you shall be committed to guaranteeing the delivery of the supply requested in the shortest time possible with respect to the term indicated above.

You must always advise us in due time if you foresee any delays in delivery.

Deliveries shall be made during normal working hours (8-17 Monday to Friday, excluding midweek holidays).

For all requests issued for material delivery, you shall undertake to comply punctually with the delivery terms indicated therein.

6 ESTIMATED AMOUNT AND AMOUNT OF CONTRACTUAL COMMITMENT

The estimated amount of the contract amounts to Euro **24.966,13** (Euro twentyfourhundredsixty/13).

In the course of the contractual validity Enel undertakes to post an amount not lower than total amount of Lot A.

If an amount lower than the amount committed should be posted at the expiry of the validity of the contract, that validity shall be extended to the extent necessary to reach the amount committed for a maximum of 12 months with respect to the expiry initially established.

6.1 OPTION

Not applicable

6.2 CONTRACT PRICES

Everything included in the subject of this contract shall be paid in accordance with the prices on a time and materials basis and/or at a fixed price established in the Price List attachment.

The considerations of this contract shall be subject to Value Added Tax.

6.3 ECONOMIC APPRAISAL OF VARIANTS

In accordance with the provisions of the second subsection of paragraph 12 of the "GSC".

6.4 SERVICES PROVIDED ON A STATEMENT BASIS

Not applicable.

6.5 INVARIABILITY OF PRICES

In derogation of art. 1664 of the Italian Civil Code, it is specified that all contractual prices are understood to be fixed and invariable and that, as a consequence, they shall not be revised.

6.5.1 Profitability of price revision

With the application of the provisions of the preceding paragraph, the Parties acknowledge that all their rights relating to cost variations (increased or decreased) have been fully satisfied.

6.6 DEPOSIT/SURETY

Not applicable

6.7 GUARANTEE

Not applicable

7 ACCOUNTING

7.1 INVOICING

Invoices shall be issued on a monthly basis, separately for each requesting unit, in accordance with all consignments of supply made in the period concerned, when the required events have taken place and must be in the name of:

- > Enel Ingegneria e Ricerca S.p.A.
Via Mantova, 24
00198 ROMA
VAT.no. 10426731005

and the original sent to:

Enel Servizi s.r.l.
Direzione Operativa Amministrazione
Macro Area Nord
Unità: Enel Ingegneria e Ricerca
Via Beruto 18 - 20121 Milano

In addition to the details of this contract, the following data must be included:

- > if the Contractor is Italian:
 - the IBAN code of his current account with the international banking code details;
- > if the Contractor is international:
 - the IBAN code of his current account with the international banking code details;
 - "Bank Identifier Code" BIC of his own bank;
 - for international purchases the invoices must also bear the TARIC code, the "combined nomenclature code" also called the "customs tariff code".

If the execution of this contract is assigned to a Temporary Association of Companies or to an Ordinary Consortium of Competitors, a principal company may send its own invoices to Enel directly or using the EDI system (if provided), upon specific advance approval notice by the agent company to be sent to Enel using commercial correspondence.

7.2 PENALTY FOR LATE DELIVERY

Not applicable

8 PAYMENT

Payment shall be made in accordance with the provisions of paragraph 13 of the "GSCs".

Invoices shall be issued as follows:

- > 100% at the acceptance of the supply (check the completeness of data provided).

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9 TERMINATION OF CONTRACT

In addition to the provisions of paragraph 15 of the "GSCs", termination of the contract is legally operative also in cases of irregularities relating to pay, social security, welfare, and insurance obligations which must be paid by the Contractor and/or the subcontractor pursuant to art. 1.6 and in cases of failure to observe ethical aspects if mentioned in the same art. 1.6.

If it is ascertained with final sentence that the Counterparty has committed administrative offences and/or one or more offences under Legislative Decree no. 231/2001, Enel shall be entitled to terminate the contract with immediate effect, pursuant to and in accordance with art. 1456 of the Italian Civil Code, without prejudice to compensation for any damages caused to any Group Company such as, for example, those deriving from the application of sanctions provided by the decree cited.

10. CODE OF ETHICS, ANTI-CORRUPTION PLAN AND ORGANISATIONAL MODEL UNDER LEGISLATIVE DECREE 231/2001

With reference to paragraph 29 of the "GSC", in the conduct of business and management of relations, the Enel Group shall refer to the principles contained in its Code of Ethics, its Zero Tolerance Plan against corruption and its Organisational Model, pursuant to Legislative Decree 231/2001, available at:

<http://www.enel.com/it-IT/group/governance/principles/>

The Contractor, in the conduct of its business and managing relationships with third, refers to equivalent principles.

11. FINALISATION OF CONTRACT

In order for the contract to be deemed final and effective, it is essential that you send to the following address:

- ENEL Servizi srl
GLOBAL PROCUREMENT
Global Generation Technologies Procurement
Nuclear Research and Special Technologies Project
Via Arno, 42/44
00198 - Rome (RM)
Att. to Simone Calderone

as soon as possible (anticipating by fax to no. +39 06 8305 4892 within 3 days of receipt of this document):

- > the attached "letter of acceptance" form (att. "X1") dated, stamped and signed by your Legal Representative as a sign of full acceptance (*in case of T.A.C./C.O.C. by the one agent company*);
and furthermore, within 10 days of the date of this document (possibly anticipating it by fax): the following documents (*and this applies to any ancillary companies, principals and consortium companies that will be carrying out the activities, where applicable*), with the exception of those which may already be presented during the bidding phase and/or before the issue of this letter:
 - > the attached "GSCs", duly stamped and signed in acceptance;
 - > original or certified copy of the documentation presented by you in the tender. If any variations occurred in the meantime, new documentation taking those variations into account must be provided;
 - > "cumulative declaration", drawn up in accordance with the attached facsimile (att. "T");
 - > certificate of registration in the Register of Companies kept by the Chamber of Commerce, Industry, Artisans and Agriculture in the place where your company has its registered office, currently valid for six months, for activities that relate to the subject of the contract (in addition to the certificate must be submitted to a further document from which shows that the / i signatory / ies is / are equipped with / i of its power, where such discretion be detectable by the

certificate issued by the Chamber of Commerce) or declaration of non-applicability of this certificate to your company as Public Authority or otherwise;

- > declaration (only for those companies concerned) as per facsimile Att. "U" and in compliance with the provisions of Prime Ministerial Decree no. 187/91 written on your headed paper by a person with the related powers concerning:
- the corporate structure;
 - the existence of rights *in rem* of enjoyment or of guarantee of the shares with voting rights on the basis of Shareholders' Book entries and of the communications received and any other data available to those companies;
 - the specification of those persons who have an irrevocable power of attorney who have exercised their vote in the last year or who in any case have the right to do so;
 - the existence or non-existence, pursuant to art. 4 of Prime Ministerial Decree no. 187, of participations in the share capital in your company held in trust.
- Such obligation must be imposed on any subcontractors;

If the declarations signed by the Contractor under his own responsibility and delivered to Enel should prove entirely or in part to be inexact and/or fraudulent, this contract shall be deemed to be automatically terminated by default of the Contractor pursuant to the terms of art. 1456 of the Italian Civil Code.

It is understood that in addition to the cases for termination of this contract already provided for, we reserve that possibility should there prove to be any impediment to the contractual relationship at any time in the situations provided for by the laws in force.

If you should fail to provide the documents within the prescribed deadline, Enel reserves the right to withdraw the award.

Best regards.

29-11-2013

Head of Nuclear, Research and Special Technologies Project
Global Generation Technologies Procurement
in the name and on behalf of Enel Ingegneria e Ricerca SpA
(Luciano Amorese)

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Person in charge: Simone Calderone
tel. +39 06 8305 8795 - fax +39 06 8305 4892
e-mail simone.calderone@enel.com

Attachments:

- Price List and/or Description of Services and Prices (DPP)
- "General Tender Supply Conditions Free at Destination of Enel S.p.A. (Rev.05 – April 2012)
- Facsimile of "Letter of acceptance" (att. "X1")
- Document certifying the non-existence of interference
- facsimile of:
 - Cumulative Declaration (Att. "T")

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Contract No. 8400060271

PRICE LIST


LOT A – Base supply

Pos.	Description	Tech Spec Reference	Price (€)
10	7 year period of daily average measured for the data of Temperature, Precipitation and Discharge	LOT A - 1.	€ 10.841,00
20	6 months period of hourly measured data of Temperature, Precipitation and Discharge	LOT A - 2.	€ 3.450,00
30	6 months period of hourly forecast data of Temperature and Precipitation	LOT A - 3.	€ 2.700,00

LOT B – Optional supply

Pos.	Description	Tech Spec Reference	Price (€)
10	Hourly historical data for discharge per day per sensor	LOT B - item 1	€ 0,82
20	Hourly historical data for temperature per day per sensor	LOT B - item 4	€ 0,82
30	Hourly historical data for precipitation per day per sensor	LOT B - item 2	€ 0,82
40	Hourly historical data for precipitation per day per sensor (available only during the vegetation period)	LOT B - item 3	€ 0,55
50	Daily average historical data for discharge per day per sensor	LOT B - item 5	€ 0,25
60	Daily average historical data for temperature per day per sensor	LOT B - item 8	€ 0,16
70	Daily average historical data for precipitation per day per sensor	LOT B - item 6	€ 0,16
80	Daily average historical data for precipitation per day per sensor (available only during the vegetation period)	LOT B - item 7	€ 0,09

Handwritten signature

 L'ENERGIA CHE TI ASCOLTA.	GENERAL CONDITIONS OF CONTRACT FOR SUPPLY FREE AT DESTINATION	Page 1 of 18
		Rev. 05

Title: GENERAL CONDITIONS OF CONTRACT FOR SUPPLY FREE AT DESTINATION PROCUREMENT OPERATIONS MANAGEMENT FOR ENEL SERVIZI SRL
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In accordance with organisational note no. 40 of 2 August 2002 issued by ENEL's CEO, this document has been classified for:			
<input type="checkbox"/> PUBLIC USE	<input type="checkbox"/> CORPORATE USE	<input type="checkbox"/> CONFIDENTIAL CORPORATE USE	<input type="checkbox"/> RESTRICTED USE
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Rev.	PROCUREMENT CONTROL, PROCESSES AND STRATEGIES COORDINATOR		

General Conditions of Contract for Supply Free at Destination– Rev. 05 – April 2012

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1. DEFINITIONS

The parties agree that the following terms and expressions mentioned in the contract documents respectively indicate and define:

- **ENEL:** the company within the ENEL Group that underwrites the supply contract free at destination;
- **CONTRACTOR** (hereinafter also the "Supplier"): the natural or legal entity awarded the supply which, following the completion of the relative Supply Contract, agrees to implement and fulfil the supply covered by the contract, according to the conditions, procedures and terms set forth therein;
- **SUPPLY CONTRACT¹:** (hereinafter also referred to as the "Contract") the agreement underwritten by ENEL and the Supplier for the fulfilment of the procurement drawn up under the related business correspondence, and including, as a rule, the following documents which constitute an integral part of the contract:
 - **Order Letter:** the document undersigned by a duly authorised ENEL attorney, in which the object, conditions and terms of the Contract are specified, among other points;
 - **Letter of Acceptance:** the document undersigned by the Supplier's legal representative, through which the latter integrally and unconditionally accepts the Order Letter;
 - **Special Conditions of Supply:** the document containing the specific conditions which regulate the specific Contract.
 - **General Conditions of Supply:** (hereinafter also "GCS"): this document which contains the general legal framework of the Contract;
 - **Technical Specifications:** the documents containing the technical requirements relating to the provision by the Contract;
 - **Price List:** the document which contains prices for each individual item listed in the supply;

The above documents can be modified solely by expressed written agreement between the parties.

2. OBJECT OF THE SUPPLY CONTRACT - HIERARCHY

The object of the Contract is indicated in the Order Letter and in the documents referred to and/or annexed to it, which constitute an integral part of the Order Letter.

In the event of a non-conformity or discrepancy between the documents making up the Contract, the contents of each shall prevail over the subsequent documents, according to the following order:

- Order Letter;
- Letter of Acceptance;
- Price List, where applicable;
- Special Conditions of Supply, where applicable;
- General Conditions of Supply;
- Technical Specifications, where applicable, and all documents referred to and/or annexed to them.

¹ Effectively, the Supply Contract can take on different names, depending on the chosen contractual type ("Framework Agreement", "Open Contract", "Closed Contract").

Def. 17/11/1

3. SUPPLIER'S OBLIGATIONS

By accepting the Contract, the Supplier agrees to implement and fulfil the procurement according to the conditions, procedures, terms and provisions contained in the Contract (documents and annexes included) for its entire duration, and agrees to guarantee ENEL that all activities will be carried out in accordance to the best professional practices, the best techniques available, in a state-of-the-art process, and availing itself of qualified personnel that is appropriately suited to the fulfilment of the tasks specified under this Contract.

In addition, the Supplier agrees to:

- Fulfil and implement the supply fully respecting the Contract, and all of its applicable legal provisions, regulations, technical standards and provisions stipulated by the competent authorities, in force at each moment of its execution, including any other provisions that may affect the Contract, and agrees to accept responsibility for all related obligations and costs;
- Complete the supply guaranteeing that it conforms to all applicable legal provisions, regulations and technical standards in force at the time of its final delivery;
- Fulfil and implement the supply without interfering with or causing disruptions or interruptions in the work performed by ENEL and/or third parties in the buildings and/or property pertaining to Enel;
- Immediately notify ENEL of any and all circumstances which in any way interfere with or can interfere with the fulfilment and implementation of the supply covered by the Contract;
- In the fulfilment and implementation of the supply, adopt all precautions required to prevent injury to persons or damage to property, accepting responsibility for any work required to repair any damages inflicted upon ENEL and/or third parties, including damages caused by its own personnel or by workers at various levels involved in the execution of the Contract (e.g. subcontractors);
- Indemnify and hold ENEL harmless from any liability, costs or legal actions initiated by third parties, in any way deriving from or related to the fulfilment of the Contract. To this end, the Contractor must stipulate an insurance policy as specified under Art. 23;
- Directly manage the obtainment of all permits and authorisations required for the fulfilment of the supply covered by the Contract, with the exception of permits and authorisations which ENEL is expressly and exclusively responsible for by law, and for which the Supplier must, in any case, provide the necessary assistance and/or documentation, if requested;
- Avail itself of personnel currently employed in accordance with all legal provisions, paying for its employees all wages, taxes, insurance, retirement and fiscal benefits provided for by applicable laws and collective labour agreements;
- Promptly notify ENEL of any variations regarding information on the composition of its corporate structure and corporate bodies;
- Fully respect all applicable legal provisions in force in relation to the safety, health and hygiene of workers (among which, Legislative Decree No. 81 of 9 April 2008 and its subsequent amendments and additions).

For the purposes of the fulfilment and implementation of the supply covered by the Contract, the above list of Supplier obligations and costs shall be deemed merely indicative

and non-exhaustive: consequently, it does not in any way limit the Supplier's responsibilities in the case of the latter's improper fulfilment of the supply provisions specified under the Contract. As such, it remains understood that the Supplier agrees to accept responsibility for all other additional obligations and costs not indicated in the Contract but necessary towards the fulfilment of the supply or, in any case, applicable for the correct and complete implementation of the obligations undertaken, including in relation to any sub-supplies and services from third parties.

3a. TRACEABILITY OF CASH FLOWS²

The Contractor agrees to implement all of the provisions under Art.3 of Law No. 136 of 13 August 2010 (on the traceability of cash flows), as amended by Legislative Decree No. 187 of 12 November 2010, converted into Law No.217 of 17 December 2010.

In particular, in order to ensure the traceability of cash flows, and with the aim of preventing criminal infiltrations, contractors and subcontractors in their respective sectors, and authorities granting public and European funds in any way involved in public works, services and supplies must make use of one or more bank or postal accounts, opened with banks or Poste Italiane Spa, dedicated, even if not exclusively - except as provided by paragraph 5 of the above cited Article 3 - to this Contract.

Furthermore, all financial transactions relating to public works, services and supplies, and therefore relative to this Contract, as well as the management of the above cited grants, must be registered on dedicated current accounts, and except as provided by paragraph 3 of the above cited Article 3, must be fulfilled solely through bank or postal money transfers, or other instruments for the collection or payment of funds enabling the full traceability of operations.

The Contractor must provide to the Territorial Administrative Service (TAS) with territorial jurisdiction the details for the above dedicated current account within seven days of its opening, or in the case of existing current accounts, of their initial use in financial operations related to this Contract, as well as notifying, within the same timeframe, the general information and tax code of persons authorised to perform financial transactions on the account.

Similarly and using the same procedures, the subcontractor or subcontracted party, through the Contractor, must notify the entity of the above details and information managing the Contract.

The Contractor, subcontractor or subcontracted party that becomes aware of a situation of non-fulfilment by a counterparty with respect to financial traceability obligations, must inform Enel and the Prefecture of the Territorial Government Office with territorial jurisdiction.

Moreover, the Contractor agrees to insert a similar clause in the contracts with its subcontractors or subcontracted parties, through which each party accepts all obligations on the traceability of cash flows under the above cited Art. 3 of Law No. 136 of 13 August 2010.

In the event of an infringement by the Contractor on any of its obligations as stipulated under Art. 3 of Law No. 136 of 13 August 2010 or under this article, the Contract shall be deemed rescinded immediately, in accordance with the provisions under Art.1456 of the Civil Code.

² The clause is applicable solely to commissions falling under the field of application of Legislative Decree 163/2006 (Public works code).



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Where the issuing of a Unique Project Code (UPC) is applicable, in addition to the TIC (Tender Identification Code), Enel will notify the Contractor; the latter shall then specify this code in each related transaction.

4. PERSONNEL EMPLOYED FOR THE FULFILMENT OF THE SUPPLY

The Supplier is solely responsible for personnel it employs and/or in any case, employed in any capacity in the execution of the Contract.

The Supplier agrees to:

- Fulfil and implement the supply with suitably qualified personnel, both in quality and in numbers, for the needs and obligations deriving from the Contract, and with proven capacities;
- Ensure that its personnel respect all ENEL procedures for the control of accesses to its buildings/property;
- Ensure that during the fulfilment and implementation of the supply its personnel observes a proper and correct behaviour, as well as removing from the worksite, even at ENEL's recommendation – and replacing – any personnel who do not comply with such obligations;
- Provide all workers employed in the execution of the Contract with suitable work clothing for the specific activities performed, as well as providing them, where applicable, with an identification badge containing the information stipulated by the legislation in force, so that the name of the Supplier is clearly evident;

In the event of non-fulfilment of the above terms and obligations, ascertained by any means, ENEL has the right to rescind the Contract by law, in accordance with the provisions under Art.1456 of the Civil Code.

5. ANTI-MAFIA LEGISLATION AND SUBCONTRACTING

The Contract must be fulfilled respecting all compliances as stipulated by legislation enacted for preventing Mafia-type criminal activities.

Subcontracting is admissible in compliance with current legislation in force within the provisions and limitations established in the Contract.

The subcontracting to third parties of the fulfilment or implementation of part of the supply covered by the Contract in no way excludes or limits the obligations and liabilities assumed by the Supplier. In fact, the Supplier is responsible towards ENEL for the exact fulfilment of the entire supply covered by the Contract, as well as the payment of compensation for damages caused to anyone, including during the fulfilment or implementation of part of the supply by any third parties designated by the Supplier.

In the event of improper fulfilment or implementation of the provisions covered by the Contract, including where attributable to a subcontractor or third party designated by the Supplier and/or failure to pay compensation for damages caused to anyone (by the Supplier, subcontractor or third party designated by the Supplier for the fulfilment or implementation of the provisions specified in the Contract), ENEL has the right to terminate the Contract in accordance with and under the provisions of Art.1456 of the Civil Code.

6. INDUSTRIAL AND COMMERCIAL PROPERTY RIGHTS

The Supplier agrees to not violate industrial property rights belonging to third parties for the products supplied, and to ensure that ENEL remains held harmless against any claims by holders or licensees of patents, licences, drawings, models, trademarks or other forms of industrial property, in relation to the supply of the Contract, with the obligation of obtaining at its expense the divestitures, licences or approvals required, including any related expenses.

In the event that, as a result of a challenge by the owners or licensees of the rights referred to in this article, a total or partial modification of the materials specified in the supply should be imposed on ENEL, such materials shall be modified as soon as possible and entirely at the Supplier's expense, without inasmuch lowering the quality of the supply, operating specifications and guaranties. In such an event as described above, where foreseen by the type of supply and before initiating it, a new process for the approval of prototypes shall be instated.

7. DELIVERY TERMS

Unless otherwise stipulated in the Contract, the materials, appropriately packaged as specified in the Technical Specifications, shall be, for all effective purposes, legally intended as belonging to ENEL upon delivery free at destination, at ENEL's storage centres, worksites and/or installations; or, in the case of manufactured materials, at the Supplier's own storage centres or those of other manufacturers. It is understood that, in the above mentioned situations, any expenses related to the unloading of materials will be assumed by the Supplier.

The contractual terms for deliveries free at destination, established in relation to the type of materials, will be specified, depending on the case, in the following contractual documents:

- a) in the Contract, and/or
- b) in drawing up the Framework Agreement;
- c) in the Purchase Order/Specifications in an Open Contract.

Where expressly stipulated in the Contract, the main contractual terms can be:

- ST (start of the timetable): deadline for the start of the timetable related to the progress status of the activities stipulated in the Contract;
- PWT (Deadline for the Preparation of Workshop Testing): the deadline within which the supply must be ready for workshop testing;
- DT (Delivery Deadline): the deadline within which the tested supply must reach its destination.

8. CHANGES TO THE CONTRACTUAL TERMS

The supply must be fulfilled respecting the terms established in the Contract.

Any changes to the contractual terms must be agreed to in writing between ENEL and the Supplier.

Any delays due to causes not attributable to the Supplier must be promptly notified to ENEL by the Supplier.

No early deliveries or partial preparations will be accepted with respect to the terms established in the Contract, except where approved in writing by ENEL.



Subject to formal notification to the Supplier well in advance, ENEL reserves the right to request a postponement of the contractual terms with delivery free at destination.

In this case, at the expressed written request of ENEL, the Supplier agrees to store and maintain the materials prepared for shipping free of charge (unless otherwise agreed to in writing between the parties specifying the duration of the deposit), and with due diligence, at its own storage facilities or at the facilities of third parties. In this case, unless otherwise stipulated in the Contract, the Supplier is authorised to invoice the supply after having registered the materials in a deposit account. This registration must be promptly notified in writing to ENEL.

9. PROHIBITION TO SUSPEND OR DELAY THE SUPPLY

The Supplier cannot – for any reason and, therefore, not even in the event of controversies – suspend or delay of its own accord the fulfilment of the supply covered by the Contract.

In the event of non-fulfilment of such obligations, ENEL reserves the right to legally terminate the Contract, in accordance with and under the provisions of Art.1456 of the Civil Code, without prejudice to its right to full compensation for any damages entailed.

10. TESTING REQUIREMENTS

At the written request of ENEL, the Supplier must demonstrate that it has accurately fulfilled all of the provisions covered by the Contract; it is understood that the absence of the abovementioned request by ENEL does not exempt nor in any way limit the Supplier's responsibilities in terms of the non-fulfilment of the obligations assumed, however this may be ascertained.

In any case, ENEL reserves the right to withhold payment, in the event that the Supplier cannot accurately demonstrate that it has fulfilled all of the provisions covered by the Contract and/or has abided by all legal provisions and/or is in compliance with respect to all entities and authorities concerned, for the workforce and third parties in general.

11. CONTRACTUAL PRICES

Unless otherwise specified in the Order Letter, the contractual prices, notwithstanding Art. 1664 of the Civil Code, are fixed and unchangeable for the entire duration of the Contract.

By accepting the terms of the Contract, the Supplier recognises:

- the profitability of the overall contract prices as suitable for covering the Supplier's revenues and all expenses incurred, costs and vagaries inherent to the proper fulfilment of the supply specified under the Contract;
- that it has assessed and deems that it has been duly paid for any unforeseen costs concerning the payment of wages, bonuses, allowances and reimbursements or otherwise exceeding that which has been established by collective labour agreements, having fully evaluated the effective cost of labour, even based on environmental conditions, and including any and all expenses referring to overtime, work conducted during holidays and during night shifts, required for the completion of the supply within the terms of the contract.

12. ECONOMIC ASSESSMENT OF CHANGES

During the execution of the supply, ENEL has the right to request changes with respect to the supply agreed to. Changes will be compensated taking into account the prices and clauses in the Contract.

In the absence of specific contractual prices relative to the supply for which variations are being proposed, the latter will be determined in accordance with contractual prices established for similar supplies, or, where this is not possible, based on the elementary costs of labour, rentals and materials.

The Supplier must produce the necessary technical and financial documents in order to allow ENEL to evaluate the changes brought to the supply and related costs deriving from the introduction of variations. These documents must, even in detail, be analogous to those compiled by the Supplier during the supply tender procedural phase.

13. INVOICING AND PAYMENTS

All fees shall be invoiced by the Supplier in accordance with the procedures and terms set out in the Contract. Related invoices must be submitted to the specified ENEL departments respectively charged with the administrative and technical management of the Contract.

Following the completion of the Contract, invoices will be paid via bank transfers on a dedicated bank or postal current account payable to the Supplier, at a fixed currency for the beneficiary, on the third to last business day of the month in which the 90 (ninety) day deadline falls from the date of reception of the invoices, if the invoices are submitted via Web EDI; and 150 days if the invoices are submitted in paper.

If the payment day, as specified above, falls on a Monday or Tuesday, the payment will be postponed to Wednesday, if it is a workday; otherwise, the payment day will remain unvaried.

In the event of late payments beyond the contractual terms, where the late payments are attributable to ENEL, interest will be owed on arrears if they exceed €5.00 (five/00), at the legal interest rate, fixed in accordance with Art.1284 of the Civil Code, for the first sixty days of the late payments, and from the sixty-first day onwards according to the arithmetical average of the Euribor one-month rates calculated on the calendar month preceding the month on which the sixty-first day after the end of the invoice falls, increased by two percentage points.

Except in the case in which a Temporary Group of Companies or ordinary consortium have their own VAT number, each company within the Group or consortium must invoice its own fees for services rendered in accordance with the obligations for the cash flow traceability stipulated in this Contract.

Invoices issued by individual contracting companies must be submitted to ENEL appropriately accompanied by the approval of the contractor.

It is understood that, in the case of subcontracting or piecework, where ENEL has not stated that it will directly pay the subcontractor or jobber the amount due for services performed, ENEL will suspend payments to the Supplier if the Supplier has not submitted, in accordance with the law, a copy of the receipted invoices relating to payments made by the Supplier to the subcontractor or jobber, with details of withholding payments made.

14. PENALTIES

Without prejudice to other damages in case of a breach of the obligations expressly set forth in the Contract, ENEL will apply the penalties established in the Contract.

If the sum of the penalties exceeds the maximum limit established by contract, ENEL reserves the right, at any time, to terminate the Contract, in accordance with and under the provisions of Art.1456 of the Civil Code.

The penalty will be applied by partially or wholly enforcing the guarantee provided as security by the Supplier.

15. TERMINATION AND ENFORCEMENT FOR DAMAGES

In addition to the cases expressly stipulated in these General Conditions of Supply and/or in other documents comprised in the Contract, ENEL reserves the right to terminate the Contract, in accordance with and under the provisions of Art.1456 of the Civil Code, in the following additional cases in which the Supplier:

1. Does not allow the identification of workers and work means, or does not allow access to its facilities or work sites or work areas to ENEL staff and/or third parties charged by ENEL itself to carry out the checks required by Contract and/or by law and/or refuses to allow ENEL - or even in any way hinders ENEL - in exercising such controls;
2. Arbitrarily suspends the supply covered by the Contract;
3. Refuses to initiate the execution of the supply covered by the Contract;
4. Refuses to resume the execution of the supply of which ENEL - for whatever reason - has ordered a suspension, if ENEL has ordered a resumption;
5. Makes statements, even during the tender and/or qualification and/or contract conclusion phases, that may be partially or totally false;
6. Bankruptcy proceedings against the Supplier may be pending;
7. Performs repeated acts which are deemed harmful to the image of ENEL;
8. The supply is not executed in accordance with the conditions, terms and procedures covered by the Contract.

In the above cases, ENEL shall be entitled to enforce the security referred to in Art. 18, and proceed in claiming damages from the Supplier. ENEL shall retain the right to claim further damages.

In all cases of breach of contract, ENEL - at its sole discretion - can assign to the Supplier, by registered letter with return receipt, a deadline for compliance of no less than fifteen days. This timeframe can be reduced taking into consideration the specifications of the supply stipulated in the Contract.

If this timeframe elapses without any resolution, ENEL can, without prejudice to its right to terminate the Contract (Art.1454 of the Civil Code), proceed in claiming damages for the Supply through third parties, notifying the Supplier in breach of contract by registered letter, specifying new terms for the execution of the Supply and the related sum.

Claims initiated for damages incurred do not relieve the Supplier from further liability related to the early termination of Contract.

Except in cases of wilful misconduct or gross negligence and unless otherwise provided in the Contract, the Supplier's maximum liability for breach of contract and the consequent obligation to pay compensation to ENEL shall not exceed 100% of the value of the Contract, tolerances, variations and options included.

16. TERMINATION FOR BREACH OF LEGISLATION ON SAFETY AND HEALTH IN THE WORKPLACE

The Supplier agrees to execute the services covered by the Contract in full and complete compliance with all applicable legal requirements (among which, Legislative Decree No. 81 of 9 April 2008 and its subsequent amendments and additions) concerning the protection of the safety and health of workers in the workplace.

At its sole discretion, ENEL has the right to legally terminate the Contract, in accordance with and under the provisions of Art.1456 of the Civil Code, in the event of a breach by the Supplier and/or subcontractor and/or any entity outsourced by the Supplier for the execution of the supply covered by the Contract, of any of the provisions in the regulatory requirements (among which, Legislative Decree No. 81 of 9 April 2008 and its subsequent amendments and additions) concerning the protection of the safety and health of workers in the workplace.

17. CANCELLATION

In accordance with Art.1373 of the Civil Code, ENEL has the right to withdraw from the Contract at any time, whatever the state of progress of activities, notifying the Supplier by registered letter with return receipt.

In this case, excluding any right of the Supplier for damages, ENEL shall notify which activities must be completed and which interrupted immediately.

Activities executed regularly up to the date of withdrawal will be compensated in accordance with the contractual prices.

Activities interrupted and those not executed will be refunded for documented expenses incurred and for commitments already undertaken which are irrevocable without economic consequences, i.e. the documented sum of the consequences, where the latter are more advantageous for ENEL.

In the event of a bankruptcy or compulsory administrative liquidation of the Supplier, the Contract shall be dissolved pursuant to Art.81 of the Bankruptcy Law.

18. SECURITIES

Unless stipulated otherwise in the Contract, the Supplier – as a guarantee of the fulfilment of all contractual obligations - must provide a final security payable to ENEL for an amount equal to that specifically mentioned in the Contract.

The security must be made through a bank or insurance bond provided by an authorised bank or insurance institution, using the facsimiles attached to the Contract only.

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If the security described above is provided by a foreign credit institution, ENEL reserves the right to request that the latter (except for credit institutions based in EU countries) be confirmed by major Italian credit institutions approved by ENEL.

If the security is provided by a foreign insurance company, ENEL reserves the right to request that the latter be accompanied by an analogous "second risk" insurance issued by an Italian insurance company.

If the amount of the security provided payable to ENEL should be reduced due to the application of penalties, or for any other reasons, the Supplier must restore the guarantee within 10 days of receiving a request by ENEL, barring which ENEL shall have the right to terminate the Contract, in accordance with and under the provisions of Art.1456 of the Civil Code.

19. TRANSFERABILITY OF RECEIVABLES – NON-ASSIGNMENT OF CONTRACT

Where not expressly allowed by ENEL, in accordance with Art.1260, paragraph 2 of the Civil Code, the transferability by the Supplier of receivables deriving from the Contract remains excluded.

The Supplier is also prohibited from outsourcing to third party agencies the collection of payments or receivables.

With the signing of the Contract, Enel will allow the assignment of receivables deriving from the supply contract payable to Enel Factor by the Supplier.

The assignment of the Contract by the Supplier, even partially, is forbidden.

20. INFORMATION PROVIDED BY ENEL

At the Supplier's request, ENEL agrees to provide all the necessary information for the execution of the supply and activities related to the Contract. If the information provided by ENEL should prove insufficient or incomplete, the Supplier agrees to request any missing information in a timely manner.

21. CONFLICTS OF INTEREST

In executing the Contract, the Supplier agrees to safeguard the interests of ENEL exclusively, ensuring that no situations exist that can lead to the occurrence of conflicts of interest in relation to the activities and services performed.

For the entire duration of the Contract, the Supplier agrees to adopt a suitable behaviour, such as to avoid conflicts of interest. If any situation arises that can generate a conflict of interest - without prejudice to ENEL's right to terminate the Contract pursuant to Article 1456 of the Civil Code - the Supplier agrees to promptly notify ENEL in writing and abide by the reasonable instructions provided by ENEL, which shall be dictated after consultation and an assessment of the justifiable needs presented by the Supplier.

22. MONITORING

ENEL has the right to monitor and verify the exact fulfilment by the Supplier of all contractual obligations assumed and all provisions issued by ENEL, including the correct and timely fulfilment by the Supplier of all activities necessary to the state-of-the-art execution of the supply, according to the terms and conditions stipulated in the Contract.

Without prejudice to ENEL's right to terminate the Contract pursuant to Article 1456 of the Civil Code, in the event that during the verifications and controls described above ENEL should in any way, and at its sole discretion, ascertain the existence of non-compliances – including consisting of errors or inaccuracies – in the exact fulfilment of the services covered by the Contract, the Supplier must then remedy at its own expense and without in any way impacting the established timetable.

Barring other contractual agreements, employees of ENEL and/or authorised third parties, shall have the right to access production facilities to inspect production phases, conduct tests and gather information on production cycles: it is understood that such accesses, including any observations formulated, do not in any way constitute interference and/or a restriction of the Supplier's autonomy in performing the activities under the Contract.

The failure on ENEL's part to contest the execution of the supply, including following the verifications described above, shall not in any way limit the Supplier's liability in the case of a non-fulfilment of the contractual obligations assumed, and in any way ascertained subsequently.

23. INSURANCES

The Supplier assumes all responsibility for injuries or damages caused to persons or property in the execution of the supply, including through its subcontractors or outsourced companies.

The Supplier must take out a suitable insurance policy with a major insurance institution for the entire duration of the Contract, covering all risks related to the fulfilment of the supply, for damages the Supplier may cause to property, ENEL, its employees and partners, as well as third parties during the course of execution of the supply covered by the Contract.

The ceilings on the insurance policy must cover damaging events for which claims are received within the period of execution of the Contract and/or in the subsequent warranty period on the goods covered by the supply Contract.

The insurance policy shall provide a waiver by the insurer against ENEL on any grounds, particularly in reference to coverage against risks in the event of unpaid insurance premiums or partial payments on insurance premiums.

It is understood that the existence, validity and effectiveness of the insurance policy described in this article is an essential condition for ENEL, and as such, if the Supplier is unable to prove insurance coverage at any time, ENEL has the right to terminate the contract pursuant to Article 1456 of the Civil Code, retaining the deposit paid as a penalty and without prejudice to the obligation of compensation for damages incurred.

24. GUARANTEES

Unless otherwise agreed to in the Contract or documentation referred to or annexed to the Contract, the Supplier guarantees the goods covered by the supply for a period of 24 (twenty four) months from the date of delivery.

The guarantee covers design flaws, construction defects, latent defects and whatever else may be specified in the Contract.

Under this guarantee, the Supplier is obliged to carry out any necessary repairs or replacements within the shortest possible time and at its own expense, including the removal and transportation of defective parts.

The guarantee referred to in paragraph 1 also covers replaced parts, whilst for the remaining parts the warranty period is extended by a period equal to the duration of the suspension caused by repairs or replacements.

A positive test result, even if the test is carried out in the presence of ENEL testers, does not release the Supplier from guarantee obligations.

Other forms of guarantees (e.g. guarantees on services, etc.) may be expressly indicated in the Contract or documentation referred to or annexed to the Contract.

25. VENDOR RATING

ENEL has established a Vendor Rating system designed to monitor and assess the performances and benefits received from its suppliers and contractors, as well as the quality of purchased products.

The Vendor Rating system applies to companies included in the List of ENEL Qualified Suppliers, for the categories of goods subject to qualification.

The evaluation on the supplier-type combination for the product supplied is based on a vendor rating indicator that expresses the quality level offered and takes into account the quality of the product and delivery time within a preset timeframe.

In fact, ENEL proceeds with an objective and systematic gathering of information related to the Supplier's behaviour during the supply phase, as well as during the execution of contractual services, assessing, in particular:

- the quality of goods supplied (c.d. "IQ");
- promptness of services (c.d. "IP");
- correctness of the pre-contractual and executive phases (c.d. "IC");
- safety.

The Vendor Rating index (c.d. VRI), obtained following the above monitoring, is used by ENEL for its qualification system, and for formulating an overall evaluation of each Supplier, with reference to the different types of services and/or of goods supplied.

26. CONFIDENTIALITY AND DATA PROTECTION

All elements made available by ENEL for the execution of the Contract, including documents, information and knowhow gathered, processed and developed for the Contract, in addition to being used solely for the execution of the Contract, are strictly confidential and cannot be

disclosed, unless through expressed written authorisation by ENEL, except under circumstances in which the Supplier must comply with legal obligations or requests from public authorities which cannot be met with a legitimate refusal. Information disclosed by ENEL from official documents is excluded from confidentiality obligations.

In addition to ensuring the integrity of information and data, the Supplier will also be held responsible for the conduct of parties responsible for the execution of contractual activities. Information and data acquired can be used solely for the purposes of the Contract, respecting current regulatory provisions on the protection of personal data. (Leg. Decree No. 196 of 30 June 2003)

The Supplier agrees to set up and manage logical and physical security measures that will guarantee the protection of data from destruction, manipulation, non-authorised access or copying, and return to ENEL upon completion of the Contract, all data, documents and information provided by ENEL or possessed for the purposes of the execution of the activities, destroying all copies and records, barring written authorisation to the contrary by ENEL.

The obligations deriving from this article shall persist even after the expiry of the Contract or its termination for any reason, except as otherwise provided in the Order Letter.

ENEL reserves the right to terminate the Contract, as a result of a failure to comply with the confidentiality obligations described herein, pursuant to Art.1456 of the Civil Code, without prejudice to the right to compensation for damages.

27. PROTECTION OF PERSONAL DATA - INFORMATION

In accordance with the provisions contained under Art.13 of Legislative Decree No. 196 of 30 June 2003 (Code concerning the protection of personal data), personal data acquired during the procedure for awarding the Contract is collected and processed in an automated manner and in printed form, including for purposes related to the stipulation and execution of the Contract, and the promotion of commercial services, i.e. to fulfil obligations under the law. This data will be conserved for the duration of the Contract and subsequently upon its completion for a period of time not exceeding the terms prescribed by applicable provisions under the law.

In this regard, note that:

- the acquisition of all data requested for purposes related to the execution and management of the Contract is deemed indispensable for the establishment and execution of the Contract; failure to provide consent for its processing shall entail the impossibility of entering into or continuing with the execution of the Contract. The acquisition of data for the promotion of commercial services is optional.
- personal data acquired and processed will be disclosed to companies subject to the management and coordination of ENEL S.p.A., and will not be communicated/disclosed to third parties except in cases permitted by law;
- regarding the existence and treatment of personal data that concerns the Supplier, the latter has the right to exercise its rights as provided for under Art. 7 of Legislative Decree 196/2003;
- ENEL is the owner of the data treatment, in the person of its current legal representative;
- the coordinator of the data is the current Procurement Operations Director of Enel Servizi S.r.l., Viale Regina Margherita, 137 - 00198 Rome.



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28. COMMUNICATION BETWEEN THE PARTIES

Any communication between ENEL and the Supplier in any way related to the conclusion or execution of the Contract shall be deemed validly executed only if carried out in writing at the legal domicile of the parties, as specified in the contract.

The Supplier must promptly inform ENEL of any variations in legal domicile, failing which, notices and communications shall be deemed duly sent if sent to the address specified in the Contract.

The Supplier has the obligation to inform ENEL promptly of any changes in its personal and fiscal data (e.g. VAT number, address, company name, etc.) or variations in its ownership/corporate structure.

Failure to communicate the above information can entail the suspension of payments for invoices whose data has not been updated.

29. CODE OF ETHICS, ANTI-CORRUPTION PLAN AND ORGANISATIONAL MODEL PURSUANT TO LEGISLATIVE DECREE 231/2001

In conducting its business dealings and managing relations, the Enel Group adheres to the principles contained in its Code of Ethics, in the Zero Tolerance Plan against corruption, and in its Organisational Model, pursuant to Legislative Decree 231/2001, which can be consulted at this address:

<http://www.enel.com/it-IT/group/governance/principles/>

In conducting its business dealings and managing relations with third parties, the Supplier adheres to the following equivalent principles.

The Supplier declares that it has taken note of the commitments made by ENEL in the Code of Ethics and Model 231/01, and states that it is committed to complying with legal obligations concerning the protection of child labour and women; equal opportunities, non-discrimination, abuse and harassment; trade union freedom of association and representation, forced labour, safety and environmental protection, sanitary conditions and compliance with all applicable conditions in matters related to wages, benefits, insurance and taxes (obligation to pay withholding tax on employment income), for all workers employed in the execution of the contract.

In this respect, ENEL reserves the right to monitor and carry out inspections aimed at verifying compliance with the obligations outlined above, either by the Supplier and/or its subcontractors or any entities outsourced by the Supplier for the execution of the Contract, and, pursuant to Article 1456 of the Civil Code, immediately terminate the Contract in the event of proven violations of these obligations.

ENEL also adheres to the Global Compact, and in compliance with the tenth principle of the GC, intends to pursue its commitment to fight corruption in all its forms. As such, ENEL prohibits the use of any promise, offer or solicitation of illegal payment, whether in cash or other benefits in order to gain an advantage in its relations with its stakeholders; this ban is extended to all employees. The Supplier states that it has taken note of ENEL's commitments and undertakes not to resort to any promise, offer or solicitation of illegal payment in the execution of this Contract, in the interests of ENEL and/or benefitting its employees. In case of breach of these obligations, ENEL reserves the right to terminate the Contract, pursuant to Article 1456 of the Civil Code, and claim compensation from the Supplier for damages incurred.



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29a. CORPORATE SAFETY CLAUSE

In conducting its activities, the Enel Group emphasises the protection of the health and psycho-physical integrity of its workers and of the organisations with which it collaborates. The safety and the centrality of the individual are important values, and are indispensable to Enel, in every country in which the company operates. Enel is highly committed to pursuing its primary objective of "Zero Injuries".

Enel's safety policy principles can be consulted at this address:

http://www.acquisti.enel.it/acquisti/doc/doc_allegati/1650744-2_ALLEGATO-1.pdf

In conducting their business activities, contractors must comply with and adopt a conduct in line with the principles contained herein.

30. TECHNICAL AND TAX REPRESENTATION IN NON-EU COUNTRIES

30.1 Tax representation

Customs and tax operations for the entry of goods into the EU are the Supplier's responsibility. To this end, suppliers whose head offices are not located in an EU country are required, for the purposes of customs and taxes, to elect a tax representative residing in Italy, subject to the provisions of Presidential Decree No. 633 of 26 October 1972 and subsequent amendments and/or additions.

The appointment of a tax representative must derive from a public or private deed, or alternatively, by letter recorded in a special register with the VAT Office or Inland Revenue Tax Authority, and must be communicated to ENEL within one month from the date of completion of the Contract and, in any case, at least 1 month before the start of deliveries, and must be valid for the duration of the deliveries.

31.2 Technical representation

Suppliers not residing in an EU country are required, for the purposes of managing post-sales activities, to appoint a Technical Representative domiciled within the territory of the EU. The appointment of a Technical Representative must be communicated to ENEL within one month from the date of completion of the Contract and, in any case, at least 1 month before the start of deliveries, and must be valid for the duration of the warranty period for the product supplied.

In the event of a delay in communicating the Tax Representative or Technical Representative to ENEL with respect to the above cited deadlines, ENEL reserves the right to withdraw from the Contract, pursuant to Article 1456 of the Civil Code.

31. COURT OF JURISDICTION

Unless stated otherwise in the Contract, the Contract shall be governed by the laws of Italy, and the court of jurisdiction for any disputes between ENEL and the Supplier shall be that of Rome.

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32. DUTIES AND TAXES

All taxes, duties and fees arising from the Contract shall be borne by the Supplier except those which by law shall be borne by ENEL.

DATE 29-11-2013

Stamp and signature of the legal representative³

DECLARATION BY THE SUPPLIER

The Supplier declares that it is perfectly aware of and accepts, without exception, all of the conditions, provisions, regulations, and agreements contained in the General Conditions of Supply, and in the documentation referred to or annexed.

In addition, the Supplier declares that it has carefully read the provisions in the articles listed below of the General Conditions of Supply, for which it expresses its full and unconditional consent, pursuant to Art.1341 of the Civil Code:

Art. 3: Supplier's Obligations
Art. 3a: Traceability of cash flows
Art. 4: Personnel employed for the fulfilment of the supply
Art. 5: Anti-mafia legislation and subcontracting
Art. 6: Industrial and commercial property rights
Art. 7: Delivery terms
Art. 8: Changes to the contractual terms
Art. 9: Prohibition to suspend or delay the supply
Art. 10: Testing requirements
Art. 11: Contractual prices
Art. 14: Penalties
Art. 15: Termination and enforcement for damages
Art. 16: Termination for breach of legislation on health and safety in the workplace
Art. 17: Cancellation
Art. 18: Securities

³ The legal representative or proxy representative: if the latter signs the document, a copy of the power of attorney must be attached, certifying the proxy's signature, unless this certification is presented during the tender phase.



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Art. 19: Transferability of receivables – Non assignment of Contract

Art. 21: Conflicts of interest

Art. 22: Monitoring

Art. 23: Insurances

Art 24: Guarantees

Art 26: Confidentiality and data protection

Art 29: Code of ethics

Art 30: Technical and Tax Representation in non-EU countries

Art 31: Court of jurisdiction

29-11-2013

Stamp and signature of the legal representative

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