

Subject: Global Infrastructures and Networks Material Contract Framework Guideline

Application Areas

Perimeter: *Global*

Staff Function: -

Service Function: -

Business Line: *Infrastructure and Networks*

CONTENTS

1.	DOCUMENT AIMS AND APPLICATION AREA	3
2.	DOCUMENT VERSION MANAGEMENT	3
3.	UNITS IN CHARGE OF THE DOCUMENT	3
4.	REFERENCES	3
5.	ORGANIZATIONAL PROCESS POSITION IN THE PROCESS TAXONOMY	4
6.	DEFINITIONS AND ACRONYMS	4
7.	CONTRACTUAL FRAMEWORK.....	5
7.1	ASSUMPTION.....	5
7.2	SCOPE OF THE CONTRACT.....	6
7.3	LANGUAGE.....	6
7.4	COMMUNICATIONS.....	7
7.5	ECONOMIC CONDITIONS	7
7.5.1.	<i>Price</i>	7
7.5.2.	<i>Option</i>	7
7.5.3.	<i>Supply details</i>	7
7.5.4.	<i>Invoicing</i>	8
7.6	REPRESENTATIVE	8
7.7	TECHNICAL CONFORMITY ASSESSMENT (TCA)	9
7.8	CONTRACT MANAGEMENT AND DELIVERY CONDITIONS	10
7.8.1.	<i>Taking charge of contract</i>	10
7.8.2.	<i>Material Quote Assignment (M-6 AT; M-3 MT/BT)</i>	10
7.8.3.	<i>Purchase Order issue (M-1)</i>	10
7.8.4.	<i>Material Delivery Tracking</i>	11
7.8.5.	<i>Material contract guarantee activations</i>	11
7.8.6.	<i>Penalties management</i>	12
7.8.6.1.	<i>TCA process penalty</i>	12
7.8.6.2.	<i>Material delivery delay and packaging no-compliance penalty</i>	13
7.8.6.3.	<i>Technical offer no-compliance penalty</i>	13
7.8.7.	<i>Closing contract management</i>	13
7.9	MATERIAL QUALITY	13
7.10	SUPPLIER'S RESPONSIBILITIES	14
7.11	INTEGRITY REQUIREMENTS	14
7.12	FINANCIAL GUARANTEE	14
7.13	SUBCONTRACTING.....	15
7.14	FORMALISATION	15
8.	RELATED ORGANIZATIONAL DOCUMENTS TO BE IMPLEMENTED AT COUNTRY LEVEL	15



Policy no. 264

Version no.01 dated 19/09/2017

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THE HEAD OF GLOBAL INFRASTRUCTURE AND NETWORKS
LIVIO GALLO

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Business Line: *Infrastructure and Networks*

1. DOCUMENT AIMS AND APPLICATION AREA

This policy aims at defining the material contractual framework minimum requirements that all the Global Infrastructure and Networks companies shall have available in the material contract management.

This Policy shall be implemented and applied to the extent possible within the Global Infrastructure & Networks Business Line and in compliance with any applicable laws, regulations and governance rules, including any stock exchange and unbundling-relevant provisions, which in any case prevail over the provisions contained in this document.

2. DOCUMENT VERSION MANAGEMENT

Version	Data	Main changes description
01	19/09/2017	Issuing of "Global Infrastructures and Networks Material Contract Framework Guideline"

3. UNITS IN CHARGE OF THE DOCUMENT

Responsible for drawing up the document:

Global Infrastructure and Networks: Network Development

Responsible for authorizing the document:

Global Infrastructure and Networks: Head of Human Resources and Organization unit

Global Infrastructure and Networks: Head of Health, Safety, Environment, Quality unit

4. REFERENCES

- Enel Group Code of Ethics;
- Zero Corruption Tolerance (TZC) Plan;
- Organization and management model as per Legislative Decree no. 231/2001 or equivalent documents adopted in the Countries;
- Enel Global Compliance Program (EGCP)
- Enel Human Rights Policy;
- Global Infrastructure and Networks RACI Handbook;
- ENEL GROUP GENERAL CONTRACT CONDITIONS and their attachments;
- Policy no. 80 "Global Infrastructure and Networks ordinary and extraordinary contract management guidelines";
- Policy no. 156 " Tender";
- Policy no. 158 "Purchase Request Management";
- Technical Conformity Assessment - GCSG002;
- Policy no. 38 "Global Infrastructure and Networks Components and Materials";

Subject: Global Infrastructures and Networks Material Contract Framework Guideline

Application Areas

 Perimeter: *Global*

Staff Function: -

Service Function: -

 Business Line: *Infrastructure and Networks*

- Materials packaging guideline DM-2016-003;
- Quality Specification for Electronic Assemblies;
- Materials Category for each Merchandise Group DM-2016-004-ING;
- Policy no. 232 “Warranties activation criteria for materials failures”;
- Contractual Requirements for Components and Materials Quality management - DM-2016-001;
- Organizational Procedure n. 209 “Check of Integrity Requirements”.

5. ORGANIZATIONAL PROCESS POSITION IN THE PROCESS TAXONOMY

Value Chain/Process Area: Networks management

Macro Process: Material management

6. DEFINITIONS AND ACRONYMS

Acronym and Key words	Description
Contract	A written agreement with any Company detailing terms and conditions for the supply of goods works or services.
Change Order	Contract amendment in terms of the duration, amount, prices, and activities not included in the original contract
Contract Amendment	Any modification of a contract in force.
Supplier	Any individual or company, or a public entity, or a group of such persons and/or entities providing products and equipment
Direct Awarding	A contract awarded to a predefined Supplier without a prior tender process
GI&N	Global Infrastructure & Networks (Business Line)
LND	Local Network Development Department
Global Material	Material Merchandise Group purchased at global level (global tender)
Local Material	Material Merchandise Group purchased at local level (local tender)
Option	Contract clause condition (that could affect e.g. contract duration, amount) already foreseen in the contract that could be applied during the contract life time
BL	Business Line: Global Thermal Generation/Global Renewable Energies/Global Infrastructure & Networks/Global Trading and Upstream Gas/Global Service Function/Holding Function/ unit of the Enel Group
Purchase Order	Document sent to the supplier indicating materials quantity according to the price defined in the relevant contract
Total Contract Duration	It is calculated as the total contract duration, since its beginning of validity, until the final date defined in the contract
TCA	Technical Conformity Assessment
FAT	Factory Acceptance Tests

Subject: Global Infrastructures and Networks Material Contract Framework Guideline**Application Areas**Perimeter: *Global*

Staff Function: -

Service Function: -

Business Line: *Infrastructure and Networks*

7. CONTRACTUAL FRAMEWORK

This Material Contract Framework Guidelines describe the minimum standard that all the material contracts in all the countries where Enel Infrastructure & Network operates shall have available.

Main features of this policy are:

- standardization of contractual structure;
- standardization of Supplier relationship;
- identification of main contract terms and conditions to regulate the contractual relationship between companies of the ENEL Group and their Suppliers regarding the materials acquisition;
- standardization of minimum contract clauses in all the Countries where Enel Global Infrastructures and Networks operates.

The contractual framework shall contain, at minimum, the following sections.

7.1 ASSUMPTION

This section shall contain the following general information:

Enel data:

- business unit/Enel Group Company,
- headquarter,
- registered office,
- tax and vat number,
- etc.

Supplier data:

- company name,
- headquarter
- registered office,
- tax and vat number;
- production plant;
- factory acceptance test plant;
- etc.

Contract data:

- contract number (generated by the system in use, e.g. SAP),
- contract amount: sum of base amount plus tolerance plus option,
- tender identification code,

Subject: Global Infrastructures and Networks Material Contract Framework Guideline

Application Areas

 Perimeter: *Global*

Staff Function: -

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 Business Line: *Infrastructure and Networks*

- scope of the contract,
- payment terms,
- incoterms conditions (international commercial terms 2010, published by the International Chamber of Commerce (ICC)),
- delivery point,
- final destination (if different from the delivery place),
- starting and ending contract date

Definitions: that, among others, are used in the agreement (unless defined elsewhere);

Material Contract : an inseparable combination of contractual documents which, in combination with the agreement, regulate, in writing, the obligations of the Parties and the acquisition of materials, such as but not limited to:

- Technical Specification (with revision info, if any) for material to be supplied;
- Technical Conformity Assessment - GCSG002;
- Contractual Requirements for Components and Materials Quality Management;
- Materials packaging guideline DM-2016-003;
- Quality Specification for Electronic Assemblies;
- Materials Category for each Merchandise Group DM-2016-004-ING;
- Formula TCA details.

Interpretation and Hierarchy: to determine, in the case of conflict or incompatibility among the Contract documents, the order of priority and precedence; and to indicate, without prejudice to the clause “Applicable Law”, how to resolve the situation should any doubts and/or conflicts arise concerning the Interpretation of Contract or the waiver of a right by a Party.

7.2 SCOPE OF THE CONTRACT

This document section shall indicate the type of supplies in terms of material code and quantity, with the relevant delivery date.

7.3 LANGUAGE

This document section shall indicate the original version and language of all the contractual documents (unless defined elsewhere).

Subject: Global Infrastructures and Networks Material Contract Framework Guideline

Application Areas

 Perimeter: *Global*

Staff Function: -

Service Function: -

 Business Line: *Infrastructure and Networks*

7.4 COMMUNICATIONS

Communications between the Parties shall be in writing, at the location or address and in the manner stated in this clause of the Contract.

The following information shall be indicated: contractor administrative and fiscal data as company name, registered office, administrative office address, vat and tax code, telephone, fax and e-mail of the Sales Manager and of the contact person responsible for the Technical Conformity Assessment.

The Parties undertake to promptly report any changes.

The Parties could reserve the right to use electronic procedures for the exchange of documents relating to the Contract.

Unless expressly stated in the Contract, electronic means of communication may be used, provided that they allow the tracking of communications.

7.5 ECONOMIC CONDITIONS

7.5.1. Price

This clause shall indicate the contractual amount structure that shall be the sum of the following three amount elements:

- Base: contract amount expressed in the applicable currency (local or foreign);
- Tolerance: percentage of contract base amount (generally $\pm 20\%$);
- Option: percentage of contract base amount plus the tolerance (generally 50%)

The maximum contractual amount (base plus tolerance) shall not be intended as binding for Enel as well as the single code material quantity.

In any case, should the minimum guaranteed consumption not be reached (typically 50% of the contractual base amount), Supplier shall be entitled to a compensation (generally 10% of the difference between the 50% of the base amount and the amount actually achieved), for loss of earnings and at full, final settlement of all further whatever claims.

7.5.2. Option

This document section shall contain the options details that could be economical or time-related.

In case of activation of the option, LND shall submit a Purchase Request to the relevant Global Procurement unit. Otherwise for the tolerance is not necessary any PR and should be activated directly by LND without any PR.

7.5.3. Supply details

This document section shall contain the list of the materials object of the Contract, specifying the part number, the contractual quantity (not binding) and the relevant price for each one.

Subject: Global Infrastructures and Networks Material Contract Framework Guideline

Application Areas

Perimeter: *Global*

Staff Function: -

Service Function: -

Business Line: *Infrastructure and Networks*

Pos.	Description	Code	Quantity	Price per unit
10				
20				
...				

The price shall be the one agreed upon by the Parties. It shall include everything necessary for the exact execution of the contractual services, and everything that has to be provided or performed by the Supplier according to the applicable Incoterms, all costs or charges as may be necessary, without prejudice to the items that have been expressly excluded and the taxes imposed by applicable legislation.

In this section shall be described the main delivery conditions and all the particular conditions. Furthermore, this section shall include the price review formula, terms and conditions.

7.5.4. Invoicing

This section shall contain the invoicing and payments terms and conditions.

The invoice shall be deemed valid and ENEL shall accept it only if it contains all the information required by the Purchase Contract and by applicable regulations and if the activities inherent to the subject matter of the Contract have been correctly performed/completed.

Invoices without the relevant Contract number shall not be accepted and shall not be taken into account for the calculation of the date of receipt.

Except as otherwise stipulated in art. 7.4. "Payment Conditions" and art. 7.3. "Invoicing" of the General Conditions – General Part, except letter "B", point 7.3.2. of the same article, all payments must be invoiced by the Contractor, following the modality and terms established in the Purchase Contract and in compliance with the applicable Country Annex.

Although the Contract specifies that payment may be issued in various currencies, all single invoices shall be expressed in one currency only.

7.6 REPRESENTATIVE

This document section shall indicate the Enel representatives and relevant contact details.

The representatives are the units responsible for interacting with the Supplier in relation to one or more of the rights and obligations under the Contract (including, but not limited to the management of: contact (ordinary and extraordinary), purchase orders, vendor rating, operations, TCA, FAT, penalties, etc).

Materials contracts management are under the responsibility of Local Network Development (LND).

Subject: Global Infrastructures and Networks Material Contract Framework Guideline

Application Areas

Perimeter: *Global*

Staff Function: -

Service Function: -

Business Line: *Infrastructure and Networks*

7.7 TECHNICAL CONFORMITY ASSESSMENT (TCA)

Scope of this section is to describe the management of technical conformity assessments of components and equipment to be supplied (directly or indirectly) to all Enel Global Infrastructure and Networks Countries as prescribed in the “Technical Conformity Assessment GSCG002” (TCA) specification that shall be attached to the material contract.

The Supplier shall send a request to the technical department to start the TCA providing the time schedule to obtain it in accordance with the term formalized in the offer.

According to the functional approach stated in Annex 1 of ISO/IEC 17000, the following TCA systems type are defined, depending on the performer of the various functions (second party or third party).

The Contract states which system shall be followed.

TCA system type		Selection	Determination	Review	Attestation	Surveillance
S	S1	Second-party	Second-party	Second-party	Second-party	Third-party
	S2					Second-party
	S3					None
T	T1	Third-party	Third-party	Third-party	Second-party	Third-party
	T2					Second-party
	T3					None

All the costs related to the TCA shall be for Supplier’s account.

Flat-rate fees are applied for second-party TCA processes (S1-S2-S3) to cover technical department costs.

The amounts of flat-rate fees for TCA or the formula to calculate them shall be included in this contractual documentation section as per “Formula TCA details” document.

The TCA process includes three milestones: TCA request, Prototype visual inspection and TCA Final conformity attestation. This section shall indicate the deadlines to receive the technical department approval for these milestones, therefore including the “standard” ENEL time for the examination and approval, that shall be indicated in the contract, depending on the components family. The ENEL time are attributable to ENEL only in case of positive result of the phase: in case of negative result, the Supplier shall repeat the phase and the time of the negative phase is completely attributable to the Supplier.

In any case, whichever delay respect to the Technical Conformity Assessment process milestones, defined in the contract, not be attributable to ENEL or due to a force majeure, should occur, ENEL reserves the right to terminate the contract or reduce the contract materials quantity assigned.

Is not possible to perform any FAT or to the deliver materials without having obtained the TCA final conformity attestation.

Subject: Global Infrastructures and Networks Material Contract Framework Guideline
Application Areas

 Perimeter: *Global*

Staff Function: -

Service Function: -

 Business Line: *Infrastructure and Networks*

7.8 CONTRACT MANAGEMENT AND DELIVERY CONDITIONS

In this section shall be indicated how to manage the following macro phases of the ordinary contract management process and how to schedule the material delivery.

7.8.1. Taking charge of contract

Following the global tender process awarding, Global Procurement shall communicate to Global/Local Network Development the awarding letter and contract number for each Country.

LND takes in charge the new Material Contract, including the relevant annexes, from Global Procurement.

Before starting the supply process the LND verifies the correctness of the main terms and conditions of the contract uploaded on the "IT System" (e.g. items ID, prices, delivery dates, quantity, etc).

7.8.2. Material Quote Assignment (M-6 AT; M-3 MT/BT)

In this section shall be indicated the notice that LND shall follow to define the "Material Quote Assignment".

Generally, to give to Supplier enough time to arrange the material production, the Material Quote Assignment, according to the Contract conditions, is as follows:

- HV equipment: 6 months before the requested delivery date (M-6)
- MV-LV equipment: 3 months before the requested delivery date (M-3)

LND shall consider the Supplier "Pro-Quota" awarded quantity to define the Material Quote Assignment with the aim to guarantee the stock availability for all the Local Operations Units.

$$\text{Material Quote Assignment}^* = \text{Gross need} - \text{available stock} - \text{PO} + \text{Target Stock}$$

- Gross need: sum of the following data collected by Local Operations Unit:
 - New forecast material needs (statistic needs updated)
 - Specific material needs not included in the statistics (i.e.: special pole, towers, etc)
 - Other material needs related to special projects.
- Available stock: material available in the logistic network (first or second level warehouse)
- PO: material not available in the logistic network but already committed through Purchasing Orders
- Target Stock: target stock level defined for the material code.

7.8.3. Purchase Order issue (M-1)

In this section shall be indicated the Purchasing Order refer to the contract management process.

Subject: Global Infrastructures and Networks Material Contract Framework Guideline

Application Areas

 Perimeter: *Global*

Staff Function: -

Service Function: -

 Business Line: *Infrastructure and Networks*

The Purchase Order (material contract activation) shall be issued by LND for material dispatched to first/second logistic network level (platform/ contractor or Enel), providing to Supplier the complete delivery information (i.e. warehouse address, contact person).

The quantity scheduled in the Material Quote Assignment can be confirmed or adjusted, in accordance with the contract conditions.

In case of material delivered directly to work site, LND shall issue the Purchase Order only after having received from Local Operations Unit the information about the material type and quantity, work site address, contact person, in accordance with the contract conditions.

LND is in charge to inform the Local Operations unit of any possibility delivery delay.

7.8.4. Material Delivery Tracking

This section shall define the delivery conditions.

The material shall be delivered by the Supplier to the delivery place advised by LND, according to the applicable Incoterms.

Before delivering the material, the Supplier shall send to LND the following documents (at least 3 working days before delivery date):

- a “delivery advice” in order to schedule the delivery date, subject to approval from LND
- a logistic file with information related to each delivered material (If requested)
- the Quality Approval as per point 7.9
- Other documents such as, but not limited, invoice, packing list, bill of lading, etc.

The Supplier shall schedule the delivery and prepare the relevant documentation.

When the material arrives at delivery place, Local Operations unit/Supplier/Logistic Operator shall check:

- Transport Document (quantity and material type)
- Presence of the Purchase Order in the “IT System”
- Quality Approval
- Material integrity (visually). The material shall be rejected in case of failure of this check.
- Any other applicable document in accordance with the Country legislation.

7.8.5. Material contract guarantee activations

This section shall indicate contractual guarantees applicable in case of material damages, defects and faults. For the materials in the scope of the supply, the Supplier shall guarantee a warrant period in accordance with the type of material and the agreement with the technical unit in case of material anomalies/defects and/or in case of packaging no-compliance.

Subject: Global Infrastructures and Networks Material Contract Framework Guideline

Application Areas

 Perimeter: *Global*

Staff Function: -

Service Function: -

 Business Line: *Infrastructure and Networks*

Enel shall inform the Supplier of any material anomalies/defects. The Supplier shall receive all the information necessary to identify the supply, to understand the identified defect/anomaly and to schedule the required intervention.

The Supplier shall take charge of repairing and/or substituting the material included in the supply whenever deemed necessary.

Any eventual Supplier's extra costs shall be evaluated by relevant ENEL unit, which shall authorize the relevant payment whenever identified as due.

7.8.6. Penalties management

This section shall indicate the penalties criteria and management.

LND shall define the penalties applicability. For each of no-conformity item LND shall indicate, in this section, the cost, according to the contractual conditions and subject to internal approval.

ENEL reserves the right to terminate the contract in case of total penalties amount exceeding 15% of the total contractual amount or to reduce the contract materials quantity consistently with the delivery scheduling foreseen in section 7.8.4 "Material Delivery Tracking".

The penalty shall be applied in case of no-compliance to contract conditions, and could be:

7.8.6.1. TCA process penalty

Without prejudice to section 7.7 "TECHNICAL CONFORMITY ASSESSMENT (TCA)", in the following cases, penalties may be applied:

- negative inspections results (fixed amount);
- unavailability of Supplier's facilities (e.g. unavailable test room, or test sample) (fixed amount);
- notification times lower than the minimum as per clause 7.3 of the TCA specification (fixed amount);
- any delay respect to the Technical Conformity Assessment process conclusion (last milestone), defined in the contract, not be attributable to ENEL or due to a force majeure, should occur. In this case, shall be applied the following penalties (up to maximum 10% of the base contractual amount):
 - 0.3% for each week of delay up to the fourth week;
 - 0.6% starting from the fifth week from the due date.

Any eventual extra cost is included in the contractual documentation in this section

Subject: Global Infrastructures and Networks Material Contract Framework Guideline**Application Areas**Perimeter: *Global*

Staff Function: -

Service Function: -

Business Line: *Infrastructure and Networks*

7.8.6.2. Material delivery delay and packaging no-compliance penalty

Whichever delay should occur respect to the delivery scheduling, defined in the contract, not be attributable to ENEL or due to a force majeure, including, but not limited to the unavailability of the materials due to:

- defects/anomalies imputable to the Supplier;
- material packaging no-compliance;
- transportation not consistent with the contractual requirements;

ENEL reserves the right to apply the following penalties (up to maximum 10% of the base contractual amount):

- 1.5% for each week of delay up to the fourth week;
- 4.0% starting from the fifth week from the due date.

The Supplier's performance, in terms of applied penalties linked to this section; contribute to the Vendor Rating Index.

7.8.6.3. Technical offer no-compliance penalty

Whenever during a contract check, inconsistency should occur respect to the technical offer, without prejudice to the ENEL right to terminate the contract and/or to apply a price review; the following penalty shall be applied:(the penalty amount shall be defined in this section).

7.8.7. Closing contract management

This section indicate the closing contract management activities in charge of LND.

Once the purchase order material delivery has been completely executed and accounted, and the clearance of the pending payments have been done, the Contract can be considered closed and any guarantee amount deposit can be released.

7.9 MATERIAL QUALITY

In this section shall be indicated:

- the Supplier factory/ies where the materials will be produced and tested,
- the qualified Merchandise Groups for each Supplier factory;
- the CMQ Material Category;
- the quality control activities (the "Quality Control Activities") that Enel reserves the right to perform during the material production, in compliance with the "Contractual Requirements for Components and Materials Quality management_DM-2016-001, to verify the quality of the Suppliers' production

Subject: Global Infrastructures and Networks Material Contract Framework Guideline**Application Areas**Perimeter: *Global*

Staff Function: -

Service Function: -

Business Line: *Infrastructure and Networks*

processes and supplies, included, but not limited to: Factory Acceptance Test (FAT), Off line Test (OLT), Audit.

Moreover, in this section shall be specified that along the Contract duration, HSE&Q unit reserve the right to inspect at any stage of the manufacturing process and in case of Quality Control Activity with negative outcome, the delivery could not be executed and the relevant corrective actions shall be required. Otherwise, in case of Quality Control Activity with positive outcome, the relevant Enel unit shall communicate to the Supplier the formal quality approval (the "Quality Approval").

The material contract quality prescriptions shall include also that the Quality Approval shall be included in the material transportation documents and without it the material could not be accepted in the logistic platform and/or to any other delivery point.

Material anomalies/defects together with warranties management will be monitored by ENEL in order to systematically update Supplier Quality index.

7.10 SUPPLIER'S RESPONSIBILITIES

In this section shall be included all the Supplier responsibilities.

The Supplier, under its sole responsibility, shall comply with the law and all regulations and rules required by the relevant Authorities in relation to the Contract.

The Supplier shall be liable for the proper fulfilment of its legal and fiscal obligations, as well as its contractual responsibilities to its suppliers and subcontractors.

If the Supplier is composed of a combination of two or more entities, each of them is jointly and severally obliged to comply with the requirements of the Contract and the performance of the Contract in accordance with applicable legislation.

7.11 INTEGRITY REQUIREMENTS

In this section shall be indicated the relevant Annex (A.2, B.2, C.2) of the Organizational Procedure n. 209 Version no. 1 dated 26/10/2016 "Check of Integrity Requirements", depending on the Country.

7.12 FINANCIAL GUARANTEE

In this section shall be indicated that the Supplier shall be obliged to provide a financial guarantee in favor of Enel as indicated in the Contract, as a guarantee for the obligations arising from the Contract.

The existence of a guarantee does not mean that the Supplier's liability is limited to the amount or period of validity thereof. If the total value of the Contract were to increase during its execution, Enel may ask the Supplier to provide a complementary financial guarantee with the same conditions indicated in the preceding sub-clauses. The costs of the financial guarantee shall be borne by Supplier.

Subject: Global Infrastructures and Networks Material Contract Framework Guideline**Application Areas**Perimeter: *Global*

Staff Function: -

Service Function: -

Business Line: *Infrastructure and Networks*

7.13 SUBCONTRACTING

In this section shall be indicated all the Supplier's obligations concerning subcontracting activities.

Supplier must check that subcontractors meet the Health & Safety requirements requested by the national regulations and by Enel.

The Supplier shall also keep the relative subcontractor documentation for the entire contract duration, in order to allow Enel to carry out checks or send such documentation to Enel, where required by law.

7.14 FORMALISATION

This document section shall provide the management for the Contract formalization (e.g. Contract acceptance, any other Supplier document needed and digital signature use, if available).

8. RELATED ORGANIZATIONAL DOCUMENTS TO BE IMPLEMENTED AT COUNTRY LEVEL

This document does not require implementation of further organizational documents at Country level.