

GENERAL PURCHASE CONDITIONS

1. BACKGROUND

This document establishes the general conditions (hereinafter the "General Conditions") that shall rule the legal and commercial relationship for the acquisition of the good(s) (hereinafter the "Goods") and the associated services that may arise (hereinafter the "Services"), as specified in the Purchase Order (hereinafter the "Order") that the Engie Group company, as specified in the Order (hereinafter "Engie"), delivers to the "SUPPLIER" (as defined in the Order). Engie and the SUPPLIER may be referred to, depending on the context, individually as the "Party" or jointly as the "Parties".

Any reference to the Services shall apply only if such services associated to the Goods have been contracted.

The Order, its annexes and these General Conditions form the Contract (hereinafter collectively the "Contract").

The SUPPLIER accepts these General Conditions through its signature at the end of the document. However, in case the SUPPLIER does not sign this document and starts performing its obligations under the Contract or in case forty-eight (48) hours have elapsed from the date of the delivery of this document to the SUPPLIER, by e-mail, without the latter informing Engie of any observations or objections thereto, whichever occurs first, it shall be understood, for all purposes, that the SUPPLIER fully accepts these General Conditions, as well as the Order and its annexes.

None of the terms, conditions, exceptions or clarifications indicated by the SUPPLIER in its quotation, proposal or other documents, whether verbal or written, shall be binding unless they are expressly incorporated in writing in the Contract by Engie.

While the General Conditions are a standard document of Engie, the Parties have had every opportunity to negotiate the terms of the Contract. This is reflected in the fact that the Order, the Specifications and the other Contract documents are non-standard documents which may include any deviation to the General Conditions that the Parties deem appropriate. In this regard, the General Conditions are a fully binding document for the Parties, in the order of precedence indicated in section 2 below.

The Contract sets forth the full and complete understanding of the parties relating to the subject matter hereof as of the date of this Contract, and supersedes any and all previous agreements or representations that have not been expressly incorporated into the Contract, including any document issued on a tender or call, whether verbal or written, irrespective of whether such agreement or representation was made negligently or in good faith (expressly excluding fraudulent misrepresentation).

2. THE CONTRACT AND ITS ANNEXES

The Contract includes the following documents. In case of conflict or inconsistency, for interpretation purposes the order of precedence of the documents shall be in accordance with the following sequence:

- 1° The Order
- 2° Specifications of the Goods and Services (the "Specifications")
- 3° The General Conditions
- 4° Security, Occupational Health and Environmental Compliance Guide for Contractors and Suppliers
- 5° Economic Proposal (excluding the general contracting conditions and any other SUPPLIER's conditions, if any, which are not part of the Contract)
- 6° Any other document expressly included in the Contract by reference made in the Order, the Specifications or the General Conditions.

3. SCOPE OF THE CONTRACT

The scope of the Contract, the Goods and the Services includes all goods and services which, mentioned or not in the Contract, are necessary or convenient for the fulfillment of the purpose of the Contract, or that can be reasonably inferred from the Contract to be necessary or convenient. Additionally, the Goods and Services must comply with the legal provisions in effect at the time the services are completed, codes, standards and with the Good Industry Practices.

For purposes of the Contract, Good Industry Practices shall mean the degree of diligence, care, skill, prudence, anticipation and practical experience that reasonably and normally might be expected from a diligent, experienced, qualified and competent professional/contractor/service provider/manufacturer, with experience in manufacturing, distributing, transporting, supplying of goods and services similar in size, nature and complexity to the Goods and Services, as may be applicable, acting in accordance with the applicable laws and practices, methods, specifications, safety rules, design and execution, and acts that are usually applied by professionals/contractors/service providers/manufacturers in equivalent international services and especially in Peru.

The SUPPLIER is responsible for providing at its own cost and risk all the resources necessary for the compliance of the Contract (including, without any limitation, all the equipment, materials, tools, and personnel sufficiently

qualified), except for those obligations that are expressly indicated as Engie's responsibility.

The deadline for the delivery of the Goods and the performance of the Services shall be as specified in the Order or in the Specifications.

VARIATIONS

Engie will have the right at any time to direct changes or variations to the scope of the Contract, by written notice to the SUPPLIER. If the changes or variations directed by Engie reasonably justify an adjustment of the price, a modification of the schedule or a modification to the Contract, and if the SUPPLIER requests the respective adjustment within seven (7) calendar days after the notice by Engie, then Engie shall make the corresponding reasonable adjustment. In case the Parties fail to reach an agreement in relation to the respective adjustment, the provisions in section 19 of these General Conditions shall apply. However, in any case, Engie may direct the SUPPLIER to perform the changes or variations before the adjustment to the Contract is formalized or executed; and the SUPPLIER will be obliged to proceed accordingly. The SUPPLIER shall not perform any change or variation to the scope of the Contract without Engie's written previous consent.

4. OBLIGATIONS AND REPRESENTATIONS OF THE SUPPLIER

The SUPPLIER undertakes and/or guarantees:

- To comply with the delivery of the Goods and Services, according to the Specifications, terms, conditions and other provisions established in the Contract, as well as the Good Industry Practices. In case different standards apply, the one which is stricter in Engie's benefit shall prevail.
- It has experience and is qualified for the supply and/or provision of the Goods and Services under the Contract.
- It shall comply with legal, tax, labor, environmental, safety rules and/or all the other legal rules applicable to the Contract.
- It shall comply with Engie's rules and policies related to ethics, safety, occupational health and environment applicable to the purchase of Goods and the performance of the Services.
- It has knowledge of all relevant facts and circumstances for the fulfillment of its obligations. Under no circumstances, the SUPPLIER shall be entitled to any benefit due to the lack of information in relation to the conditions for the purchase of Goods or performance of the Services that it should have foreseen according to Good Industry Practices or could have previously found out or confirmed.
- It shall obtain all the permits, licenses or authorizations that are necessary for the delivery of Goods and/or performance of the Services in accordance with the applicable laws.
- In case Services are performed within Engie's premises, it shall comply with the Security, Occupational Health and Environmental Compliance Guide for Contractors and Suppliers, that is part of the Contract.
- The SUPPLIER shall be solely responsible for the interpretation of the documentation and information in relation to the Contract. Engie's participation in the selection of any subcontractor, designer, consultant, supplier or any other in relation to the Goods and Services, the processing of any document, information, material and/or software or any review or approval thereof, shall not relieve the SUPPLIER from its obligation to provide the Goods and/or Services in strict compliance with the Contract.
- The SUPPLIER shall keep all the information and documents related to the purchase of Goods and/or Services for a minimum period of ten (10) years, counted from the date of completion of the performance under the contractual provisions or for a longer time in case the applicable rules so require, whichever is longer. The SUPPLIER guarantees that all the files and records necessary to verify the compliance with the Contract, including without any limitation, safety, health, hygiene and environment aspects, shall always be available to Engie.
- The SUPPLIER shall deliver as part of the Goods and Services all the operation and maintenance manuals, plans, drawings, calculations, technical documentation, logic diagrams, progress reports, quality certifications, transportation documents, shipping documents, origin certifications, export authorizations, licenses and any other document required by the Contract or that may be reasonably inferred to be required, or required by the applicable laws or by the Good Industry Practices. In case Engie so requires, the SUPPLIER shall deliver any of such documents to Engie for its review and approval. The performance of the Contract shall not be considered complete until all the documentation required for such provision has been delivered.
- The SUPPLIER shall make available to Engie, at no cost: (i) all the books, records and inventories created, produced or commissioned by or on behalf of the SUPPLIER in which the Goods and/or Services are identified, and (ii) all the specifications related to the Goods and/or Services.
- The SUPPLIER guarantees that it will provide maintenance services and/or replacement parts for the Goods (including, but not limited to the associated software, if applicable) for a minimum period of fifteen (15) years counted from the acceptance of the Goods. Such

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maintenance services and/or delivery of spare parts must be able to be performed quickly and efficiently.

5. SUPERVISION AND TESTS

The SUPPLIER shall implement an appropriate and recognized quality control program to guarantee that the Goods and/or Services meet the Contract requirements and shall deliver to Engie all test certificates and other documentation which may be required by virtue of the Contract or that Engie may reasonably require. The SUPPLIER shall inform Engie, with reasonable anticipation, about all the tests to be conducted and Engie or any third party authorized by Engie shall have the right to participate in such tests.

Engie or any third party authorized by Engie shall have the right to conduct inspections or tests at any time and the SUPPLIER shall provide them with complete and free access to the respective premises of the SUPPLIER, its subcontractors or suppliers or to the place where the Services and/or Goods are provided. At the time of acceptance of the Goods and/or performance of the Services, Engie may, as it may consider it convenient, inspect them at such time or at any subsequent time. If the Contract includes the conduction of tests or inspections to the Goods and/or Services, the performance under the Contract shall not be considered complete until such tests or inspections have been passed to the total satisfaction of Engie.

Neither the approval or acceptance by Engie of any test to the Goods and/or Services, nor any inspection or test conducted by Engie, nor the non-conduction or omission thereof, shall relieve the SUPPLIER from its responsibility for complying with the Contract or imply the acceptance by Engie of the Goods and/or Services, or relieve the SUPPLIER from any other of its responsibilities, under the Contract or the applicable laws.

Neither the use or the exploitation of the Goods and Services, nor the payment by Engie, supposes the acceptance of the Goods and/or Services or a waiver to any right. It shall only be understood that there is an acceptance of the Goods and/or Services when Engie expressly indicates so in writing.

6. COMPENSATION AND TAXES

The compensation stated in the Order represents the only compensation to which the SUPPLIER is entitled to for the Goods and Services. Such price includes: the costs of delivery of the Goods and the costs of performance of the Services; all taxes (except for the Value Added Tax), duties, tariffs and similar; all costs and expenses related to the performance, including, but not limited to, travel expenses, contributions or payments to any organization, insurance premiums, and in general, any risk, cost, expense or contingency of the SUPPLIER.

Engie shall make the withholdings and deductions that correspond according to the applicable laws, which will not imply or generate a right to an increase to the agreed price.

7. PAYMENT AND BILLING

Except as otherwise specified in the Order, the SUPPLIER shall have the right to invoice or issue a receipt for the price of the Goods and Services only when they have been fully accepted without observations by Engie, pursuant to the Contract.

The SUPPLIER has no right to compensate any of the amounts that it may owe to Engie against claims that it may have against Engie unless such claims have been accepted expressly and in writing by Engie or have been resolved totally and finally in favor of the SUPPLIER, pursuant to the provisions of the Section related to Dispute Resolution of this General Conditions.

If applicable, the supplies and/or materials that could have been provided or leased by Engie, for use by the SUPPLIER, shall be invoiced by Engie and paid by the SUPPLIER prior to the payment of each invoice of the SUPPLIER or compensated by Engie against the amounts that it owes to the SUPPLIER.

The SUPPLIER must pay all its taxes, fees, rights, and contributions that correspond in accordance with law in relation to the Contract.

The payment of invoices shall be made within the next forty-five (45) calendar days, or the term set out in the Order, after the date of receipt of the invoice, to the total satisfaction of Engie (that is, without mistakes or observations by Engie). No invoice, which does not include the original and/or copy of the Contract (including all its annexes) and of the document which proves receipt of the Goods ("Guía de Remisión"), shall be processed.

If Engie is delayed in the payment of any amount due and payable to the SUPPLIER, as only compensation, the SUPPLIER may have the right to charge compensatory interests on the unpaid amount from the expiration date of the respective invoice to the date of payment, applying for such purposes the effective legal interest rate established by the Central Reserve Bank (BCR, in Spanish) published by the Superintendency of Banking and Insurance (SBS, in Spanish) for transactions not associated with the Financial System, applicable at the expiration date of the invoice, or the three (3) months LIBOR rate, applicable at the expiration date of the respective invoice, whichever is lesser.

In case the SUPPLIER is an Electronic Issuer designated by the National Superintendency of Tax Administration (SUNAT, in Spanish), in accordance with the tax laws and regulations in force, the SUPPLIER shall

issue its electronic payment receipts (Electronic Invoices, Electronic Credit Notes, Electronic Debit Notes or Electronic Receipts for Professional Fees), except if it falls within any of the exceptions established in applicable laws and regulations, through the corresponding electronic system according to the laws and regulations in force. For that purpose, the SUPPLIER shall consider the following:

- i. For commercial purposes, Engie shall only accept and process the payment of the electronic payment receipts which have been previously validated by SUNAT, in accordance with the terms or procedures established in the laws and regulations in force.
- ii. Engie shall consider, as the date of receipt of electronic payment receipts, the day on which such electronic payment receipts, in pdf format and their respective xml files, are received at the following e-mail address: facturacion.electronica@pe.engie.com (Attention: Invoicing Assistant, Telephone Number: (511) 6167922). The SUPPLIER is responsible for guaranteeing the appropriate delivery of electronic payment receipts at the specified e-mail address.
- iii. The schedule for the receipt of electronic payment receipts shall be from Monday to Thursday (except for holidays and/or non-business days declared by the State), from 9:00 hours to 13:00 hours. Those electronic payment receipts which are received after 13:00 hours on Monday, Tuesday, Wednesday and Thursday shall be considered as received on the immediately following business day. Those electronic payment receipts received on Friday, Saturday, Sunday or holidays shall be considered as received on the next first business day.

If the SUPPLIER is designated by SUNAT as the Electronic Issuer, during the effective term of this Contract, it shall adapt to the provisions established in this section immediately. Otherwise, Engie shall not proceed with payment, under the SUPPLIER's responsibility.

8. INSURANCE AND PERFORMANCE BONDS

The SUPPLIER shall contract and maintain adequate insurance coverage as required by applicable laws, the Contract and Good Industry Practices, in terms acceptable to Engie during the term of the Contract. The SUPPLIER shall deliver to Engie copy of the respective insurance policies, within two (2) business days after the execution of the Contract. The SUPPLIER will be responsible for the payment of all deductibles and amounts corresponding to its insurance.

Except otherwise indicated in the Order or Specifications, the SUPPLIER must assure the Goods are covered by insurance at its own cost and risk until delivery to Engie. Such insurance must comply with the coverage required by the Contract or with the coverage that is usual in accordance with Good Industry Practice, including, but not limited to, loss, theft and damage.

In case the parties have agreed that the SUPPLIER shall furnish any of the following documents to Engie: (i) Performance Bond and/or Advance Payment Bond and/or (ii) any other financial guarantee (guarantee letter) to ensure compliance of contractual obligations, such documents shall comply with the following:

- Unless otherwise agreed to, the amount of the Performance Bond shall be equal to ten percent (10%) of the full amount of the Order, including Peruvian Value Added Tax (Impuesto General a las Ventas or VAT), and the amount of the Advance Payment Bond shall be equal to hundred percent (100%) of the advanced payment amount granted to the SUPPLIER, including VAT.
- They shall be delivered, as a maximum, within ten (10) business days after issuance of the Order or within the term established by it.
- The Performance Bond shall be maintained in full force and effect until thirty (30) calendar days after the delivery of the Goods or the completion of the Services.
- Unless otherwise agreed to in the Order or in the Specifications the Advance Payment Bond shall be maintained in full force and effect until thirty (30) calendar days after the acceptance of the Goods or Services.
- The bonds shall be joint, irrevocable, without benefit of excussion, unconditional, automatically enforceable and issued by a first-class financial institution, to Engie's satisfaction. No guarantee insurance policies shall be accepted.
- The Advance Payment bond ensures the correct use of the advance payment, while the Performance Bond ensures compliance with all obligations under the Contract by the SUPPLIER.
- The bonds mentioned above shall be subject to Engie's acceptance.
- The costs of obtaining and renewing the bonds shall be exclusively borne by the SUPPLIER.
- The breach by the SUPPLIER of the obligations related to the bonds mentioned above is a material breach that entitles Engie to terminate the Contract.

9. WARRANTY

The SUPPLIER guarantees Engie that (i) the Goods shall be manufactured and delivered and that the Services will be provided according to the Contract, the Good Industry Practices and the applicable laws at the time of acceptance of the Goods by Engie; (ii) the Goods have been manufactured and the Services have been provided safely and by qualified professionals; (iii) Goods shall be new; (iv) the Goods and Services will be suitable for the ordinary use attributed to similar goods and services; (v)

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the Goods and Services will be suitable for any special purpose expressly or tacitly made known to the SUPPLIER or that should have been inferred by the SUPPLIER; (vi) the Services will have the characteristics of the samples or models which the SUPPLIER has submitted to Engie or which the parties may have considered; (vii) the Goods are wrapped or packaged in the usual manner for such Goods or, if there is no such manner, in a manner adequate to preserve and protect them since their packaging until delivery and storage; (viii) the Goods and Services will be free of any defect, deficiency, imperfection or flaw of any kind, and that (ix) the Goods shall be free of burdens and liens, and the property shall be transferred completely and without restrictions to Engie. The SUPPLIER guarantees that, as part of this Contract, the SUPPLIER transfers to Engie the intellectual property rights required, so that Engie makes full use of the Goods and/or Services, including those related to any associated software. Except as otherwise established in the Order, the warranty period for any defect (obligation to remedy defects and its consequences) shall be twenty-four (24) months, counted from the acceptance of the Goods and Services by Engie, except if the Contract includes civil works, in which case the warranty period for any defect shall be sixty (60) months, counted from the acceptance of such civil works. The Goods replaced or repaired and the Services performed under this warranty shall be subject to a new warranty period.

If, during the warranty period, part the Goods and/or Services is identified as defective or that does not comply with the Contract or causes damages, the SUPPLIER shall remedy the defective and non-compliant Goods and/or Services, and/or damages at its own expense, cost and risk.

If the SUPPLIER fails to comply with remedying the defect, non-compliance or damages with due diligence and within the time established by Engie (or in case it has not been established, within a reasonable period after Engie's requirement), or if the circumstances reasonably justify it, Engie shall have the right to remedy the defects, non-compliance or damages by itself or through a third party at the expense, cost and risk of the SUPPLIER. In case the defect, non-compliance or damage is of such dimension that the Goods and/or Services cannot be used for the purpose for which they were intended to be used or, such use is significantly affected, or in case of a recurrent defect, non-compliance or damage, Engie may reject the Goods and/or Services, and require the reimbursement of any sum paid, plus interests. The remedies mentioned in this section do not exclude other rights and remedies which may be available to Engie, including the right to terminate the Contract.

Engie may notify the SUPPLIER of the defects, non-compliances or damages identified during the warranty period, up to thirty (30) calendar days after the expiration of the warranty period. Any claim or remedies related to defects, non-compliances or damages notified as established in this paragraph may be enforced by Engie during a period of five (5) years counted from the date in which Engie notified the defect, non-compliance or damage.

The Parties agree that, as may be applicable, the SUPPLIER shall be responsible for its negligent actions before Engie, for which the Parties expressly agree against the provisions set forth in Article 1762 of the Civil Code.

10. ADEQUACY AND ACCEPANTECE OF THE SERVICE

The Goods and Services under the Contract will be subject to verification and acceptance by Engie. Acceptance will only occur when it is confirmed in writing. Neither payment nor Engie's use of the Goods or Services may be considered as an acceptance of them.

11. INTELLECTUAL AND INDUSTRIAL PROPERTY

Every material, component, tool, design, equipment, consumable and any other good or supply, which may belong to Engie or which is provided by Engie or by third parties on behalf of Engie, which is made available to or to the care of the SUPPLIER for any purpose, shall be marked and registered by the SUPPLIER as the property of Engie and, during the period that the SUPPLIER may have it under its possession, it shall be under its responsibility. The SUPPLIER shall not use any of such goods for its own or third party benefit without the written consent of Engie. In case Engie so requires, including the cases of termination of the Contract, the SUPPLIER shall return them to Engie or allow Engie to enter its premises or the premises of its subcontractors or suppliers to take possession of such goods or any part thereof.

The designs, drawings, specifications, instructions, manuals and other documents created, produced or commissioned by Engie and delivered to the SUPPLIER for the performance of the Contract (collectively, the "Documents of Engie"), as well as the copyright on them and all the other intellectual property rights related thereto, are and shall be the property of Engie.

The Documents of Engie shall not be used by the SUPPLIER for purposes different than the performance under the Contract without the prior written authorization of Engie. The designs, drawings, specifications, instructions, manuals and other documents created, produced or commissioned by or on behalf of the SUPPLIER in relation to the Contract (collectively, the "Documents of the Service"), as well as the copyright on them, and all intellectual property rights related thereto, shall be the property of Engie.

The SUPPLIER agrees not to use in any manner the corporate name or company name, trademarks, or other industrial or intellectual property elements of Engie or its related companies.

The SUPPLIER shall, at all times, hold Engie free of responsibility and indemnify Engie from all actions, claims, lawsuits, costs, charges and expenses incurred (including lawyers' fees) or derived from the infringement or alleged infringement of patents, registered designs, industrial and intellectual property, trademark or trade name or any other similar right protected in Peru or elsewhere for the use or possession of whichever materials, supplies, software or others.

Notwithstanding the foregoing, if the use or possession of any good, piece of material, equipment or software or other, or their use constitutes an infringement, as described in the section above, and their use was prohibited or affected, the SUPPLIER shall, at its own expense, cost and risk and after consulting it with Engie, either procure Engie the right to continue to use or continue to possess the good, piece of material, equipment or software or other, or replace it with a good, piece of material, equipment or software or other, of equivalent or better quality, which does not infringe any right, or modify it in such a way that it does not infringe such rights.

12. CONFIDENTIALITY

All the information related to Engie and its operations to which the SUPPLIER has had access to in connection with the Contract (hereinafter the "Confidential Information") shall continue to be the exclusive property of Engie and shall be deemed confidential. The Confidential Information includes but is not limited to all documents and all other information (whether it is in written form, oral, digital or any other type) that has been furnished or to which it has had access to under or in connection to the Contract.

The SUPPLIER shall guarantee that itself and its workers, subcontractors, suppliers, advisors and representatives, and each one of its respective successors and beneficiaries, keep the confidentiality of the Contract and the Confidential Information. The SUPPLIER shall not publish it, or reveal it in any manner, or use the Confidential Information for its own purposes, except for fulfilling the obligations specified in the Contract.

The provisions set forth in this section shall not apply to: (a) the information which is public and which is obtained other than through the breach of this confidentiality obligation; (b) the information which the SUPPLIER possesses, prior to the execution of this Contract, provided that it has been obtained from Engie or third parties without a confidentiality obligation and which is not related to the Contract.

The SUPPLIER shall return or destroy, as required by Engie, all the Confidential Information that it might have at the time of completing performance under the Contract.

The obligations established in this section shall remain in force for a period of twenty (20) years after the termination of the effective term of this Contract.

13. ASSIGNMENT AND SUBCONTRACTING

As of the entering into force of the Contract, the SUPPLIER authorizes Engie to freely assign, in whole or in part, the Contract or the rights derived from it for which the SUPPLIER grants its prior authorization. The SUPPLIER shall not assign this Contract, either in whole or in part without the prior written authorization of Engie.

The SUPPLIER may subcontract, provided that it has the prior written approval of Engie, which shall not exempt the SUPPLIER from complying with the Contract.

14. FORCE MAJEURE

Neither the SUPPLIER nor Engie shall be considered in default or in contractual breach to the extent the late or defective or partial fulfillment of the obligations established in the Contract is the result of force majeure according to Article 1315 of the Civil Code.

The occurrence of a force majeure event shall be communicated by the affected Party to the other Party indubitably in writing, within a maximum term of two (2) business days after the event has occurred or has been known (or should have been known), whichever comes first. The Parties shall include the information and supporting documentation available at that time, the estimated duration term of the event and the actions to be taken to mitigate or remedy the consequences thereof. The notified Party may observe the qualification of force majeure or its contractual effects.

Under no circumstances, the parties shall be liable for the damages and losses that result from the delay originated by a force majeure event. Nevertheless, the SUPPLIER shall be liable for any damage or loss caused to Engie which may result from its delay in restarting the fulfillment of its obligations after the respective event has concluded.

In case a force majeure event occurs, the affected Party a) shall make its best reasonable commercial efforts to mitigate the effects of the event, b) shall not have the right to suspend the fulfillment of its obligations beyond the duration term of the event of force majeure and beyond the obligations which have been affected by the event of force majeure; c) shall make all reasonable efforts to remedy its inability to fulfill its obligations; d) shall keep the other Party informed about such efforts on an ongoing basis; and e) shall notify the other Party in writing in relation to the restarting of the fulfillment of its obligations.

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In the case of events of force majeure that affect the SUPPLIER's subcontractors or vendors, the SUPPLIER shall only be relieved from fulfilling its obligations in case the aforementioned event meets the requirements established in this section.
During the force majeure event, each Party shall bear the costs that it has to pay as a consequence of such event.

15. BREACHES AND PENALTIES

The fact that any of the Parties does not insist on or incurs in delay to demand compliance with the terms, conditions or stipulations of the Contract, or grants any other indulgence to the other Party, shall not be deemed as a waiver to the corresponding actions due to the non-compliance or as an acceptance of any variation to the Contract or as a waiver to any of the rights stipulated in the Contract, which shall remain in full force and effect.

If the SUPPLIER fails to comply with the provision of the Goods and/or Services in the term and conditions mentioned in the Contract, it shall automatically be considered in default as of the next day of the corresponding deadline, as set forth in Article 1333 and subsequent articles of the Peruvian Civil Code.

On the other hand, with regard to such situation of breach, Engie may reject the Goods and/or Services, without any obligation of payment or indemnity whatsoever in favor of the SUPPLIER, and obtain the Goods and/or Services from a third party, in which case, without detriment to the pertinent penalties, the SUPPLIER shall pay to Engie the additional costs and expenses incurred by Engie as a result thereof.

In case of delay in the provision of Goods and/or in completing the Services, regardless of whether Engie chooses the termination or demands compliance, the SUPPLIER shall pay to Engie, for each day of delay, a delay penalty equivalent to 1% of the total value of the Contract (unless another amount or percentage is detailed in the Order), until the final acceptance of the Goods and Services or until the date of termination of the Contract if Engie has chosen that, as the case may be. Such penalty and, as the case may be, the penalty established in the Order, shall be applied without prejudice to the SUPPLIER's responsibility for ulterior damage or damages that may arise from the termination of the Contract.

Where applicable, the SUPPLIER will be subject to payment of the penalty by SSOMA or BONO SSOMA as regulated in the "Security, Occupational Health and Environmental Compliance Guide for Contractors and Suppliers".

The SUPPLIER authorizes Engie to withhold and compensate, in whole or in part, any amount that it has to pay to Engie against any penalty, damage or loss, or any other sum of money owed by the SUPPLIER to Engie and/or third parties.

16. INDEMNITY AND RESPONSIBILITY

The SUPPLIER shall be responsible for any damage or loss caused to third parties, which results from its actions or omissions, thus undertaking to hold harmless, indemnify and protect Engie, its shareholders, agents, representatives and employees from any claim filed against it by any third party.

Except in case of willful misconduct or gross negligence, Engie will not be responsible for lost profits, lost opportunities, indirect, mediate, consequential or punitive damages. In addition, except in case of willful misconduct and gross negligence, Engie's responsibility under this Contract, may not exceed the price paid to the SUPPLIER.

17. SUSPENSION AND TERMINATION OF THE CONTRACT

18.1. At any time, Engie may order the SUPPLIER the suspension of all or part of the Contract through a notice sent to the SUPPLIER. The SUPPLIER shall take all the measures which may be necessary to minimize the costs, expenses and delays related to such suspension. In case that, and to the extent that, the suspension exceeds three (3) consecutive months, Engie shall reimburse the SUPPLIER for the direct costs (excluding any profit or margin element) attributable to such suspension, provided that they are reasonable and are duly documented. The SUPPLIER shall not suspend the performance of the Contract under any circumstance, except for the prior written consent of Engie.

18.2 Except in the cases mentioned in Sections 18.3, 18.4 and 18.5 below, either Party may terminate the Contract in case of breach of material obligations of the other Party, giving notice thirty (30) days in advance. If the breached obligation is an obligation to pay, it must be due by at least thirty (30) days to be considered a material breach.

18.3 Notwithstanding other rights and remedies, Engie may, without any liability, terminate all or part of the Contract immediately and automatically by a written notice to the SUPPLIER if: (i) the SUPPLIER is significantly delayed and Engie has notified its intention to terminate the Contract; (ii) an ordinary, preventive or any other insolvency proceeding is initiated against the SUPPLIER or any of its related companies, or if the SUPPLIER or any of its related companies is declared bankrupt, or if the SUPPLIER or any of its related companies enters into judicial or extrajudicial liquidation or agrees to dissolve; or if a change of the corporate control of the SUPPLIER occurs, directly or indirectly, or any similar situation arises.

18.4 Engie is entitled to, at any time terminate the Contract unilaterally and without cause, wholly or partially, by sending a notice to the SUPPLIER fifteen (15) days in advance. The termination referred to in this paragraph

does not give the SUPPLIER right to be indemnified, except as indicated in paragraph 18.6.3.

18.5 Engie shall be entitled to terminate the Contract, in whole or partially, if the performance of the Contract has been substantially prevented by a force majeure event for a continuous period of ninety (90) days, by sending to the SUPPLIER a notification ten (10) days in advance. The termination referred to in this subsection does not give the SUPPLIER a right to be indemnified, except as indicated in paragraph 18.6.1.

18.6 Consequences of Termination

18.6.1 Where applicable, as soon as Engie requires it (and if it requires it), the SUPPLIER must deliver Engie the Goods (finished or in process of manufacture or acquisition), all related documents, information and rights related to the Goods required by Engie to achieve the original purpose of contract, directly or through third parties; and do and procure everything necessary so that Engie receives and maintains the property of the Goods. The SUPPLIER shall be entitled to a payment of part of the price equivalent to the Goods and/or Services provided or performed under the Contract, to the extent that such payment is pending.

18.6.2 In the event of termination for breach by the SUPPLIER, Engie may, at its discretion, reject all or part of the Goods and Services and/or complete the Goods and Services in whole or in part directly or through third parties on behalf of, and at cost and risk of the SUPPLIER, notwithstanding the right of Engie to compensate any damages it has suffered as a result of the termination.

18.6.3 In the event of unilateral termination without cause (and to the extent that it has not been covered as indicated in paragraph 18.6.1) the SUPPLIER shall be entitled to a payment equivalent to the direct costs that were unavoidably incurred prior to termination, provided such amounts are clearly defined, supported and do not exceed, as a whole, the price of the outstanding balance of the Contract. In any case, the SUPPLIER will minimize the costs and expenses incurred as a result of the termination. Except for the payments specified in this paragraph, the SUPPLIER is not entitled to receive additional any compensation by Engie.

18. DISPUTE RESOLUTION

Unless otherwise agreed to, in case any dispute arises directly or indirectly from or relating to this Contract, including, but not limited to its interpretation, application, performance, termination, nullity or annulment, among others, the parties shall attempt, without being obliged to, to reach an agreement directly. Notwithstanding this, and if none of the Parties considers it appropriate to negotiate directly, the controversy (or controversies) will be subject to arbitration. The arbitration shall be arbitration at law, administered by the Chamber of Commerce of Lima (Cámara de Comercio de Lima) and governed by its Rules of Arbitration. Legislative Decree No. 1071, and its corresponding modifications, will be applicable in defect of other applicable provisions. The seat and place of arbitration shall be the city of Lima, Peru. The arbitration will be conducted in Spanish. The Arbitral Tribunal shall consist of three (3) members who must necessarily be lawyers authorized to practice law in Peru. Each Party shall appoint one (1) arbitrator and the third shall be appointed by agreement of the two (2) arbitrators appointed by the parties, who in turn will serve as Chairman of the Arbitral Tribunal. The claimant must nominate its arbitrator in its arbitration request (solicitud de arbitraje) and the defendant shall have ten (10) business days to appoint its arbitrator, counted from the date it receives the request for arbitration.

The award issued by the Arbitral Tribunal will be the last resort and therefore shall be final, not subject to appeal and binding upon the Parties from the date of notification. The Parties waive, as broadly as permitted by applicable laws, their rights to any means to challenge the award, except for requests for rectification, interpretation, integration and exclusion filed before the Arbitral Tribunal itself and the application for annulment of the award before the Judiciary. In case judicial intervention or cooperation in relation to arbitration is necessary, including the enforcement of the arbitral award, the parties submit to the jurisdiction of the courts and tribunals of the Judicial District of Lima - Cercado.

19. APPLICABLE LAW

Except as otherwise agreed to, the laws applicable to the performance and interpretation of the Contract shall be the laws of the Republic of Peruvian laws, except for regulations on application of foreign law in private international cases.

20. ETHICS, ENVIRONMENTAL & SOCIETAL RESPONSIBILITY CLAUSE

The Supplier acknowledges that he has been informed of, and agree to abide by, the Group's commitments in the area of ethics, environmental and societal responsibility, as those commitments are set forth in the Ethics Charter and the Practical Guide to Ethics and posted on its website <http://www.engie-energia.pe/>

The Supplier represents and warrants to ENGIE that, for a period of 6 years immediately preceding the execution of the Contract (these rules may be modified and/or replaced during the Contract period), he has complied with the rules of international law and national law applicable to the Contract, in relation to:

- (i) fundamental human rights and in particular the prohibition of (i) using children labor and any form of forced or compulsory labor

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- and (ii) organizing any form of discrimination within its company or towards the suppliers and sub-contractors;
- (ii) embargos, production and commercialization of drugs and weapons trafficking, terrorism;
- (iii) trade, import and export licenses and customs;
- (iv) health and safety of staff and third parties;
- (v) labor, immigration and prohibition of illegal work;
- (vi) environment protection;
- (vii) financial criminal offences, corrupt acts in relation to the public administration and the private sector, fraud, influence peddling (or equivalent offence as it can be provided by the national law applicable to the Contract), swindling, theft, misuse of corporate funds, counterfeiting, forgery and the use of forgeries, and similar or related offences;
- (viii) money and assets laundering and measures to combat such activities;
- (ix) competition law.

The Supplier represents that understands that ENGIE has to comply with the obligations imposed by the French legislation which consists in maintaining a vigilance system regarding the compliance of these matters (such as health and safety, human rights and environmental respect). To that effect, the Supplier undertakes to cooperate actively with ENGIE in these matters and shall report to ENGIE any breach or other circumstance that could constitute a breach of the rules during the contractual relationship with ENGIE.

In connection with the Contract's performance, the Supplier commits to comply in his name and in the name and on behalf of his suppliers and sub-contractors with the same rules.

ENGIE has the right to require from the Supplier, and the Supplier is obliged to provide to ENGIE, evidence that he has complied with the rules of the present Ethics, Environmental & Societal Responsibility Clause.

ENGIE has the right to, and the Supplier is obliged to facilitate the conduction of audits related to the aspects regarding this clause, either directly or through third parties. Additionally, the Supplier agrees to grant to ENGIE the access to his facilities and to provide the information and the documents required to complete such audit.

The Supplier is prohibited to interact with government entities, public authorities, private persons or entities on behalf of ENGIE.

Any breaches of the rules of the present Ethics, Environmental & Societal Responsibility Clause shall constitute a contractual breach entitling ENGIE to suspend and/or terminate the Contract, at the Supplier's cost and risk.

21. TRANSPORTATION

Regardless of who may be in charge of the transportation, the SUPPLIER shall comply with shipping instructions, packing and marking and management of materials provided by Engie, without prejudice to the compliance of the laws and regulations which may be applicable to the respective type of transportation and to the Good Industry Practices. The SUPPLIER shall deliver to Engie, in due course, the detailed and accurate transportation documentation as applicable or as required by Engie.

The Goods shall be delivered according to the delivery terms included in the Contract. Except as otherwise established the delivery terms shall be construed in accordance with INCOTERMS 2000, or its equivalent for purchase of local Goods. In case that the parties do not agree on delivery terms, the delivery shall be made under INCOTERMS 2000 DDP terms to be delivered at the location of Engie Peru specified by Engie.

The supplier shall be responsible for the risk of loss or damage to the Goods until their acceptance by Engie, in the place of delivery established by the Parties in the Contract. Property rights over the Goods will be transferred to Engie when the Goods are shipped for delivery to Engie or when Engie makes the corresponding payment for all or part thereof, whichever comes first.

22. ASSOCIATED SERVICES

In case that the purchase of Goods implies the provision of Services, the SUPPLIER must comply with the Security, Occupational Health and Environmental Compliance Guide for Contractors and Suppliers which forms part of the Contract.

In addition, during the provision of the Services, it must comply as a minimum with the following:

- (i) Personnel access.- The SUPPLIER shall meet Engie's requirements in relation to allowing access to its personnel to the work site, including, but not limited to, the submission of qualification or accreditation documents, in original or certified copy, which shall be submitted by the SUPPLIER prior to each entry or when Engie so requires.
- (ii) Personnel Replacement.- The SUPPLIER shall replace the personnel that Engie may consider not appropriate for the provision of the Services. All costs and expenses resulting from such replacement shall be borne by the SUPPLIER.
- (iii) SUPPLIER's Personnel.- Notwithstanding Engie's right to monitor the provision of the Services, the SUPPLIER shall be responsible for the personnel that it may assign for the provision

of the Services. Particularly, the SUPPLIER shall be solely responsible for the organization, management, discipline, supervision and safety of its personnel and for the payment of all contractual or labor obligations assumed with such personnel. Such personnel shall be governed by all the rules and regulations applicable to the SUPPLIER.

- (iv) Accidents.- The SUPPLIER shall be responsible for any incident, accident or harm that its personnel or Engie's personnel or third parties may suffer as a consequence of the provision of the Services or any act or omission by the SUPPLIER or its personnel. The SUPPLIER shall, if required by Engie, demonstrate it counts with sufficient insurance coverage necessary or advisable under Good Industry Practices to cover risks related to the performance of the Contract and including but not limited to labor accidents. The SUPPLIER waives its right to filing any claim or bringing an action against Engie or its insurers as a result of any accident or damages suffered by its personnel, its subcontractors, its representatives, agents or third parties in relation to the performance of this Contract. The SUPPLIER shall be responsible, both before Engie and third parties, for all the damages caused by its personnel, its subcontractors, its representatives, agents or by any machinery or equipment under the SUPPLIER's responsibility in relation to the provision of the Service.

- (v) Licenses: The SUPPLIER will obtain all the permits, licenses, or authorizations that may be necessary for the performance of the Service according to the applicable laws.

- (vi) In case the SUPPLIER renders services in the premises of Engie, the SSOMA penalty and BONO for SSOMA Security, in the Occupational Health and Environmental Compliance Guide for Contractors and Suppliers will be applicable.

23. COMMUNICATIONS BETWEEN PARTIES

All communications related to the day-to-day activities between the parties shall be made by e-mail. Such communications shall be contractually binding. All the other affairs, including, but not limited to, claims by the Parties, shall be made through a written printed document delivered personally or through certified mail, with acknowledgment of receipt. The SUPPLIER shall specify the Order number in all the documents, correspondence and e-mails that it may exchange with Engie.

24. COMPANY'S LIABILITY FOR THE COMMISSION OF CRIMINAL OFFENSES

The Supplier acknowledges the content and scope of Law 30424 and its regulation approved by Supreme Decree 002-2019-JUS, as well as its modifications according to Legislative Decree 1352 and Law 30835 (and the possible partial or total modifications that could occur in the future), hereinafter the "Applicable Corporate Liability Law".

The Supplier undertakes and commits towards ENGIE that its legal representatives, employees, collaborators, officials, or those persons who provide services for him, regardless of the type of relationship, shall not incur in the commission of any of the criminal offences indicated in the regulation referred in the Applicable Corporate Liability Law.

The Supplier commits to:

- Adopt the appropriate technical, organizational and/or personnel measures to avoid or to prevent the realization of events that could result in the commission of the criminal offences identified in the Applicable Corporate Liability Law by those persons who carry out activities in his name or on behalf or in benefit of or subject to control, direction or supervision of the Supplier; and,
- Have suitable vigilance and control measures in order to detect and inform about the events that could result in the commission of the criminal offences stated in the Applicable Corporate Liability Law within the framework of the Contract and to inform immediately to ENGIE, through a written and documented communication about the occurrence of any of such events.
- Carry out all the preventive and correction acts in a timely manner to avoid the commission of criminal offenses within his organization, whether it was executed by his employees, collaborators, officials and/or legal representatives.

The Supplier commits and warrants to ENGIE that, in the execution of the Contract, and in any other procedure related to it, he shall not infringe laws, regulations, national or international legislation in force applicable or that could be applicable and he shall not make payments, promises or offers of payment, directly or indirectly, nor shall authorize the payment of any amount, nor shall make directly or indirectly, or authorize the delivery, promise or offer to deliver a valuable object to public authorities, employees, agents or Government representatives or from any of the departments or public entities or governmental or depending from the abovementioned or any person that acts in the performance of a public

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position or public function or on behalf of or in the name of any of the abovementioned.

The Supplier represents and warrants that, for the contract award and its execution, he has not carried out any improper act, nor has offered any benefit to an official or legal representative of ENGIE to be favored.

The Supplier acknowledges that each disposition of this clause constitutes an essential obligation for the execution of the Contract, and if a breach becomes evident, ENGIE has the right to terminate the Contract without liability for it, at the Supplier's cost and risk.

The Supplier commits to hold harmless and to defend ENGIE concerning any investigation, complaint, procedure, dispute or claim presented against ENGIE, arising out of the breach of any of the declarations and obligations of the Supplier established in the present clause, assuming directly, and previously to the assumption by ENGIE of the damages, costs, charges, expenses and any other concept derived from the mentioned breach. In such cases, ENGIE shall maintain the control and direction of the defense, including the decision of an eventual withdrawal, settlement or other similar action.

25. PERSONAL DATA PROTECTION

25.1 The SUPPLIER represents and warrants that it is fully aware and will comply at all times with the provisions established in Law N° 29733 – Law of Personal Data Protection, its regulation approved by Supreme Decree N° 003-2013-JUS, and other concordant, amending and complementary regulations (hereinafter, "LPDP"). Thus, the SUPPLIER is committed to fulfill the obligations of the LPDP which are inherent during the Service provision.

25.2 Within the framework of the Contract execution, it is possible that ENGIE provides to the SUPPLIER information that is qualified as personal data according to the provisions of the LPDP (hereinafter, the "personal data"). In the aforementioned case, the SUPPLIER acquires the condition of "Supervisor" in the terms of the LPDP, and it shall be obliged towards ENGIE to use the personal data sole and exclusively for the purposes specified in the Contract. This responsibility does not include such preexistent information located in the personal information databases whose ownership is held by the SUPPLIER and has been gathered prior to the Contract execution.

In that sense, the SUPPLIER is forbidden to share with third parties (under any modality, including the transference or the treatment at the request of subcontracting) the personal data to which access could be reached during the Service provision. In case it were necessary to share personal data with third parties for the Service provision, the SUPPLIER shall request previously the authorization of ENGIE in order to share such information. Likewise, the personal data could be shared exceptionally in favor of a competent governmental authority when it is requested to the SUPPLIER, through a formal document, to exercise some of its functions. In that case, the SUPPLIER shall communicate to ENGIE about the request submitted by the governmental authority for the disclosure and/or the provision of personal data, considering that the SUPPLIER will only disclose such information with the express consent of ENGIE, unless the applicable regulation states otherwise, in which case the SUPPLIER shall at least communicate about that situation to ENGIE and submit the revealed information and/or the submitted information to the governmental authority.

25.3 Upon the termination of the Contract, the SUPPLIER is obliged to destroy and delete the personal data to which it had access during the Service provision, regardless of the support in which such information is contained, whether it is physical, digital or it may have another nature. If the SUPPLIER is required by law to retain personal data, and provided that the permission is granted by ENGIE as long as the possibility of further assignments is presumed, the personal data shall continue to be stored for a period no greater than two (2) years, applying the security measures to ensure the adequate protection of such information according to the provisions established in the LPDP.

25.4 The SUPPLIER represents and warrants that it has technical, organizational, legal and technological security and confidential measures which are suitable for the protection of the personal data that may be handed over by ENGIE, according to the LPDP. The SUPPLIER is committed to uphold such security measures while the Service provision lasts and to provide all the facilities so that ENGIE could verify its implementation, as well as auditing randomly the fulfillment of the SUPPLIER's obligations established in this Clause. The SUPPLIER is committed to act with due diligence to ensure the protection and the security of the personal data, whether it is compiled or not in physical or digital databases.

25.5 In case the SUPPLIER receives a request from the personal data owners, it is obliged to transfer to ENGIE, no later than 24 hours after received, any request to exercise their rights of revocation, access, rectification, cancelation and opposition which it may have received from the personal data owners presented to the SUPPLIER within the framework of the Service provision, so that it could be assessed and responded by ENGIE.

25.6 ENGIE, in its condition of Database Owner and responsible for the personal data that shares with the SUPPLIER, it determines the purpose, content, and the security and confidentiality measures applicable to such personal data, according to the LPDP. In that sense, ENGIE could establish guidelines and directives for the SUPPLIER regarding the treatment and the personal data protection which are derived from ENGIE Group's Policy named "Group Data Privacy Policy" (hereinafter, the "Policy"). If these directives compel a more rigorous standard of protection in any scenario than the standard established in the LPDP, the protection provided by the Policy shall prevail, which shall be complied by the SUPPLIER.

25.7 The SUPPLIER declares and warrants that all the personal information handed over to ENGIE in execution of the Contract has been gathered within the framework of the Contract and/or having the personal data owners' consent who have authorized the treatment of their information by ENGIE in a free, prior, express, unequivocal and informed manner. ENGIE reserves the right to audit randomly the existence of these contracts and/or the consent obtained by the SUPPLIER, in accordance with the LPDL.

25.8 The SUPPLIER is obliged towards ENGIE to fulfill the provisions set out in this clause regarding its workers, executives, and in general to any person with access to the personal data due to the Service provision and/or to any person who may receive it. The SUPPLIER declares and warrants that it shall act under a "need-to-know basis" criterion, so that the personal data shall only be known and used by those workers, executives and third parties that have strict necessity to use such information in the Service provision.

25.9 In case the SUPPLIER treats the personal data breaching the provisions indicated in this clause, it shall be administrative, civil and criminally liable, as applicable, towards third parties and ENGIE. Thus, the SUPPLIER shall hold ENGIE harmless and defend ENGIE from all type of sanction, indemnification, corrective or precautionary measure, and costs (for defense and counseling) which derives from the treatment of the personal data which has been handed over for the Service provision, or that derives from the personal data shared by the SUPPLIER to ENGIE breaching the provision stated in the numeral 25.7 of this Clause. In such cases, ENGIE shall maintain the control and direction of the defense, including the decision of an eventual withdrawal, settlement or other similar action.

Acceptance by the SUPPLIER