

NUCLEOELECTRICA ARGENTINA S.A.

GENERAL TERMS AND CONDITIONS

SELECTION PROCEDURE:

**PRICE COMPETITION A
PRICE COMPETITION B
PRIVATE BIDDING
PUBLIC BIDDING**



NUCLEOELECTRICA ARGENTINA S.A.

INDEX

GENERAL TERMS AND CONDITIONS OF THE OFFER	4
1. INTRODUCTION	4
1.1 APPLICABLE LAWS AND REGULATIONS	4
1.2 ORIGIN OF GOODS AND/OR SERVICES	4
1.3 COST OF CONTRACTING	4
2. PROCUREMENT DOCUMENTS	4
2.1 INFORMATION CONTAINED IN THE PROCUREMENT DOCUMENTS	4
2.2 CLARIFICATION OF PROCUREMENT DOCUMENTS	5
2.3 MODIFICATION OF PROCUREMENT DOCUMENTS	5
3. PREPARATION OF BIDS	5
3.1. LANGUAGE	5
3.2. DOCUMENTS THAT MAKE UP THE OFFER	5
3.3. BID FORM	5
3.4. BID PRICE	6
3.5. CURRENCIES IN WHICH THE OFFERS WILL BE EXPRESSED	6
3.6. DOCUMENTS REQUIRED FOR THE QUALIFICATION AND ELIGIBILITY OF THE BIDDER	6
3.7. DOCUMENTS ESTABLISHING THE ELIGIBILITY OF THE GOODS OR SERVICES AND THEIR COMPLIANCE WITH PROCUREMENT DOCUMENTS	9
3.8. BID GUARANTEE	10
3.9. TERM OF VALIDITY OF THE OFFER	11
3.10. BID FORMAT AND SIGNATURE	11
3.11. CAUSES FOR INADMISSIBILITY OF THE OFFER	12
4. SUBMISSION OF TENDERS	12
4.1. DEADLINE FOR THE SUBMISSION OF BIDS	12
4.2. LATE OFFERS	12
4.3. WITHDRAWAL OF OFFERS	12
5. OPENING AND EVALUATION OF BIDS	12
5.1. OPENING OF BIDS	12
5.2. EVALUATION OF BIDS	13
5.3. COMPARISON OF OFFERS	13
5.4. IMPROVEMENT OF PRICE AND/OR CONTRACTUAL CONDITIONS	13
5.5. CHALLENGES TO THE AWARD PROPOSAL	13
5.6. TRANSPARENCY	14
6. AWARD OF THE CONTRACT	14
6.1 NASA'S RIGHT TO MODIFY THE AMOUNTS AT THE TIME OF AWARDING	14
6.2 CRITERIA FOR THE AWARD	14
6.3 NASA'S RIGHT TO ACCEPT OR REJECT ANY OFFER	14
6.4. NASA FACULTY	14
6.5. NOTIFICATION OF AWARD	14
6.6. DEADLINES	15
6.7. NOTIFICATIONS	15
6.8. GLOBAL PACT – SUSTAINABILITY	15



NUCLEOELECTRICA ARGENTINA S.A.

GENERAL CONDITIONS OF THE CONTRACT	16
7. EXECUTION OF THE CONTRACT	16
7.1 APPLICATION	16
7.2 PERFECTING THE PURCHASE ORDER OR CONTRACT	16
7.3 GUARANTEE OF FAITHFUL PERFORMANCE	16
7.4 CONFIDENTIALITY OF CONTRACTUAL DOCUMENTS	17
7.5 PATENT RIGHTS	18
7.6 RECEPTION	18
7.7 INSPECTIONS AND TESTS	19
7.8 PACKING	19
7.9 DELIVERY AND DOCUMENTS	20
7.10 DEFINITIVE AND/OR TEMPORARY IMPORTS	23
7.11 SHIPPING NOTICE	23
7.12 SAFETY STANDARD	23
7.13 REQUIREMENTS FOR THE EXPORT OF SUPPLY TO THE ARGENTINE REPUBLIC ..	23
7.14 INSURANCE	24
7.15 FREE ACCESS	25
7.16 SERVICES TO BE PERFORMED BY NON-RESIDENT PERSONNEL IN ARGENTINA ...	25
7.17 ENVIRONMENTAL MANAGEMENT – REQUIREMENTS FOR CONTRACTORS AND SUPPLIERS	25
7.18 OPTION IN FAVOR OF NASA	27
7.19 SPARE PARTS	27
7.20 GUARANTEE OF GOODS AND SERVICES	28
7.21. BILLING AND PAYMENT	28
7.22. ORDERS OF CHANGE	29
7.23. MODIFICATION OF THE CONTRACT	29
7.24. PRICE READJUSTMENT	30
7.25. SUBCONTRACTING AND ASSIGNMENT	30
7.26. DELAYS IN COMPLIANCE BY THE SUPPLIER	30
7.27. PENALTIES FOR DELAY	31
7.28, TERMINATION FOR NON-COMPLIANCE	31
7.29. FORCE MAJEURE	31
7.30. TERMINATION FOR CONVENIENCIA	32
7.31. DISPUTE SETTLEMENT	32
7.32. LANGUAGE	32
7.33. TAXES AND DUTIES	33
7.34. EXPENSES ON BEHALF OF THE SUPPLIER	35
7.35. RISK LIABILITY NUCLEAR	35
ANNEXES TO THE TERMS AND CONDITIONS	36
ANNEX I. Code of Conduct	36
ANNEX II. Principles of Integrity in Contractor Selection	37
ANNEX III. Amounts	40



NUCLEOELECTRICA ARGENTINA S.A.

GENERAL TERMS AND CONDITIONS OF THE OFFER

1. INTRODUCTION

1.1 APPLICABLE LAWS AND REGULATIONS

NASA will govern its purchases and contracting of Goods and Services by the provisions of the Regulations for the Acquisition and Contracting of Goods and Services. The resolutions of **NASA** Board of Directors shall be final and shall not be appealable before any other National Public Administration Agency. The Contracts entered into between **NASA** and the successful bidder in accordance with the selection procedures regulated in the Regulations for the Procurement and Contracting of Goods and Services, shall be governed by private law in all other respects other than the procurement and contracting procedure regulated by **NASA** Regulations.

The interpretation of the contract shall be made in accordance with the laws of the Argentine Republic.

1.2. ORIGIN OF GOODS AND/OR SERVICES

All Goods and/or Services to be supplied in accordance with the Contract shall have their country of origin indicated in them.

1.3. COST OF CONTRACTING

The Bidder shall bear all expenses related to the preparation and submission of its Bid and **NASA** shall not be liable in any event, for such costs regardless of the manner in which the procurement or its outcome are conducted.

2. PROCUREMENT DOCUMENTS

2.1. INFORMATION CONTAINED IN THE PROCUREMENT DOCUMENTS

The documents detailed below specify the Goods and/or Services that are required, and the contractual conditions:

- a) Specifications and General Terms and Conditions.
- b) Specifications and Specific Terms and Conditions.

Participation in any of the procurement procedures carried out by **NASA** implies by the Bidder the full acceptance of all the conditions established in the Specifications and General Terms and Conditions, as well as the provisions of the Regulations for the Acquisition and Contracting of Goods and Services in force for **NASA**, and will imply by the interested party the submission to its terms, together with the waiver of the right to challenge it, in whole or in part, in administrative or judicial headquarters.

For the foregoing, a copy of the Specifications and/or the Regulations with the Bid should not be submitted.

The Bidder shall examine all the documents of the Procurement. If the Bidder fails to provide all the required information or submits a Bid that does not substantially and in all respects conform to those documents, the risk will be borne by the Bidder and the consequence may be the rejection of its Bid.



NUCLEOELECTRICA ARGENTINA S.A.

2.2. CLARIFICATION OF PROCUREMENT DOCUMENTS

Any supplier entitled to participate in a Public Bidding may request, up to EIGHT (3) days before the date of opening the Bids, clarifications on the Procurement Documents.

For Private Tenders and Price Competitions, invited suppliers may request clarifications up to THREE (3) days before the opening date.

NASA will issue the corresponding clarifications and/or modifications no later than TWO (2) days before the deadline for the presentation of the bids, and shall notify all interested suppliers.

2.3. MODIFICATION OF PROCUREMENT DOCUMENTS

NASA may, for any reason and at any time before the deadline for submission of Bids, modify the Documents by amendment, either on its own initiative or in response to a clarification requested by an interested Supplier.

All interested Suppliers will be notified of the corresponding amendments to the e-mail address registered in the Supplier Portal -that shall be kept updated for this purpose-, which will be mandatory for them.

NASA may, at its own discretion, extend the deadline for submission of Bids to allow potential Bidders reasonable time to consider amendments to Procurement Documents in the preparation of their Bids.

3. PREPARATION OF BIDS

3.1 LANGUAGE

The Offer and all correspondence and documents related to the Offer exchanged between the Bidder and **NASA** shall be drawn up in Spanish; any material provided by the Bidder may be in other language of international use, and if applicable, it shall be accompanied by a translation in Spanish by the relevant parties.

3.2 DOCUMENTS THAT MAKE UP THE OFFER

The Offer shall include the following documents:

- a) the Bid Form and Price List;
- b) documented evidence of eligibility of the Goods and/or Services required by **NASA** to be provided by the Bidder and its adjustment to the Contracting Documents according to Section 2;
- c) The Bid Guarantee, in accordance with paragraph 3.8.

3.3. BID FORM

The Bidder may quote for one, several or all of the lots. The discounts offered for the award of two or more lots will be considered.

Alternative bids may be submitted and accepted, and evaluated on the condition that they correspond to the basic bid most convenient for **NASA**.

Only one basic bid may be submitted, which shall be clearly indicated by the Bidder. If the Bidder did not do it, **NASA** will take as basic the Offer of lesser value.



NUCLEOELECTRICA ARGENTINA S.A.

3.4. BID PRICE

The Bidder shall indicate in the Price List, the unit and total values of the associated Goods and/or Services that Bidder proposes to provide in accordance with the Contracting Documents.

The values indicated in the Price List shall be set forth as follows:

a) In the case of Goods offered from within the Argentine Republic:

- (1) the price of the Goods quoted: in the factory, in the showroom, in the warehouse, in stock or in the place indicated by **NASA** in the General and Particular Terms and Conditions and/or Technical Specification, as applicable:
 - on the components and raw materials used in the manufacture or assembly of factory-quoted goods; or
 - on Goods of foreign origin that have been previously imported and whose price is quoted in the showroom, in the warehouse, in stock, or in the place indicated by NASA;
- (2) the charges for internal transportation, insurance, and other local costs related to the delivery of the Goods or the provision of the Services to their final destination; and
- (3) the cost of related services

b) In the case of Goods offered from abroad:

- (1) the price of the Goods, quoted in current INCOTERMS condition.
- (2) the FOB price of the Goods at the port of shipment;
- (3) estimated charges for inland transportation, insurance, and other local costs related to shipping the Goods from the port of entry to their final destination; and
- (4) the cost of related services

The prices quoted shall be VAT excluded. Only in those cases where the bidder specifies that the values include VAT, the amount corresponding to the Tax will be deducted at the time of comparing offers.

The prices quoted by the Bidder will be fixed during the Contract. Bids submitted with variable prices will not be considered by **NASA**.

3.5. CURRENCIES IN WHICH OFFERS WILL BE EXPRESSED

Prices will be quoted in the following currencies:

- a) Goods and/or Services from the Argentine Republic: preferably, prices will be expressed in the legal currency in the Argentine Republic.

Regardless of the currency in which the offers are expressed, when the Purchase Orders are issued in foreign currency, they will be payable in ARGENTINE PESOS, according to the selling exchange rate "foreign exchange rate" set by the Banco de la Nación Argentina, in force on the day prior to the effective payment.

- b) Goods and/or services from abroad: prices may be expressed in the legal currency of the bidder's country, or in U.S. Dollars. A Bidder may use up to three currencies other than the legal currency in the Argentine Republic.

3.6. DOCUMENTS REQUIRED FOR THE QUALIFICATION AND ELIGIBILITY OF THE BIDDER

Except in cases where the Bidders are non-resident individuals in the Argentine Republic or companies incorporated abroad and the contract is concluded with the foreign company and not with its branch or with any other type of representation in the Argentine Republic, the following documentation will be required to establish the eligibility and qualification of the Bidders:



NUCLEOELECTRICA ARGENTINA S.A.

a) LEGAL ENTITIES

(1) For Public Limited Companies and Limited Liability Companies:

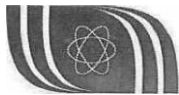
- Certified copy before a Notary Public of the Articles of Association or Social Contract with all its modifications, and its registration in the General Inspectorate of Justice or in the provincial bodies for the control of legal entities, as appropriate.
- Certified copy before a Notary Public of the Act of designation of authorities in force and/or of the power of attorney, which certifies the powers of the signatory to bind the company.
- Affidavit of real and legal domicile.
- Proof of registration in force with AFIP.
- Bidders shall submit as an affidavit a printout of the consultation referred to in Article 5 of General Resolution 4164-E, signed by whoever has sufficient powers to bind the company. To do this, they shall enter the Tax Accounts System of the AFIP website and select the option "Detail of Consolidated Debt" in the menu and, within this option, the procedure "Consultation of State Supplier Debt". For the eligibility of bidders, it will be exclusive that they do not have debts due to tax obligations and/or social security resources for a total amount equal to or greater than that established in the regulations in force, due during the calendar year corresponding to the date of the consultation, as well as due in the previous five (5) calendar years. The fallacious declaration will imply that **NASA** will declare the firm involved ineligible indefinitely for participation in new selection procedures and/or for the execution of new contracts, and may cause the termination of the contract due to the breach of the supplier causing the loss of the guarantee of performance of the contract".
- Last balance sheet approved and legalized by the Professional Association of Accountants with the corresponding waiver, when the term of execution of the contract exceeds one hundred and eighty (180) calendar days.

(2) For Irregular or de Facto Partnerships:

- Certified copy before a Notary of the Identity Document of each of the Partners.
- Affidavit of real and legal domicile.
- Proof of registration in force with AFIP.
- Bidders shall submit as an affidavit a printout of the consultation referred to in Article 5 of General Resolution 4164-E, signed by whoever has sufficient authority to bind the company. To do this, they shall enter the Tax Accounts System of the AFIP website and select the option "Detail of Consolidated Debt" in the menu and, within this option, the procedure "Consultation of State Supplier Debt". For the eligibility of bidders, it will be exclusive that they do not have any debts due to tax obligations and/or social security resources for a total amount equal to or greater than that established in the regulations in force, due during the calendar year corresponding to the date of the consultation, as well as due in the previous five (5) calendar years. The fallacious declaration will imply that **NASA** declares the company involved ineligible indefinitely for participation in new selection procedures and/or for the signing of new contracts, and that it may cause the termination of the contract due to the breach of the supplier causing the loss of the guarantee of performance of the contract".
- Patrimonial status and declaration of assets and debts of each of the partners legalized by the Professional Association of Accountants with the corresponding waiver, when the term of execution of the contract exceeds one hundred and eighty (180) calendar days.

b) NATURAL PERSON:

- Notarized copy of the Identity Document.
- Declaration of real and legal domicile



NUCLEOELECTRICA ARGENTINA S.A.

- Copy of the last overdue pension contribution to the Self-Employed Workers Department, or copy of proof of registration whose age does not exceed forty-five (45) calendar days as of the date of presentation of the offer.
- Proof of registration in force with AFIP.
- Bidders shall submit as an affidavit a print copy of the consultation referred to in Article 5 of General Resolution 4164-E, signed by whoever has the necessary authority to bind the company. To do this, they shall enter the Tax Accounts System of AFIP and request the option "Detail of the Funded Debt" in the menu and, in this option, the procedure "Consultation of debt of suppliers of the State". For the eligibility of the bidders, it will be excluded that they do not any have debts due for tax obligations, and/or social security resources for an equal or higher amount than that established in the regulations in force, due during the calendar year corresponding to the date of the consultation, as well as due in the five (5) previous calendar years. The fallacious declaration will imply that NASA will declare the company involved ineligible indefinitely for participation in new selection procedures and/or for signing new contracts, and that it may cause the termination of the contract due to the breaching of the supplier causing the loss of the guarantee of performance of the contract".
- Patrimonial status and declaration of assets and debts legalized by the Professional Association of Accountants with the corresponding waiver, when the term of execution of the contract exceeds one hundred and eighty (180) calendar days.

c) ASSOCIATION OF COMPANIES, TRUST, TEMPORARY JOINT VENTURE (UTE)

If an interested party considers that they can optimize their specialty for the job by linking up with third parties, they can do so in an association of companies or in a joint venture.

If in a Procurement a Bidder participates in more than one bid, none of them will be evaluated. This, however, does not limit the participation of Subcontractors in more than one bid.

The members of the Trust may not assign their rights in the Trust to third parties or to the other members of the Trust without the authorization of the Principal.

Bids submitted by an Association of Companies or a Joint Venture shall comply with the following requirements:

- Attach to the offer the corresponding Contract that binds them as a whole in accordance with the provisions included in Section IV Transitory Unions, Articles 1463 to 1469 of the Civil and Commercial Code of the Nation.
- In the event that the business association is not constituted on the date of submission of the Bid, the members of the business association shall submit a statement whose signatures are certified before a Notary Public (*), which states the name or Corporate Name and the address of those who would make up said association, the model of Contract that they intend to enter into in case of being awarded and the commitment to formalize it before signing the Contract. Failure to comply with this commitment will result in the loss of the Bid Guarantee as a penalty and compensation for the damages caused to the Principal.

The Contracts presented by an Association of Companies or a Temporary Joint Venture shall have a duration equal to that of the work, Service or Supply that constitutes the object, as well as the express provision that all the partners will be responsible to the Principal for the fulfillment of all the obligations arising from the Offer as main obliged, solidary, plain and main payers with waiver of the benefits of division and exclusion.

In the event of submissions made by an Association of Companies or a Temporary Joint Venture already constituted and whose Contract does not provide for liability for the contractual obligations in the terms indicated in this clause, they shall submit together with the offer a document signed by all the members before a Notary Public, declaring that they accept responsibility before the Client for the fulfillment of all the obligations arising from the contract as principal, plain and main payers with waiver of the benefits of division and benefits of discussion, if awarded.



NUCLEOELECTRICA ARGENTINA S.A.

The "notary certification" established for the corresponding documents detailed above, as well as the presentation of the "Funded Debt Detail" as provided in Article 5 of General Resolution 4164-E, will be required when the total amount of the offer exceeds the amount established in Annex "AMOUNTS" hereto.

In order to comply with the provisions of Decree 202/17, they shall submit the 'Affidavit of Interests' taking into account the list of Public Officers and **NASA's** Officers, in accordance with the provisions of current regulations.

The documentation required and necessary to update or complete what is requested in this point will be sent digitally to **NASA** Supplier Registry, prior to the submission of the Bid, preferably through the **NASA** Supplier Portal.

NASA's Supplier Registry will verify on a sample basis the original documents that were submitted digitally.

Failure to submit the original documents required by **NASA** within ten (10) business days will result in the suspension of the company for a period of six (6) months from the date on which the effective suspension is communicated and/or until it is presented. During this time, the relevant supplier will not be able to participate in **NASA's** competitive processes and will not be able to be awarded contracts in which it has already applied.

If **NASA** has evidence that any of the documentation submitted does not comply with the required formalities, the company will not be able to participate in **NASA's** competitive processes and may not be awarded contracts in which it has already been submitted, for a period of six (6) months from the date of notification of the deviation.

If **NASA** has evidence that any of the documentation submitted has been adulterated or fraudulent, the company will not be able to participate in **NASA's** competitive processes for a period of three (3) years from the date of detection and notification of the deviation and may not be awarded contracts in which it has already been applied.

Except in cases where the bidders are natural persons not resident in the Argentine Republic or companies incorporated abroad and the contract is concluded with the foreign company and not with its branch or with any other type of representation in the Argentine Republic. To establish the eligibility and qualification of bidders, the documentation detailed below will be required:

3.7. DOCUMENTS ESTABLISHING THE ELIGIBILITY OF GOODS AND/OR SERVICES AND THEIR COMPLIANCE WITH PROCUREMENT DOCUMENTS

The Bidder shall submit as part of its bid the documentation establishing the origin of all the Goods and/or Services that it intends to supply by virtue of the Contract and its conformity with the documents of the Contract.

The documents proving the origin of the Goods and/or Services shall consist of a declaration annexed to the Price List indicating its origin. In the case of Goods, this will be confirmed by a certificate of origin issued at the time of the contract.

The Goods and/or Services offered shall conform to the standards mentioned in the Technical Specifications. Where no applicable rules are mentioned, the offer shall be on the basis of the most recent version applicable in the country of origin of the Goods and/or Services.

Documentary evidence of the conformity of the Goods and/or Services with the Procurement Documents may consist of printed material, designs and other data, and shall contain:

- a) A detailed description of the essential technical and functional characteristics offered,
- b) A complete and detailed list of all spare parts, special tools, etc. (including their sources of supply and current prices), necessary for the proper and continuous operation of the Goods and/or Services offered for a period to be specified by the Offeror, from the time NASA begins to use them, where applicable; and
- c) A statement demonstrating that the Goods and/or Services substantially comply with the technical specifications required by NASA, specifying, if any, the differences or exceptions with respect to such specifications.

The Bidder shall bear in mind that the standards of manufacture, materials and equipment and the references to marks or catalogue numbers made by NASA in the Technical Specifications are for purely descriptive purposes and non-restrictive.



NUCLEOELECTRICA ARGENTINA S.A.

The Bidder may include in its bid other standards, markings or catalogue numbers, provided that it demonstrates to the satisfaction of NASA that the substitutes are substantially equivalent to or superior to those contained in the Technical Specifications.

Notwithstanding the provisions, it will not be applicable when NASA requires Supplies of specified brand, with clarification that it shall be that and no other.

3.8. BID GUARANTEE

The Bidder shall provide as part of its bid a bid guarantee for an amount equivalent to five percent (5%) of its total bid excluding VAT.

When the quotation is made in foreign currency and the guarantee is expressed in Pesos, its amount will be calculated on the basis of the selling exchange rate "foreign exchange rate" of the BANCO DE LA NACIÓN ARGENTINA in force at the close of the day prior to the date of constitution of the guarantee.

The guarantee is required to protect **NASA** from possible actions by the Offeror that could justify the execution of the guarantee, as specified herein.

The obligation to present a bid guarantee is established when the bid exceeds the amount established in Annex III -AMOUNTS- hereto.

The bid guarantee may be presented in any of the following ways:

- a) Bank Deposit or Bank Transfer in cash in the account Nucleoelectrica Argentina Sociedad Anónima No. 408/52 Official current accounts of the Argentine Nation, branch Plaza de Mayo, Bartolomé Mitre 326 CABA, 2do. Subsuelo.
- b) With a bank guarantee or other bond to the satisfaction of **Nucleoelectrica Argentina S.A.**, the guarantor being constituted as a joint debtor, plain and simple and main payer with waiver of the benefits of division and benefits of discussion under the terms of article 1.583 of the Civil and Commercial Code of the Nation, as well as the benefit of prior judicial interpellation.
- c) With surety insurance, through digital policies approved by the SUPERINTENDENCE OF INSURANCE OF THE NATION, extended in favor of Nucleoelectrica Argentina S.A., and duly certified by a Notary Public.
They shall expressly indicate:
It is hereby stated that this policy is issued in accordance with the provisions of decrees 411/69 and 4294/69. For its purposes, the insurer is constituted as a joint guarantor, plain, plain and main payer of the guarantee provided for in the Bidding Specifications or in the Contract, as applicable, in accordance with the provisions of resolution 17047 of the Superintendence of Insurance of the Nation dated 09/12/1982.
The insurer waives the benefits of discussion and division under the terms of Articles No. 1583, 1584, 1589 and 1590 of the Civil and Commercial Code of the Nation.
It is expressly stated that the Insurer expressly waives the prior judicial demand.
Likewise, NASA's legal address shall be stated in the surety insurance policies, in accordance with the provisions of Annex III -AMOUNTS- hereof.
In the case of electronic policies, notarization will not be necessary.
- d) By allocating credits that the owner or successful bidder has settled and to be collected from NASA, for which purpose the interested party shall submit, on the date of the constitution of the guarantee, the pertinent certification.

When the guarantee has been presented in a defective manner, the Bidder may be notified to correct it within five (5) business days of being notified, in the form of an endorsement or replacement of the guarantee.

NASA may award the object of the procurement to a Bidder that has not submitted the bid guarantee, provided that its bid is technically admissible, the delivery terms are in accordance with the requirements of the Bidding Documents, and that the bid price is fifteen percent (15 %) lower than the next BIDDER whose bid is technically admissible, satisfies the delivery period established in the Specifications and has submitted a bid guarantee. **NASA** reserves the right not to require the bid guarantee in the event that there is only one Bidder and it has not submitted it.



NUCLEOELECTRICA ARGENTINA S.A.

The guarantees corresponding to the bids that are not accepted will be cancelled or returned once the award has been made. For that purpose, **NASA** will notify interested suppliers of the availability of the guarantee for withdrawal.

In cases where, after being reliably notified, the Bidder or successful bidder does not withdraw the guarantees, it may claim its return within a period of one (1) year from the date of notification. Failure to submit the right holder within the indicated period will imply the tacit waiver of the guarantee in favor of **NASA**, the latter, where appropriate, being able to proceed to the destruction of the Surety Policy and/or guarantees presented. The bid guarantees of the Successful Bidders will be cancelled or returned once the Successful Bidders have provided the Guarantee of Faithful Performance in accordance with Section 7.3, in full compliance with **NASA** requirements.

The bid guarantee may be enforced:

- a) if the Bidder withdraws its bid within the period of validity stipulated in Paragraph 3.9 hereof.
- b) in the event that the offer is accepted, if the Offeror:
 - if applicable, does not sign the Agreement in accordance with Paragraph 7.2, or
 - does not provide the Guarantee of Faithful Performance in accordance with Paragraph 7.3.
- c) for any other breach that, in accordance with these Terms and Conditions, may be cause for the execution of the Bid Guarantee.

In cases where no guarantee is presented, and the bidder withdraws the bid out of the term provided for in the terms and conditions, it will cause the suspension of the bidder for a period of twelve (12) months from the date on which the non-compliance is determined, during this time it will not be able to participate in NASA's competitive processes and may not be awarded contracts in which it has already been applied.

In cases of repeat offenses, the suspension of the eligible bidder/supplier will be for a period of twenty-four (24) months from the date on which the non-compliance is determined. During this time, it will not be able to participate in NASA's competitive processes and will not be able to be awarded contracts.

3.9. TERM OF VALIDITY OF THE OFFER

The offer will be valid for sixty (60) days from the date of opening of the bids provided by **NASA**, in accordance with Section 4.1. In the case of Price Contest A, the offer will be valid for thirty (30) days.

Bids whose validity period is less than the required period may be rejected by **NASA** for not complying with the Procurement Documents.

If the Bidder does not reliably express its willingness not to renew the offer at least ten (10) days before the expiration of the term, it will be considered automatically extended for a period equal to the initial period and so on. The Bidder who refuses to accept this provision will not lose the guarantee of its offer, but may be excluded from the Contract.

3.10. BID FORMAT AND SIGNATURE

The bid will be digitally submitted in PDF format and signed by the Bidder or by the officers duly authorized to bind the Bidder, also indicating the corresponding position. This authorization shall be recorded in a Power of Attorney submitted to NASA. The offer shall not contain text between lines, erasures or deletions except when necessary to correct errors of the Bidder, in which case the corrections shall include a saving clause at the bottom of the page and signed by the same person who signed the offer.



NUCLEOELECTRICA ARGENTINA S.A.

3.11 CAUSES FOR INADMISSIBILITY OF THE OFFER

The offer may be declared inadmissible in the following cases:

- a) That it was formulated by people disqualified or suspended from contracting with the National State or with **NASA**.
- b) That it contains conditions.
- c) That contains clauses in contrast to the rules that govern contracting;
- d) That incurs in other causes of inadmissibility that are expressly and fairly provided for in these Specifications.
- e) In the case of suppliers who have committed non-compliance and were temporarily suspended by **NASA's** Supplier Registry.

Inconsequential errors of form shall not be causes for the inadmissibility of the offer.

4. SUBMISSION OF BIDS

4.1. DEADLINE FOR SUBMISSION OF BIDS

Bids will be received by NASA on the Supplier Portal, until the date and time set for the Opening of Bids.

NASA may, at its discretion, extend the deadline for submission of bids by amending the Procurement Documents in accordance with Section 2.3, in which case all rights and obligations of **NASA** and the Bidders will be subject to the new deadline for submission of bids.

4.2. LATE OFFERS

Any bid received by **NASA** after the deadline for receipt will be rejected and/or returned to the Bidder.

4.3. WITHDRAWAL OF OFFERS

Before the deadline for submission expires, the Bidder may withdraw its bid after it has been submitted. For this purpose, it shall previously notify **NASA** of its withdrawal.

No bid may be withdrawn after the aforementioned period. The withdrawal of an offer after this period will result in the execution of the offer guarantee or the suspension of the supplier for twelve (12) months.

5. OPENING AND EVALUATION OF BIDS

5.1. OPENING OF BIDS

At the place, day and time determined to hold the event, the bids will be opened digitally, only in the presence of the officers of NASA sector managing the contract, and where appropriate, NASA authorities who decide to attend, who will be able to verify the opening ceremony.

From the time set as the deadline for the receipt of digital bids, no other bids may be received, even if the opening act has not begun.

If the day set for the opening of bids becomes a non-working day, the act will take place on the following working day at the same time. Only in the case of Public Bidding, bids may be exhibited to the Bidders for a period of three (3) days, counted from the business day following the opening of the bidding. This should not hinder progress in administrative management.



NUCLEOELECTRICA ARGENTINA S.A.

5.2. EVALUATION OF BIDS

NASA will determine whether each bid substantially conforms to the Procurement Documents. For the purposes of this Section, a tender shall be deemed to be substantially in conformity with the Procurement Documents when it satisfies, without significant differences, all the provisions and conditions of such documents.

Arithmetical errors shall be rectified as follows: if there is a discrepancy between a unit price and the total price resulting from multiplying that unit price by the corresponding quantities, the unit price shall prevail and the total price shall be corrected. If the total quoted for each line does not correspond to the unit price, the latter will be taken as the quoted price. In the event that the Bidder does not accept the correction, its bid will be rejected. If there is a discrepancy between letters and figures, the amount expressed in letters shall prevail. Any error reported by the Bidder before the award will result in the rejection of the bid, with the loss of the guarantee.

Any bid that does not substantially conform to the Procurement Documents may be rejected by **NASA**.

The evaluation of bids will be made on a lot-by-lot basis or by combination of lots or for all lots, whichever is most convenient for **NASA**.

For the purposes of facilitating the evaluation and comparison of offers, **NASA** will convert to the legal tender of the Argentine Republic all the prices quoted in the various currencies, using the seller's exchange rates established by Banco Nación Argentina. The rates to be applied will be those corresponding to those of the day prior to the Opening of the Bids.

5.3. COMPARISON OF OFFERS

NASA may waive minor differences in a bid with respect to the Procurement Documents.

Once the adjustment of the bids to the Procurement Documents has been determined, they will be evaluated.

To make the comparison of the quoted prices, **NASA** will calculate all costs, duties and taxes paid or payable for components and raw materials applicable in each of the quotations, in order to obtain the final delivery values at the final destination.

5.4. PRICE IMPROVEMENT AND/OR CONTRACTUAL CONDITIONS

At **NASA's** sole discretion, the bidder whose bid is the most convenient will be asked to formulate, within the period set, an improvement in prices and/or contractual conditions, which shall be sent to the e-mail address indicated in the improvement request, or where indicated by the latter.

This methodology will also be applicable in those cases in which there is equality in the prices offered.

Equality in prices shall be considered when there is a difference of less than FIVE PERCENT (5%) between the best bids of two or more bidders. These proposals will be opened in accordance with the provisions of the corresponding selection procedure.

Silence on the part of the bidder invited to improve its bid will be considered as a manifestation of the maintenance of its original bid.

NASA will determine, to its satisfaction, whether or not the Bidder whose bid proved to be the most suitable is qualified to perform the Contract satisfactorily.

The evaluation will be based on the ability of potential bidders based on the analysis of the required legal, accounting and financial documentation, as well as background, experience and compliance with respect to previous contracts.

5.5. CHALLENGES TO THE AWARD PROPOSAL

In all cases, **NASA** will notify on the **NASA** Supplier Portal or in the Official Bulletin or by e-mail all those suppliers who have submitted an offer resulting from the evaluation carried out.



NUCLEOELECTRICA ARGENTINA S.A.

Only in the case of Public Tenders, the interested parties who wish to challenge it may do so within THREE (3) days of notification. During that period, the digital file will be made available to the bidders for the file review.

In order to make the challenge, the BIDDER shall previously make a deposit in the name of Nucleoelectrica Argentina S.A. equivalent to FIVE PERCENT (5%) of the amount of its offer by making a Bank Deposit in cash on NASA's account No. 408/52 Official current accounts of the Banco de la Nación Argentina - Plaza de Mayo Branch, Bartolomé Mitre 356 CABA – 2do. Subsuelo. This amount will be returned to him if his challenge is successful, remaining under NASA's property otherwise.

5.6. TRANSPARENCY

Any attempt by the Bidder to influence NASA's decisions in evaluating and comparing bids or awarding the Contract may result in the rejection of its bid.

6. AWARD OF THE CONTRACT

6.1. NASA'S RIGHT TO MODIFY THE AMOUNTS AT THE TIME OF AWARDING

NASA, at the time of awarding the Contract, reserves the right to increase up to thirty-five (35) % or decrease by up to ten (10) % the quantity of Goods and Services specified in the Contracting documents, in either case, under the agreed conditions and prices and with adequacy of the respective deadlines by means of a reasoned resolution of the same authority that awarded the Contract. The increase or decrease may affect one, several or all the lines of the Purchase Order or the Contract, as long as the resulting total does not exceed the percentages provided for in this subsection.

6.2. CRITERIA FOR THE AWARD

Unless otherwise established in the Technical Specifications or Particular Conditions, NASA shall, subject to the provisions of Paragraph 6.3, award the Contract on a Lot-by-Lot basis or by combination of Lots, considering the offers of discounts for the award of 2 or more lots, with the proposal that is most convenient for NASA having preeminence.

In the case of the purchase of a good or the contracting of a standardised service or one for common use whose technical characteristics can be unequivocally specified and identified, the most suitable offer shall in principle be understood to be the one with the lowest price.

6.3. NASA'S RIGHT TO ACCEPT OR REJECT ANY OFFER

NASA reserves the right to accept or reject any bid, as well as to declare the Procurement void and reject all bids at any time prior to the award of the Contract, without incurring any liability to the Bidders affected by this decision and/or having the obligation to communicate to them the reasons for NASA's action.

The Bidder shall not be entitled to claim compensation or indemnity for any expenses incurred as a result of NASA's cancellation of the call.

6.4. NASA FACULTY

NASA, through the competent authority, at its sole discretion, may terminate the contracting procedure at any time prior to the conclusion of the contract, without giving rise to any compensation in favor of the interested parties or bidders.

6.5. NOTIFICATION OF THE AWARD

Before the expiration of the period of validity of the bid and within three (3) days of the award act, NASA will notify the selected Bidder by a reliable form that its bid has been accepted.



NUCLEOELECTRICA ARGENTINA S.A.

Once the Successful Bidder has been notified, it will be obliged to comply with the services established in the Purchase Order, as well as to sign the respective Contract, if any.

If the Successful Bidder rejects the Purchase Order, **NASA** may award the contract to the Bidder that follows in the order of merit and so on, without prejudice to the application of the respective penalties and the loss – if applicable – of the bid guarantee.

6.6. DEADLINES

The deadlines during the contracting process will be taken in business days, taking into account the exceptions that are established. The deadlines corresponding to the execution of the Contract will be taken in calendar days.

6.7. NOTIFICATIONS

All communication between **NASA** and the bidders or suppliers, either in the course of the selection procedure or during the execution of the contract, shall be made by e-mail, seeking savings in expenses and speed in the procedures. Publication on **NASA** website (www.NASA.com.ar) is also planned as a means of dissemination.

Bidders shall state in the Bid Form the requested data. For the same purpose, **NASA** will post its contact details in the letter of invitation.

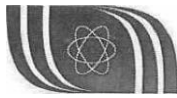
Communications made through **NASA's** Supplier Portal will be subject to the Terms and Conditions set forth therein.

6.8. GLOBAL PACT - SUSTAINABILITY

NASA is a member of the UN Global Pact, the world's largest voluntary initiative for corporate sustainability. In this line, Nucleoeléctrica Argentina is committed to the generation of clean, safe, competitive and efficient energy, which improves the quality of life of the population, respecting human and labor rights, and generating quality employment.

In this sense and taking into account the object of the contract, when it is provided for in the technical specifications, and/or in the event of a tie in bids and the instances of the specifications have been exhausted, at the time of contracting the following may be considered:

- The information available on necessary quantities, expiration dates, storage and distribution conditions, to efficiently take advantage of the contracted element.
- Negative environmental impacts that are transferred from one stage of the product or service life cycle to other. The lowest negative environmental and/or social impact throughout the life cycle should be preferred, promoting the development of innovative and sustainable products and services.
- If the price offered includes a guarantee of a longer useful life of the object of the contract.



NUCLEOELECTRICA ARGENTINA S.A.

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

7. EXECUTION OF THE CONTRACT

7.1. APPLICATION

These General Conditions will be applicable to the extent that they are not modified by provisions in the Specific Conditions of Contract.

7.2. PERFECTING THE PURCHASE ORDER OR CONTRACT

From the moment the Successful Bidder receives notification of the issuance of the Purchase Order or the signing of the Contract, the Contract will be perfected. Once forty-eight (48) hours have elapsed from receipt of the Purchase Order and it has not been objected to, it is considered accepted. From the moment the Successful Bidder receives the Purchase Order, it will have fifteen (15) days to comply with the stamp tax and submit it to **NASA**.

7.3. GUARANTEE OF FAITHFUL PERFORMANCE

Within fifteen (15) days following receipt of the notification of the award or the date of signing of the Contract, the Selected Bidder shall submit to NASA the Guarantee of Faithful Performance of the Contract for an amount equal to ten (10) % of the value of the Contract, VAT excluded, or the amount specified in the Specific Conditions of the Contract.

The amount of the Faithful Performance Guarantee will be payable to Nucleoelectrica Argentina S.A. as compensation for the losses caused by the breach of the Contractual obligations by the Supplier.

The Guarantee of Faithful Performance will be denominated in the same currency as that of the Contract and will be presented in one of the following modalities:

- a) Bank Deposit or Bank Transfer in cash in the account Nucleoelectrica Argentina Sociedad Anónima No. 408/52 Official current accounts of the Argentine Nation, branch Plaza de Mayo, Bartolomé Mitre 326 CABA, 2do. Subsuelo.
- b) With a bank guarantee or other bond to the satisfaction of Nucleoelectrica Argentina S.A., the guarantor being constituted as a joint debtor, plain and simple and main payer with waiver of the benefits of division and discussion under the terms of article 1.583 of the Civil and Commercial Code of the Nation, as well as the benefit of prior judicial demand.
- c) With surety insurance, through digital policies approved by the SUPERINTENDENCE OF INSURANCE OF THE NATION, extended in favor of Nucleoelectrica Argentina S.A., and duly certified by a Notary Public.

They shall expressly indicate:

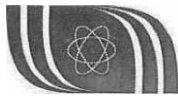
It is hereby stated that this policy is issued in accordance with the provisions of decrees 411/69 and 4294/69. For its purposes, the insurer is constituted as a joint guarantor, plain and main payer of the guarantee provided for in the Bidding Specifications or in the Contract, as applicable, in accordance with the provisions of resolution 17047 of the Superintendence of Insurance of the Nation dated 09/12/1982. The insurer waives the benefits of discussion and division under the terms of Articles No. 1583, 1584, 1589 and 1590 of the Civil and Commercial Code of the Nation.

It is expressly stated that the Insurer expressly waives the prior judicial demand.

Likewise, surety insurance policies shall indicate NASA's legal address, in accordance with the provisions of Annex IV -AMOUNTS- hereof.

In the case of electronic policies, notarization will not be necessary.

- d) By allocating credits that the owner or successful bidder has settled and to be collected from NASA, for which purpose the interested party shall submit, on the date of the constitution of the guarantee, the pertinent certification.



NUCLEOELECTRICA ARGENTINA S.A.

The Guarantee of Faithful Performance will be released by **NASA** within thirty (30) days following the date on which **NASA** issues the corresponding Certificate of Final Receipt in accordance with section 7.6 Reception.

If **NASA** partially performs the Guarantee of Faithful Performance, as set forth in these Terms and Conditions and this would not have led to the termination of the Contract in accordance with Paragraph 7.28, the Supplier shall reconstitute the Guarantee of Faithful Performance up to the original amount within 10 (ten) days of notification.

It will not be necessary to present guarantees in the event of performance of the service within the period of integration of the guarantee, except in the case of rejection of the Supply delivered and/or Service provided. In this case, the period for the integration of the guarantee will be counted from the reliable communication of the rejection and not from the notification of the Purchase Order. The rejected items will remain as a bond and may not be removed without previously integrating the corresponding guarantee.

If the Successful Bidder does not comply with the provisions of this clause, it will constitute sufficient cause for the cancellation of the award and for the execution of the bid guarantee, or suspension of the supplier for twelve (12) months, in which case **NASA** may award the Contract to the Bidder whose bid has been the next most convenient, or make a new call.

Once the Successful Bidder has granted the Guarantee of Faithful Performance in accordance with the foregoing, **NASA** will proceed to return the Bid Guarantee submitted.

At the request of the interested parties, the partial return of the award guarantees may be made in proportion to the part of the contract already fulfilled, for which the replacement of the guarantee to cover the resulting values will be accepted.

In cases where, after notification, the bidder or successful bidder does not withdraw the guarantees, the bidder or successful bidder may claim their return within a period of ONE (1) year from the date of notification. Failure by the holder of the right to submit the it within the period indicated will imply its tacit waiver in favor of **NASA**, and will be accepted by the latter when ordering the patrimonial access of what constitutes the guarantee.

It shall not be necessary to present guarantees in the cases provided for in Article 67 of Nucleoelectrica Argentina S.A Regulations for the Acquisition and Contracting of Goods and Services.

The obligation to present guarantees of faithful performance is established for contracts for amounts greater than that established in Annex III -AMOUNTS- hereto.

In cases where the presentation of a guarantee does not correspond and the supplier fails to comply with the contract, it will cause the suspension of the supplier for a period of twelve (12) months, from the date on which the non-compliance is determined. During this time it will not be allowed to participate in **NASA's** competitive processes and it will not be able to be awarded contracts in which it has already applied.

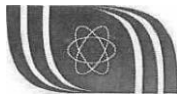
In cases of repetition, the suspension of the eligible bidder/supplier will be for a period of twenty-four (24) months from the date on which the non-compliance is determined. During this time, it will not be able to participate in **NASA's** competitive processes, and it will not be able to be awarded contracts.

7.4. CONFIDENTIALITY OF CONTRACTUAL DOCUMENTS

The Supplier shall not, without the written prior consent of **NASA**, disclose the Purchase Order or Contract or any of its provisions, or any specifications, drawings, designs, patterns, samples or information supplied by or on behalf of **NASA** relating to the procurement to any person except personnel hired by the Supplier for the purpose of performing the services for which it is responsible. What is disclosed to such hired personnel will be confidential and will not exceed what is necessary for the fulfillment of the Contract.

None of the documents or information indicated in Section 2 of the General Tender Specifications will be used for a purpose other than the compliance with the Contract.

The documents referred to in Section 2, with the exception of the Contractual Document itself, shall remain the property of **NASA** and, if required by **NASA**, they shall be returned to **NASA** (in all copies) upon performance of all of the Supplier's obligations in accordance with what was contractually agreed.



NUCLEOELECTRICA ARGENTINA S.A.

The Supplier shall permit **NASA** to inspect its accounts and accounting records relating to the performance of the Contract and their verification by auditors appointed by **NASA**, if required by **NASA**.

All the documentation prepared by the Supplier for the fulfillment of the Contract (drawings, technical specifications, reports, documents, etc.) will become the property of **NASA** once it has been delivered in accordance with the provisions of the contractual documents. In the event that the Supplier is unable to transfer ownership of one or more documents, it shall state the reasons in its Bid in a well-supported manner. The Supplier may not use information acquired as a result of work carried out at **NASA** or make it known in the preparation of documents of scientific, commercial dissemination or of any other nature without **NASA's** prior written consent.

Intellectual creations or developments, whether or not they are subject to intellectual property rights (patents, utility models, industrial models, copyright, etc.) generated within the framework of the contract, will be the property of **NASA**.

The supplier undertakes not to make publications on social networks, media or dissemination channels, which make explicit or implicit reference to the work carried out for Nucleoeléctrica Argentina S.A. without the company's prior authorization.

Any disclosure of information related to the services provided to Nucleoeléctrica Argentina S.A. that does not have its express authorization will be considered as "use contrary to honest commercial uses" under the terms of Act 24.766.

In this sense, in the event of non-compliance with the commitment undertaken in terms of disclosure, the supplier shall pay Nucleoeléctrica Argentina S.A. a sum of FIFTY PERCENT (50%) of the total amount of the contract as a penalty, without prejudice to any other legal remedies that may apply.

7.5. PATENT RIGHTS

The Supplier shall assume all responsibility and shall release **NASA** from liability in the event of claims or actions brought by third parties for infringements of patent, intellectual property, trademark or industrial design rights arising as a result of the use or commercialization of the Goods and/or Services, or part thereof in the Argentine Republic.

In the event that **NASA** expressly notifies the Supplier of infringement of the Intellectual Property Rights, the Supplier will, at its own cost and risk, procure for **NASA** the right to continue using the documents or Supplies or replace them with documents or Supplies that do not breach any right or rule. The Supplier shall hold **NASA** harmless from and against any and all damages, including legal fees and other expenses incurred by reason of legal actions and claims brought by third parties for infringement of Intellectual Property Rights. **NASA** will provide the Supplier with such information as it reasonably requests for the defense of such legal actions and claims.

7.6. RECEPTION

Provisional nature of reception

The reception of the Goods and/or Services will be provisional and the receipts or shipment documents that are signed will be subject to verification and acceptance. The Provisional Acceptance of the Supplies and/or Services will be carried out with their delivery and/or provision in due form in the place indicated in the Terms and Conditions and their acceptance will ultimately be subject to the signing of the Definitive Acceptance certificate.

Deliveries of Goods and/or Services

The Goods and/or Services shall be delivered together with their corresponding shipment document, certificate or equivalent document indicated in the Terms and Conditions, which shall include the date and place of delivery, the description of the Goods and/or Services to be delivered with the details of the quantity, the unit of measurement, the corresponding amounts, the degree of progress, etc. - From that date, provided that a different period has not been established in the procurement documents, **NASA** will have a period of 15 (fifteen) days within which it will proceed to verify compliance with the obligations set forth in the Contract.

Compliance Reception

General Terms and Conditions — Price Competition A, Price Competition B, Private Tender and Public Bidding – Rev. 4



NUCLEOELECTRICA ARGENTINA S.A.

Once the verification of the delivery has been completed, **NASA** will issue the Conforming Acceptance (Certificate of Receipt) which will be communicated by Service Order to the supplier indicating the possibility of submitting the invoice, as well as the corresponding code that shall appear on it to enable its payment. The invoice to be submitted shall be dated considering 15 (fifteen) days from the date of delivery stated in the shipment document, certificate or equivalent document.

In the event of a breach by the supplier that delays the Conforming Acceptance, **NASA** may have a period of 15 (fifteen) days additional to the date of correction of the non-compliance to be able to carry out the Conforming Acceptance.

In the event that **NASA** has made the Conforming Acceptance Receipt after a period of 15 (fifteen) days, due to non-compliance by the supplier, the date of presentation of the invoice shall be immediately after said receipt.

Having elapsed 15 (fifteen) days since the delivery of the Goods and/or Services, in case of silence on the part of **NASA**, the supplier may present the invoice.

In the event that financial advances have been considered in the payment conditions of the Terms and Conditions, the invoices may be submitted immediately after having met the conditions established for their payment.

Final Reception

The Definitive (Final) Reception will take place after completion of all the deliveries agreed in the contract, the full provision of the services has been completed and all the obligations provided for in the Contract have been fulfilled. Once the Final Acceptance Certificate has been issued, the Supplier may request the return of the Faithful Performance Guarantee from **NASA**.

7.7. INSPECTIONS AND TESTS

NASA or its representatives shall be required to conduct inspections to verify compliance with the specifications of the Contract. In the Specific Contract Specifications and/or Technical Specifications, the inspections and tests that **NASA** and the place where they are to be carried out will be specified. **NASA** will notify the Supplier of the identity of any representative designated for these purposes.

Inspections and tests may be carried out at the facilities of the Supplier or its Subcontractor(s), at the place of delivery and/or at the place of final destination of the Goods, in accordance with the Technical Specifications. When they are performed in the Supplier's or its Sub-Contractors facilities, the inspectors shall be provided with reasonable facilities and assistance, including access to drawings and production data, at no charge to **NASA**.

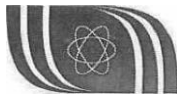
If the Inspected or Tested Goods do not conform to specifications, **NASA** may reject them and the Supplier shall, free of charge, replace or modify them to the extent necessary to conform to the specifications to **NASA's** satisfaction.

The inspection, testing, or approval of the Goods by **NASA** or its representatives, prior to shipment from the country of origin, shall in no way limit or extinguish **NASA's** right to inspect, test, and, where necessary, reject the Goods upon arrival in the country.

The acceptance, inspection, conformity or non-conformity, remarks or comments by **NASA** representatives during the execution of the Contract, may not in any case be understood as release the Supplier from its obligation to adequately perform the tasks undertaken, from its contractual or guarantee obligations.

7.8. PACKING

The Supplier shall pack the Goods in such manner as is necessary to prevent them from being damaged during transport to the final destination indicated in the Contract. The packaging shall be suitable to withstand, without limitation, rough and careless handling during transit and exposure to extreme temperatures, salt and precipitation during transit or storage in open spaces. The size and weight of the packaging shall take into account, where applicable, the remoteness of the place of final destination of the



NUCLEOELECTRICA ARGENTINA S.A.

Goods and the lack of heavy loading and unloading equipment at all points of transit to the place of final destination.

Wood intended for the manufacture of containers or other elements used in the stowage of cargoes in international trade shall comply with the provisions of the International Standard on Phytosanitary Measures (ISPM) 15 of the Food and Agriculture Organization of the United Nations.

The packaging, markings and documents on the outside and inside of the packages shall strictly comply with the special requirements expressly set forth in the Contract and, subject to Paragraphs 3.9 and 3.18, or in any subsequent instructions issued by **NASA**.

It shall be the responsibility of the Supplier that the Goods supplied are well packed and identified in such a way as to allow them to arrive at their destination in their entirety. If the Technical Specifications of the procurement do not indicate the packaging requirements, the Supplier shall ensure that the selected packaging takes into account at least: the characteristics of the product, the means of transport, size and weight of the package, handling methods, whether stacking is allowed, etc. In addition, they shall comply with the requirements of ASTM 3951 "Standard Practice for Commercial Packaging". When it comes to the transport of specific components for use in nuclear power plant systems, the packaging shall comply with the requirements prescribed in ASME NQA - 1 Subpart 2.2 "Quality Assurance Requirements for Packaging, Shipping, Receiving, Storage, and Handling of Items for Nuclear Power Plants."

All Supplies, which, at the request of **NASA**, due to their characteristics, need adequate treatment throughout the transport chain (fragile, that shall be protected from moisture, protected from shocks, etc.), shall have packaging with the appropriate placement of sensors, in quality and quantity, impact, tipping and/or humidity, as the case may be. These sensors, in addition to being properly placed, shall appear and record their description in the packing, commercial invoice and other documents of packing. When it comes to sensitive supplies (materials sensitive to electrostatic charges, blows, overturning), and/or fragile, and the value of the package is equal to or greater than U\$S 30,000, or when **NASA** requires it depending on the supply or in cases where it is indicated in the specific conditions of the specifications or in the Technical Specifications, the respective packaging shall also have impact, tipping and/or humidity sensors which shall appear in the shipping documentation.

Prior to shipment, the supplier shall provide photographs of the supply duly packaged and labelled. The primary responsibility for proper packaging and labeling rests solely with the Supplier.

7.9. DELIVERY AND DOCUMENTS

Delivery times will be computed in calendar days from the day following the date of receipt of the Purchase Order, or from the opening of the respective documentary credit when that form of payment has been agreed, or from the fulfillment of **NASA's** obligations when it has been established.

The Successful Bidder shall deliver the Goods in accordance with the following, provided that the risk shall remain borne by the Successful Bidder until delivery has been completed:

a) For Domestic Supplies:

- Shipment document or invoice of the Successful Bidder with a description of the Goods, quantities, unit price and the total amount;
- delivery note/railway receipt/road transport receipt;
- guarantee certificate from the manufacturer or Supplier;
- when so specified, inspection certificate issued by the authorized inspection entity and inspection report of the Successful Bidder's factory; and certificate of origin.
- Goods of domestic origin or nationalized goods of national or foreign origin will be delivered to the place indicated in these specifications.

b) For Imported Supplies:

Here follows the list of information to be provided by the Supplier:

1. Supplier
2. Product Description
3. Product Condition (New, Used, Refurbished, etc.)
4. Quantity

General Terms and Conditions — Price Competition A, Price Competition B, Private Tender and Public Bidding – Rev. 4



NUCLEOELECTRICA ARGENTINA S.A.

5. Unit (kg/ lts. mts, ...)
6. Unit price FOB value currency of origin
7. Unit price in U\$S
8. Total FOB in U\$S
9. Origin of the product (Country)
10. Point of departure of the product (Country)
11. Technical data of the product for tariff classification (provide brochures in Spanish or, failing that, in English).
12. Tariff Heading
13. Boarding Route
14. Net weight (item per item)
15. Expected shipping date
16. Approximate arrival date

Points 7, 8 and 12 are determined by the Customs Broker and/or the SIM is calculated automatically.

Point 13 should be proposed in the offer and is defined by NASA with the requesting sector.

Points 15 and 16 will be projected by NASA according to the DELIVERY PERIOD provided by the supplier.

Interventions by Third Party Entities

By virtue of the tariff position, the application of National Regulations arises which lead to different interventions of control and authorization of certificates prior to the importation of goods, for example:

- Electrical Safety (Secretary of Industry and Domestic Trade)
- Industrial Safety (Secretary of Industry and Domestic Trade)
- Personal Protection Elements (Secretary of Industry and Domestic Trade)
- Prior Import Authorization of nuclear elements and materials (Nuclear Regulatory Authority)
- Certificate of Origin (Ministry of Economy and Public Works and Services)
- Wood Packaging (SENASA)
- Certification of Lead Content (National Institute of Industrial Technology)
- Trademark Fraud (AFIP/CUSTOMS)
- Asbestos-Free Affidavit (AFIP/CUSTOMS)
- Pre-Import Certificate (SEDRONAR)
- Prior Import Authorization (ANMAT)

For the completion and approval of the certificate, if applicable, the supplier shall provide the necessary documentation to allow **NASA** to carry out the transitions with the intervening agency.

Unless otherwise stated in these Specifications, the quotation will be according to INCOTERMS standards in force. The INCOTERMS modality will be indicated by **NASA** in the Terms and Conditions when it requires a specific INCOTERMS condition. The packaging shall be in accordance with Paragraph 3.8 and applicable INCOTERMS.

In order to determine the cost of transportation in charge of **NASA**, the Bidder, together with its quotation, shall indicate the following for the Supplies quoted:

- Number of packages
- Dimensions of each package
- Gross and net weight of each package

It shall also be indicated, if applicable: IMO/IMCO, IATA (DANGEROUS GOODS-MERCHANDISE) classification, Number of UNITED NATIONS and Commodities for the type of merchandise involved.

The Supplier will send the following documents to NASA by mail:



NUCLEOELECTRICA ARGENTINA S.A.

1. Prior to shipment: a copy of the proforma invoice shall be provided, clearly referencing:

- a) The Purchase Order number (The number that is on the box, on the upper right-hand corner of the purchase order shall be indicated),
- b) Its Purpose, (Description of the Supply / Service. Warning **NASA**, in the event that there are used or refurbished supplies)
- c) File Number

Likewise, the invoice shall contain: unit and total prices, agreed INCOTERMS delivery condition, established method of payment, and Affidavit, as follows:

"We declare under oath that all the data contained in this invoice is the true reflection of the truth and that the prices indicated are those really to be paid".

"Likewise, we declare that there are no agreements that allow alterations of these prices".

After the proforma invoice has been verified by the Customs Broker designated by NASA, the final invoice, in addition to containing the aforementioned data, shall be signed by the exporter's authorized representative.

Together with the aforementioned proforma invoice, it is requested to provide the respective packing in Spanish or English, with details of the Supply or Service, weight and measurement of the package(s). In every necessary cases, they shall accompany brochures or technical specifications of the Supply, also at the request of the Customs Broker designated by **NASA**, they shall provide the necessary certificates required by the Argentine Customs and whose contribution is the responsibility of the seller, such as: composition of the material, brand, origin, etc. In cases where the Technical Specifications require process certificates, quality certificates, release protocols, as an applicable technical condition, compliance with them will be a necessary and inexcusable condition for the shipment and subsequent acceptance of the Supply and/or Service. If the documentation is not accompanied in a timely manner in accordance with **NASA**, the dispatch will not be authorized, and the Successful Bidder will be responsible for any delay or failure to comply with the deadlines.

2. Post-shipment: A complete set of shipping documentation is requested to be sent to **NASA** by certified mail to:

NUCLEOELÉCTRICA ARGENTINA S.A.,
GERENCIA DE ABASTECIMIENTO Y CONTRATACIONES,
Francisco Narciso de Laprida 3163 5° Piso - Villa Martelli –
Provincia de Buenos Aires
REPUBLICA ARGENTINA.

Likewise, when dealing with Purchase Orders for imported Supplies **payable by Wire Bank Transfer**, the Supplier agrees to advance a set of proforma invoices to **NASA** prior to shipment for customs review. After having **NASA** agreement, the Supplier shall send the invoice to **NASA** – Gerencia de Administración y Finanzas, Francisco Narciso de Laprida 3163 6° Piso, Villa Martelli, Provincia de Buenos Aires, for the implementation of the respective payment.

The Customs Broker will be appointed by **NASA** and the Customs Broker will appoint the Customs Agent.

3. Original documentation:

- By sea: the Supplier shall send the original documents (invoice, bill of lading, certificate of origin, etc.) via courier, prior to advance them via mail. Payments will be made as contractually stipulated and in accordance with the documentation required in the Documentary Credits, if this is the applicable means of payment.
- By air: the original documentation shall accompany the loading/shipment, and the Supplier shall advance the documents via mail. Payments will be made as contractually stipulated and in accordance with the documentation required in the Documentary Credits, if this is the applicable means of payment.



NUCLEOELECTRICA ARGENTINA S.A.

For both air and sea shipment, the shipment documentation, in particular bill of lading and/or air waybill, commercial invoice, shall be adjusted to the conditions established for its collection in the letter of credit, in order to avoid bank discrepancies.

- copies of the shipping list, indicating the contents of each package;
- insurance certificate, where applicable;
- guarantee certificate from the manufacturer or Supplier;
- inspection certificate issued by the authorized inspection entity and/or inspection report of the Supplier's factory; and
- certificate of origin,

The documents listed shall be received by **NASA** at least one week prior to the arrival of the Goods at the airport/port of shipment at origin; if they are not received, the Supplier will be responsible for the expenses that this causes.

7.10. DEFINITIVE AND/OR TEMPORARY IMPORTS

When items are sent for consumption in the Argentine Republic (Definitive Import), and/or items that shall be re-exported from it (Temporary Import), they shall be packed in separate packages and a Commercial Invoice shall be prepared for each type of destination, whether definitive or temporary. .

Separate shipments shall be made (one for Definitive Importation and one for Temporary Importation).

The Supplier shall wait for **NASA**'s instructions to proceed with the effective delivery of the supply to the designated forwarder.

If the Supplier proceeds to deliver the cargo on its own account, without authorization from **NASA**, it will constitute a breach of the Contract and shall compensate for the damages caused, since the delivery to the designated agent has occurred. The Supplier shall also indemnify **NASA** if it decides on its own account and without **NASA**'s instructions, to ship the supply through third-party agents, airlines or shipping companies.

7.11. SHIPPING NOTICE

All communications that correspond to each shipment shall always be made by the Successful Bidder with a Customs Broker designated by **NASA**.

The Successful Bidder will refrain from shipping any material until it has the authorization of **NASA** directly. This condition is of inexcusable compliance.

Failure to comply with the above will imply the direct responsibility of the Supplier for all arising costs, which will be automatically debited.

7.12. SAFETY STANDARDS

The Bidder shall indicate, if necessary, the safety, physical and/or radiological standards that will govern the supply, attaching a copy of them in each case.

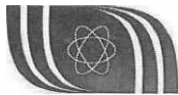
7.13. REQUIREMENTS FOR THE EXPORT OF SUPPLIES TO THE ARGENTINE REPUBLIC

The Bidder shall explicitly indicate in its Bid, the list of all permits and authorizations that are required for the departure of the supply from the country of origin and/or its point of departure to the Argentine Republic. It will also make an estimate of the time it will take to process permits and authorizations. If no permission is required, it shall be indicated in the Offer as follows:

"REQUIREMENTS FOR THE EXPORT OF SUPPLIES TO THE ARGENTINE REPUBLIC: DOES NOT APPLY"

It will be the responsibility of the Supplier to comply with the requirements that allow the export of the supply to the Argentine Republic.

General Terms and Conditions — Price Competition A, Price Competition B, Private Tender and Public Bidding – Rev. 4



NUCLEOELECTRICA ARGENTINA S.A.

If the Supplier incurs in an erroneous declaration of the supply due to an omission, and that this causes **NASA** a customs penalty, the Supplier or its local representative in Argentina assumes to compensate **NASA**, and to be responsible for the damages resulting from any erroneous declaration that is attributable to the Supplier, of the documentation and/or declarations made by the Supplier on the commercial invoice, packing list or any other document issued by the Supplier.

NASA may request clarifications from time to time.

If it is necessary to obtain permits and authorizations, the Supplier, upon being awarded the supply, once notified, shall initiate without delay the corresponding procedures to obtain them in order to avoid possible delays.

Once the procedure is completed, the original documents or copies authenticated by the corresponding Argentine Consulate of the necessary permits and authorizations will be delivered to **NASA**. This will be a necessary condition for the Purchase Order to become effective.

If after the deadline for obtaining the necessary authorizations and permits indicated by the Bidder have not been obtained, **NASA** may, at its discretion and based on the information and documentation attached by the Bidder, grant an extension of the term or cancel the award made, and if deemed appropriate, award to another of the companies that have submitted bids.

7.14.INSURANCE

The Successful Bidder will have all the insurances detailed below, on its account and charge, endorsed and with rights transferred in favour of **NASA**, the insurances being included in the prices established in the quote.

The Successful Bidder undertakes to take out the insurance provided for under the conditions established in this Contract. The insurance Contracts to be taken by the Successful Bidder will be available to **NASA**, which may reject them for duly substantiated reasons and require proof of their validity. The insurance to be contracted by the Successful Bidder shall provide that the Insurance Company shall notify **NASA** twenty-four (24) hours in advance of any modification, decrease, cancellation of basic values, cancellation or non-renewal of the policies contracted. In the event that the insurance company does not comply with this requirement, **NASA** will have the right to address the Successful Bidder in the event of a claim for the payment of the amounts of the corresponding insured claims.

The Successful Bidder shall be responsible, regardless of the established coverage, for the payment in the event of a loss for the damaged Supplies and Services. In the event of accidents, **NASA** may require the Successful Bidder to pay the corresponding amounts as compensation, for the purpose of carrying out the effective replacement of the damaged materials, equipment, instruments or apparatus. **NASA** may decide to transfer this obligation to the Successful Bidder. **NASA**, in collaboration with the Successful Bidder, will act with the greatest diligence in the procedures that may be necessary in the event of accidents, losses and/or damages. The Successful Bidder, through **NASA**, may take all the necessary steps to receive the compensation to which it is entitled, and shall collaborate diligently in all matters related to this Section.

The Successful Bidder shall notify **NASA** of any accident within twenty-four (24) hours of its occurrence.

In the event that the Successful Bidder carries out Works in its own facilities during the contractual term, it will guarantee **NASA** its compliance with social welfare, Labor, Health and Safety at Work Legislation, with respect to its personnel. It will also ensure **NASA** compliance with such laws by its Subcontractors.

The Successful Bidder shall indemnify **NASA** from any judicial or extrajudicial claim or claims of any kind that may arise from the failure of the Successful Bidder or its SUBCONTRACTORS to comply with Labor, Social Welfare or Occupational Health and Safety Laws for work accidents or for compensation thereof, either according to the Occupational Accidents Legislation or the provisions of the Codes in force, regardless of whether the claims and lawsuits are filed by personnel of the Successful Bidder, its Subcontractors or third parties.

a) Insurance for Manufacturing and Transformation and/or Construction and/or Assembly and/or Storage of Elements Owned by **NASA**:

l) From the collection of materials in the plant and to the acceptance of the contract, the insurance of the Successful Bidder shall cover the risks of:

- FIRE (lightning, explosion, tumult, strike, lock-out, vandalism and guerrilla warfare, impact of aircraft, cargo and/or cargo vehicle), including the risks of cyclone and/or tornado.

General Terms and Conditions — Price Competition A, Price Competition B, Private Tender and Public Bidding – Rev. 4



NUCLEOELECTRICA ARGENTINA S.A.

- THEFT (including infidelity of own staff)
- FLOOD AND EARTHQUAKE
- ACTION OF RODENTS, INSECTS, GERMS, MOULD OR WEAR, if applicable.
- IMPACT OF CRANES AND/OR THEIR LOADS AND FALLS OF OTHER ELEMENTS
- LACK OF CUSTODY AND ABANDONMENT

II) The insured amount for the policy shall take into account the effective replacement amount at the time of actual delivery of the Supplies to **NASA**, the loading and unloading of the means of transport and the freight. This insured amount shall be increased by FIFTEEN PERCENT (15%).

b) Transport Insurance:

I) Land

- This insurance shall cover the risks of collision, fire and/or overturning of means of transport, including the risks of wetting, contamination with another load, theft, pilfering and/or misdemeanor of delivery, breakage, loading, unloading, armed robbery and disappearance, strike, and civil commotion.

II) Maritime – River

- River transport insurance shall cover the risks of shipwreck, collision, fire and/or stranding, including the risks of theft, pilfering and/or non-delivery, wetting, contamination with other cargo, breakage, loading and unloading and also the risks of strike, tumult, and civil commotion.

The insured amount for the transport policy of Paragraph b) of this section shall take into account the effective replacement amount at the time of delivery of the supply to **NASA**, the loading and unloading of the means of transport and freight, plus fifteen percent (15%).

7.15 FREE ACCESS

The Supplier shall ensure that the inspection designated by NASA provides free access to its facilities as well as those of its Sub-Suppliers. In this regard, the Offer shall indicate the origin of the Supply, the address where it will be manufactured and the acceptance of free access to the factory in relation to the supply to be acquired.

7.16 SERVICES TO BE PERFORMED BY NON-RESIDENT PERSONNEL IN ARGENTINA

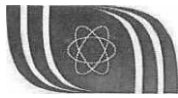
In the event that the provision of the service requires personnel who do not reside in the Argentine Republic, the Provider will be responsible for obtaining the temporary residence visa in Argentina for the aforementioned personnel. It will be processed at the Argentine Consulate of the country of origin, for the period necessary to cover the Services in question, and all the corresponding costs and other charges will be borne by the Supplier.

7.17. ENVIRONMENTAL MANAGEMENT - REQUIREMENTS FOR CONTRACTORS AND SUPPLIERS

ENVIRONMENTAL MANAGEMENT FOR ON-SITE ACTIVITIES

NASA maintains a certified Environmental Management System (EMS – [SGA *Spanish Initials*]) that complies with the requirements of ISO 14.001 standard, therefore the successful bidders - and through them, their eventual Subcontractors or Suppliers of Goods and Services, shall comply with the guidelines of the regulations corresponding to the EMS of Nucleoeléctrica Argentina S.A (**NASA**); the one that may eventually replace it and be used by **NASA** in the future and the additional conditions that are indicated in this regard in the Specific Conditions and/or Technical Specifications.

The contractor and subcontractors shall comply with the legislation in force at the time of signing the contract, as well as any new applicable regulation that may be approved or revised during the term of the contract and ensure that the workers or collaborators in charge are aware of it and comply with it.



NUCLEOELECTRICA ARGENTINA S.A.

The Successful Bidder shall record its adherence to **NASA's** Environmental Policy and designate a person responsible for ensuring compliance with the applicable requirements of **NASA's** EMS and compliance with the additional requirements set by the site's Environmental Management Sector.

The successful bidder will arrange for NASA to carry out its functions without inconveniences and with the greatest efficiency. **NASA** will have, at all times, free access to the work site, warehouses, facilities, offices and documentation, either from the contractor or from its Subcontractors, Companies or other related entities (if any). In addition, they shall keep environmental licenses and permits available, which may be requested by **NASA** when it deems it appropriate.

During the provision of the service, the Successful Bidder shall submit to the supervision of the personnel and the work area, allowing inspections, audits, evaluations and verifications corresponding to the EMS.

The contractor and subcontractors are responsible for the acts of the workers or collaborators, as well as for any civil or criminal consequences arising from non-compliance with environmental regulations. The successful bidder, within **NASA** facilities, will maintain order and cleanliness during the development of any activity related to the contracting and will be subject to the conditions of environmental protection to prevent or reduce undesired effects, in accordance with the criteria indicated in **NASA** procedures and documents.

NASA reserves the right to request the permanent presence of the contractor's environmental representative if the work could result in a significant environmental impact.

The person/s in charge designated by the contractors and subcontractors shall make their legal and/or private address and telephone number known to **NASA** environmental representative, in order to be called in the event of an emergency.

The successful bidder, and its eventual subcontractors, prior to the commencement of activities, shall:

- Sign and deliver the DECLARATION OF ADHESION to **NASA's** Environmental Policy.
- Identify, evaluate, and report the Environmental Aspects and Impacts of its activities, in accordance with the criteria indicated in **NASA's** procedures, for inclusion in **NASA's** list of Environmental Aspects and Impacts.
- Identify and report the waste that will be generated.
- Prepare and report on a management plan for hazardous/special and non-hazardous waste, including its final disposal.
- Make and report a list of hazardous chemicals and handling/storage instructions.
- Identify effluents, type, production, and treatment.

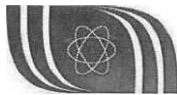
The Successful Bidder, and its subcontractors, shall, during the course of the contract:

- Record and periodically report the amount of waste generated during the contract.
- Monitor the environmental conditions of the soil at the site of the workshop during the execution of the contract, and remedy its initial condition at the end of the contract.
- Declare any event that produces modifications/damage to the environment in accordance with the criteria indicated in **NASA** procedures.
- Use the same regulations that govern the site regarding the transport, storage and use of hazardous substances.
- Train personnel on topics related to **NASA's** EMS.
- Comply with the remarks, requirements or sanctions made by the National, Provincial and/or Municipal Authorities and Control Bodies.
- Be obliged to inform **NASA** of accidents and anomalies that may occur during the performance of their work (spills, dumping, etc.).

CHEMICALS

The Successful Bidder, during the development of any activity related to the contract, shall obtain the due authorization for the entry of chemical products into **NASA** facilities.

The handling, storage, use, transport and disposal of chemical products shall be carried out in accordance with internal procedures and applicable regulations, aimed at avoiding accidents and reducing the consequences of any incident.



NUCLEOELECTRICA ARGENTINA S.A.

The Successful Bidder shall have an area for the storage of chemical products that is appropriate and safe for the environment and workers.

This storage area shall only be intended for such purposes, under the conditions appropriate to the characteristics of each substance and shall be identified in accordance with the specific rules. It shall contain the corresponding signage and safety data sheets for each product stored within the reach of the personnel.

All chemical products shall be in appropriate containers and labeled with the name of their contents and other information in accordance with current legislation.

INTERNAL WASTE MANAGEMENT

The Successful Bidder shall determine - within its workshop and in its activities within the site - the space for the collection and conditioning of waste, considering the legal regulations and the internal procedures of the site that regulate this activity; it shall be separated from the storage space for raw materials and equipment.

The waste produced during the execution of the works is collected, packaged, labeled and stored in suitable containers for subsequent transfer to the temporary deposit that has been agreed with the Environmental Management sector of the site. The containers and their labels for the collection of waste shall comply with the indications of the internal procedures.

The Successful Bidder shall maintain optimal hygiene and safety conditions at all times throughout the work environment, particularly in the waste collection sectors. They shall carry out the differentiated classification and segregation of waste at source and as established in each facility, with each contractor being responsible for the collection and disposal of the waste it generates.

ENVIRONMENTAL MANAGEMENT FOR OFF-SITE ACTIVITIES

NASA maintains a certified Environmental Management System (EMS) that meets the requirements of ISO 14.001 Standard; therefore, the Successful Bidders shall comply with additional conditions that are indicated in this regard in the Specifications and/or in the Technical Specifications.

The Successful Bidder shall comply with all current environmental legislation.

In case that **NASA** deems it necessary, during the provision of the Service and the receipt of Goods, the Successful Bidder shall allow inspections, audits, evaluations and environmental verifications.

For the purpose of compliance with the present section, **NASA** will require the successful bidder to sign the "Declaration of Adhesion" "ANNEX III - Specifications and Specific Conditions".

7.18. OPTION IN FAVOR OF NASA

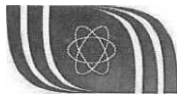
NASA may increase the total awarded up to thirty-five (35) % or decrease it up to 10% of its assigned value under the agreed conditions and prices and with adaptation of the respective deadlines. The increase or decrease may affect one, several or all the lines of the Purchase Order, as long as the resulting total does not exceed the percentages indicated above.

In the case of services, **NASA** will have the right to extend the provision of the same, with the modifications that have been introduced in accordance with subsection a) of Article 48 of the Regulations for the Acquisition and Contracting of Goods and Services, or without them, for a period equal to the contractual term up to a maximum of one year. **NASA** may make use of this option within a period of up to THREE (3) months after the end of the Purchase Order and/or Contract.

7.19. SPARE PARTS

The Supplier shall maintain sufficient inventories to ensure immediate Supply of the most common spare parts and consumables. Other spare part components will be supplied as soon as possible, but in any event within six (6) months of the placement of the Purchase Order.

General Terms and Conditions — Price Competition A, Price Competition B, Private Tender and Public Bidding – Rev. 4



NUCLEOELECTRICA ARGENTINA S.A.

As specified in the Specific Conditions of the Contract or Technical Specifications, the Supplier may be required, in the event of ceasing the production of spare parts:

- advance notice of ceasing production, well in advance, so that **NASA** can purchase the quantities it needs; and
- designs, drawings and specifications of the spare parts, upon request and at no cost to **NASA**, once manufacturing has been ceased.

7.20. GUARANTEE OF GOODS AND SERVICES

Supplier shall further guarantee that all Goods and Services supplied under the Contract shall be free from defects attributable to the design, materials, or manufacturing process (unless the design and/or materials are indicated in **NASA's** specifications) or to any act or omission of the Supplier that may occur in the normal use of the Goods under conditions prevailing in the Argentine Republic.

The guarantee shall remain in force for the period stipulated in the Technical Specification or, failing that, it shall not be less than twelve (12) months from the date on which the Goods and/or Services have been received in conformity in whole or in part and put into use, where applicable.

NASA shall expressly notify the Supplier of any claims arising under this guarantee. The Supplier shall repair or replace, within five (5) days of receipt a notice and not otherwise stated in the Technical Specifications, defective Goods in whole or in part, at no cost to **NASA**. All costs and/or expenses caused by changes, rejections or shortages of Supplies or Services caused by non-compliance or failures of what was requested, will be borne by the Supplier and or manufacturer. The guarantee period will be automatically suspended with the notification of the claim expressly by **NASA**. The restart of its calculation will begin once the claim has been solved and by express notification from **NASA**.

If the Supplier and/or Manufacturer, after having been notified by **NASA**, does not remake or correct the defects of the Goods and/or Service provided in a reasonable time, **NASA** may at its sole discretion have the same corrected or redone by a third party, all costs incurred being borne by the Supplier. **NASA** may execute the Guarantee of Faithful Performance of the Contract. This is without prejudice to the other rights that **NASA** has by virtue of the Terms and Conditions.

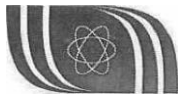
7.21. BILLING AND PAYMENT

"The successful bidder shall submit to **NASA** invoices describing, where applicable, the Goods delivered and the Services performed, shipping documents in accordance with Paragraph 7.9, and after having performed other obligations as may be set forth in the Purchase Order or the Contract.

The invoicing of the Goods to be imported will have the following characteristics:

The Original Commercial Invoice of the Supplier will be the only document that will be taken as the basis for determining the value of the transaction within the framework of the GATT Value Agreement and it shall contain the following data:

- Identification with the legend 'Original Invoice' or its equivalent in other language or, if it does not contain said legend, contain indubitable characters or conditions from which it can be seen that it is original.
- Order number assigned by the Seller.
- Place and date of issuance of the Commercial Invoice.
- Name and/or company name and address, of the Seller and NASA
- Quantity of the merchandise sold: with indication of the unit of measurement invoiced, for each item.
- Name and description of the main characteristics of the merchandise, for each item, including Make, Model, and State of Use. The year of manufacture shall appear on used elements.
- Unit price of each item and total price (regardless of whether it is fractioned in the Purchase Order).
- Detail of the merchandise included in each package (Packing List), highlighting whether it is used or reconditioned.
- Transaction currency.
- Agreed INCOTERMS clause.
- Country of origin of the goods.



NUCLEOELECTRICA ARGENTINA S.A.

- Point of departure of the merchandise.
- The billing shall be divided considering the country in which the service is performed.
- Language: It shall be written in Spanish and/or English. In case of using a language other than Spanish, Argentine Customs may require the presentation of an official legalized translation.
- Form and conditions of payment agreed: advance or deferred.
- Affidavit:
"We declare under oath that all the data contained in this invoice is the true reflection of the truth and that the prices indicated are those actually to be paid".
"Likewise, we declare that there are no agreements that allow alterations of these prices".
- Estimated date of shipment (Indicate the deadline with respect to the date of shipment - days, months, etc. after payment).
- Percentage of the invoice of the total amount of the Purchase Order (even if it is 100%)

Note: it is suggested not to indicate the due date of the invoice, preventing the paying financial institution from rejecting the presentation of the invoice.

The invoice shall be accompanied by a copy of the Purchase Order and/or Contract duly stamped at the time of submission in compliance with the provisions of Paragraph 7.34.

a) Payment of Imported Goods and/or Services:

Payment will be made through the bank designated by the Successful Bidder.

When, for reasons attributable to the Supplier, the payment should be modified, the resulting expenses and/or costs will be borne by the Supplier.

Payment of 100% of the amount of the Purchase Order, in the quoted currency, in accordance with the provisions of the current legislation, upon delivery of the shipping documentation and any other document required in the documented credit and/or other document required in the Technical Specification or Specific Conditions.

At **NASA's** Only option, payments will be made by Bank Transfer.

b) Payment of Goods and/or Services of domestic origin:

Unless other term is indicated in the Terms and Conditions, they shall be made in local currency within a period of 15 (fifteen) calendar days from the date of presentation of the invoice, provided that the Goods delivered and/or the Services rendered have been accepted and certified by **NASA**. The invoices shall be submitted to the place indicated in the Purchase Order.

Payments will be made by Bank Transfer or check issuance, as defined by **NASA**.

7.22. ORDERS OF CHANGE

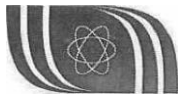
NASA may, at any time and by express order notified to the Successful Bidder pursuant to Section 6.7, make changes within the general framework of the Contract in one or more of the following respects:

- designs, drawings or specifications, where the Goods to be supplied under the Contract are to be specially manufactured for **NASA**;
- method of shipment;
- place of delivery; or
- Services to be provided by the Successful Bidder.

If any of these changes would cause an increase or decrease in the cost to the Successful Bidder of a change in the performance of the Contract, the Successful Bidder shall request the adjustment in accordance with this clause within thirty (30) days of the date on which it receives the order of change. **NASA** will subsequently evaluate the relevance of such an adjustment request.

7.23. MODIFICATION OF THE CONTRACT

Subject to the provisions of Section 7.22, any variation or modification to the terms of the Contract shall be effected by means of an amendment signed by the parties, Addendum to the applicable Purchase Order, or amending Purchase Order.



NUCLEOELECTRICA ARGENTINA S.A.

7.24. PRICE READJUSTMENT

NASA may readjust the prices of Purchase Orders and/or Contracts for services, works, or provision of supplies, when this option has been provided for in the Specific Terms and Conditions. The Specific Terms and Conditions may also provide for the methodology of Provisional Readjustments.

7.25. SUBCONTRACTING AND ASSIGNMENT

Subcontracting: The Contractor may not subcontract all of the Works. Except where otherwise provided for in the Contract, the Contractor shall not subcontract any part of the works without the prior written consent of **NASA**. The Contractor's suppliers who supply materials, equipment or labour at the site shall be deemed to be Subcontractors.

Consent shall not relieve the Contractor of its responsibilities and obligations arising from the Contract, and shall be liable for the acts, breaches and negligence of any Subcontractor, its agents, employees and workers as if they were its own.

The Contractor undertakes to hold the Client harmless from any claim and/or action that may be brought against it by any of its employees, agents or Subcontractors, or the employees or agents of such Subcontractors, and any other action for the collection of sums of money or indemnity for damages, whatever their nature, and shall immediately and at the first request of the Client disinterest said Subcontractors, employees or agents.

In the event that the Contract is terminated for any reason, the Contractor shall assume exclusive responsibility towards its Subcontractors for the consequences of the termination of the subcontracts or Supply Contracts that it has made.

Assignment: The Contractor may not assign in whole or in part its obligations under the Contract, except with the prior and express consent of the Client and under such conditions as the Client may determine.

7.26. DELAYS IN COMPLIANCE BY THE SUPPLIER

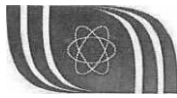
The Supplier shall deliver the Goods and/or perform the agreed services within the time limits set in accordance with the schedule specified by **NASA** in the List of Goods and/or Services.

An unjustified delay in the Supplier's performance of its delivery or performance obligations shall render it liable to any or all of the following penalties: enforcement of Performance Guarantees, imposition of liquidation of damages, delays, and/or termination of the contract for non-performance.

If, at any time in the course of the performance of the contract, the Supplier or its subcontractor(s) are in a situation not attributable to them that prevents the timely delivery of the goods or services, the Supplier shall immediately notify **NASA** of the delay, its expected duration and its cause(s). **NASA** will, as soon as practicable after receiving the notification, evaluate the situation and may, at its discretion, extend its term of performance, in which case, the extension will be ratified by the parties by amendment to the contract.

Before expiring the extension period that has been agreed, the successful bidder may request the reinstatement of the Contract for the part not fulfilled. This reinstatement may be granted only once upon payment of a fine equivalent to ten percent (10%) of the amount of the Contract to be reinstated. A reinstated Contract shall be fulfilled within the same terms and conditions stipulated in the Specifications.

Once the term of performance of the Contract, its extension or, where appropriate, the reinstated Contract has expired, without the goods being delivered or the services provided in accordance with the Contract, **NASA** will terminate the Contract without the need for judicial or extrajudicial demand, with loss of the Guarantee of Faithful Performance of the Contract, without prejudice to the Supplier being liable for the damages suffered by **NASA** as a result of the execution of a new Contract with the same purpose. The termination of the Contract and the consequent loss of the Guarantee of Faithful Performance of the Contract may be total or partial, affecting in the latter case the unfulfilled part of the Contract.



NUCLEOELECTRICA ARGENTINA S.A.

7.27. PENALTIES FOR DELAY

Without prejudice to the provisions of the Particular Conditions of Contract or the Technical Specifications in accordance with Paragraph 7.29, if the Supplier fails to supply the Goods or Services, in whole or in part, within the time specified in the Contract, **NASA**, without prejudice to the other remedies available to it under the Contract, may deduct from the price of the Goods as a penalty a sum equivalent to half a percent (0.5%) of the price at the point of delivery of the Goods not delivered or of the Services not rendered, for each week of delay until the delivery or provision takes place, up to a maximum of ten percent (10%) of the price of the Goods or Services delayed. Upon reaching that maximum or if **NASA** considers that the Supplier is unable to perform the delivery of the Supplies or render the service, **NASA** may terminate the Agreement in accordance with Paragraph 7.28.

7.28. TERMINATION FOR NON-COMPLIANCE

NASA may, without prejudice to any other remedies it may have in the event of a breach of the Contract by the Supplier, terminate the Contract in whole or in part by express notice to the Supplier if :

- a) The Successful Bidder fails to deliver any or all of the Goods and/or Services within the term(s) set forth in the Contract, or as extended by **NASA** in accordance with Paragraph 7.26; or
- b) The Successful Bidder fails to perform any other of its obligations under the Contract.
- c) The Successful Bidder has, in **NASA's** judgment, employed corrupt or fraudulent practices in competing for or in the performance of the Contract.

If **NASA** terminates the Contract for breaching in whole or in part in accordance with the foregoing, it may procure, on such terms and in such manner as it deems appropriate, Goods and/or Services similar to those not supplied and the Supplier shall be responsible for any additional costs. However, the Supplier shall continue to perform the obligations of the Contract not affected by the termination.

NASA may terminate the Contract on the grounds of insolvency at any time upon notice to the Supplier, without any indemnity to the Supplier, if the Supplier is declared bankrupt or insolvent, provided that such termination shall not harm or affect any right of action or remedy that **NASA** has or may have .

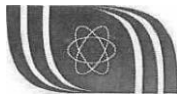
7.29. FORCE MAJEURE

The events of Fortuitous Event or Force Majeure will be those taken into account in Articles 1730 and 1733 and concordant of the Civil Code, with the scope established by the doctrine and jurisprudence dominant in the Argentine Republic. Acts of God or force majeure shall not be considered to be actions of nature which, taking into account the climatic and geographical characteristics existing in the area where the Supplier's plant or factory where the Supplies will be produced, an experienced Contractor could reasonably foresee or avoid.

Failure of one of the Parties to perform any of its obligations under the Contract shall not be deemed to be a breach of the Contract or negligence where such breach is due to a Force Majeure event, and provided that the Party affected by such event has taken all reasonable precautions, paid due care and taken the foregoing alternative measures in order to comply with the terms and conditions of the Contract.

Neither Party shall be deemed to be breaching a Contract if its failure or delay in performance of any obligation is due to a cause beyond its reasonable control ("Force Majeure") including, but not limited to, acts of national, civil, or military authority, civil commotion, war (declared or undeclared), strike, lockout and other labour disputes, fire, floods, sabotage, earthquake, storm, epidemic or pandemic and in particular as a result of measures taken to prevent the spread of COVID-19 and/or any other virus, such as travel restrictions and/or flight cancellations; trade restrictions ordered by government authorities, especially the arrival of merchandise by any means of transport from regions affected by said pandemic; closure of plants, factories and/or workplaces due to pandemic cases.

The Party affected by a Casualty or Force Majeure event shall continue to exercise its obligations under this Agreement whenever reasonably practical and shall take all reasonable steps to mitigate further adverse consequences.



NUCLEOELECTRICA ARGENTINA S.A.

The Party affected by a Force Majeure or Casualty event shall notify the other Party of such event, as soon as possible and - in any event and at the latest - 3 (three) days after the occurrence of the event, providing evidence of the nature and origin of the event. Likewise, it will expressly notify about the normalization of the situation as soon as possible.

If a circumstance considered a Fortuitous Event or Force Majeure arises after the Contract has been entered into in such a way that either of the Parties could not comply with a substantial part of its contractual obligations for a period of more than 60 (sixty) days, the affected party may request the suspension of the Contract.

When the suspension of the Contract exceeds 180 (one hundred and eighty) days, the Parties will be relieved of its subsequent compliance .

7.30. TERMINATION FOR CONVENIENCE

NASA may at any time terminate the Contract in whole or in part for reasons of convenience upon express notice to the Supplier. The notice shall indicate that the termination is due to **NASA** convenience, the scope of the Supply and/or Service that has been completed, and the date from which termination will be effective.

The Goods and/or Services that are ready for shipment or performance, within thirty (30) days following the date of receipt by the Supplier of the notice of termination, will be acquired by **NASA** under the conditions and at prices established in the Contract. With respect to the other Goods and/or Services, **NASA** may choose between:

- a) Require that any fraction of the Goods and/or Services be completed and delivered under the conditions and at the prices set forth in the Contract; or
- b) cancel the delivery of the rest and pay the Supplier the sum agreed upon for the partially finished and/or executed Goods and/or Services and for the materials and spare parts previously purchased by the Supplier.

7.31. DISPUTE SETTLEMENT

NASA and the Supplier will make every effort to resolve amicably, through informal direct negotiations, any disagreements or differences arising between them under the contract.

If after ten (10) days from the beginning of the negotiations, **NASA** and THE SUPPLIER have not been able to solve the contractual discrepancy amicably, either of the parties may request that the discrepancy be submitted to a mediation process, within the framework of the provisions of Act 24573.

If it has not been possible to solve the discrepancies in the mediation process, having concluded the same, either of the parties may request that the discrepancy be resolved by the formal mechanisms.

The formal dispute resolution mechanism will be as follows:

- a) Disputes between **NASA** and a supplier from the ARGENTINE REPUBLIC will be submitted to arbitration or judicial determination in accordance with the legislation of the ARGENTINE REPUBLIC.
- b) Disputes between **NASA** and a foreign supplier shall be submitted to arbitration in accordance with the Arbitration Rules of the "General Arbitration Tribunal of the Stock Exchange" of the Argentine Republic.

7.32. LANGUAGE

The Contract shall be written in Spanish, in accordance with the provisions specified by **NASA** in the General Terms and Conditions of the Offer. The language version of the Contract shall prevail for the interpretation of the Contract, subject to the provisions of Paragraph 1.1. All correspondence and other documents related to the Contract exchanged between the parties shall be drawn up in the same language.



NUCLEOELECTRICA ARGENTINA S.A.

7.33. TAXES AND DUTIES

The foreign Supplier shall be fully responsible for the payment of all taxes, duties and levies that may be payable in its home country. **NASA** will not be responsible for any national, provincial and municipal levies (taxes, duties and contributions) that may be imposed on the contractor or subcontractors of the latter.

The National Supplier shall be fully responsible for the payment of all taxes, duties, levies, and social security contributions for which it is responsible. **NASA** will not assume responsibility for national, provincial and municipal taxes (taxes, fees and contributions) that may fall on the contractor or Subcontractor of the latter.

a) STAMP TAX:

For Local Suppliers:

It will be at the expense of the Supplier to pay the stamp tax of the Purchase Order in its entirety in accordance with the legislation in force in the corresponding jurisdiction. For this purpose and in order to verify its compliance, the supplier, within fifteen (15) business days of the issuance of the Purchase Order, shall submit to **NASA** headquarters indicated therein, a copy of the purchase order and proof of payment of the corresponding Stamp Tax.

For Foreign Suppliers:

The Supplier will be responsible for paying the stamp tax of the of the Purchase Order in accordance with the current legislation in the corresponding jurisdiction. In the event that the supplier or its local representative has not previously done so, **NASA** will carry out the process of liquidation and payment of the Stamp Tax in the corresponding jurisdiction, and may then proceed to invoice the recovery of the tax and deduct it from the payments made on the Purchase Order or subscribed contract.

b) INCOME TAX

Companies located in countries with a double taxation agreement with the Argentine Republic:

For the purposes of complying with the provisions of the Argentine Legislation on Income Tax- Foreign Profits and according to Resolution AFIP/DGI RG No. 3497/92 modified by RG AFIP/DGI No. 2228/07, the Offeror shall submit the Affidavit provided for in the aforementioned resolutions, which shall be certified by the competent tax authority of the State or Country of residence of the Offeror, with the characteristics that the aforementioned regulations impose.

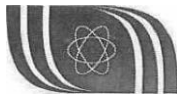
In the event that the obligation to make withholdings and/or failure to submit the aforementioned Affidavit arises from said Declaration, the tax stipulated in Title V ("Foreign Beneficiaries") of the Income Tax Law (Decree 824/19) will be deducted from the payment, as withholding of the Income Tax-Beneficiaries from Abroad.

Once the aforementioned withholding has been made, **NASA** will send by mail to the Successful Bidder the receipt of the withholding made by the relevant bank, for the purpose of being presented to the tax authority of its country.

Companies located in countries without double taxation agreements with the Argentine Republic:

According to Argentine Legislation, Title V ("Beneficiaries from Abroad") of Decree 824/19), **NASA**, through the Banco de la Nación Argentina, will proceed to deduct the corresponding amount as a withholding of the Income Tax for Beneficiaries from abroad according to the aforementioned regulations.

Once the aforementioned withholding has been made by the Banco de la Nación Argentina, and the respective certificate has been received, **NASA** will send by mail to the Successful Bidder the receipt of the withholding made by the bank, in order to prove the withholding made.



NUCLEOELECTRICA ARGENTINA S.A.

(c) GROSS INCOME TAX

Payments to foreign suppliers for the provision of services made in the jurisdiction of the Province of Córdoba are subject to withholding on Gross Income in the aforementioned province, in accordance with the provisions of Decree 2445/23 in its title VI and Regulatory Resolution 1/2023 in its Book III Chapter 5, with **NASA** acting as a withholding agent of the tax as a single and final payment, which will be deducted from the payment of the invoices for the aforementioned services. Payments to foreign suppliers for the provision of services carried out in the jurisdiction of the Province of Buenos Aires, will entitle the refund of the tax paid by **NASA** as substitute responsible for the Gross Income Tax, in accordance with the provisions of Normative Resolution 9/21 of the Collection Agency of the Province of Buenos Aires (ARBA).

In addition, it is reported that:

- NASA is a withholding and collection VAT agent according to AFIP RG No. 2854/10 and 2408/08.
- NASA is an Income Tax withholding agent in accordance with the provisions of RG 830/00.
- NASA is a Social Security withholding agent in accordance with the provisions of AFIP RG No. 1784/04, 2682/09, 1556/03 and 1769/04.
- NASA is a Gross Income Tax withholding and collection agent in the jurisdiction of the Autonomous City of Buenos Aires (AGIP Resolution No. 352/2022).
- NASA is a Gross Income Tax withholding and collection agent of in the Province of Buenos Aires (Standard Provision 1/2004).
- NASA is a Gross Income Tax withholding agent in the Province of Córdoba (DGR Córdoba Regulatory Resolution 1/2023 Book III).
- NASA is a Gross Income Tax withholding agent in the Province of Córdoba, as a single and definitive payment, for foreign subjects who provide services in Córdoba (Decree 2445/23 title VI and Standard Resolution 1/2023 in its Book III Chapter 5).
- According to the text of Article 88 of Act No. 14333 of the Province of Buenos Aires, which came into force on 01/01/2012, Nucleoeléctrica Argentina S.A. (NASA), has been declared exempt from the payment of the Gross Income Tax in the province.

On the other hand, only if the contracting is framed within Act 26.566 (such condition will be detailed in the "Purpose/ Object" of the File), related to Nuclear Activity, sanctioned and enacted on November 25, 2009, and December 17, 2009 respectively the following paragraph is added:

The conditions of the contract take into account the provisions of the aforementioned Act, particularly with regard to:

- Taxes levied on the importation of goods
- Income Tax for Foreign Beneficiaries
- Stamp tax: the instrumentation of the acts and contracts entered into by NASA with its contractors or suppliers of goods or services, within the scope of Article 1 of Act No. 26566/09, are not covered by Stamp Taxes, by application of Article 12 of the aforementioned Act.
- Gross Income Tax: The invoicing issued to NASA corresponding to the execution of the works, provision of goods or services object of this contract by virtue of the application of Article 12 of Act No. 26566/09 shall not be levied with the Gross Income Tax. Without prejudice to the foregoing, NASA will continue acting as a Withholding Agent on Gross Income Tax in the corresponding jurisdictions.



NUCLEOELECTRICA ARGENTINA S.A.

7.34. EXPENSES ON BEHALF OF THE SUPPLIER

When the Terms and Conditions do not have any other provision in this regard, the Supplier will be responsible for the following expenses:

- a) Cost of clearance, customs duties and services and other expenses incurred for any reason in the case of rejection of imported goods with delivery clauses in the country.
- b) Replacement of the destroyed samples, in order to determine if they conform in their composition or construction to what was contracted, if by this means defects or defects in the materials or in their structure are found. Otherwise, the relevant expenses will be borne by **NASA**.
- c) If the product has a special container and it shall be returned, the respective freight and transport, round trip, from the same place and by the same means of shipment to be used for the return, will be at the expense of the Bidder. In these cases, the value of each container shall be specified separately from the product and also stipulate the return period, if this is not established in the particular clauses. If the containers are not returned within the deadlines established by one or the other party, the Bidder may invoice them and initiate the process of collecting them, at the prices indicated in the Offer, this procedure being without effect, if the return takes place in the interim.
- d) Transport to the final destination provided for in the Specific Terms and Conditions.

7.35. LIABILITY FOR NUCLEAR RISK

Liability for nuclear incidents in Nuclear Power Plants operated by **NASA** is governed by the stipulations contained in the Vienna Convention on Civil Liability for Nuclear Damage of the year 1963 — ratified by Argentina on December 2, 1966 and sanctioned as Act No. 17.048 — (hereinafter, the "Convention") and the Protocol amending the Vienna Convention of 1963 – ratified by Argentina on October 18, 2000 and enacted as Act No. 25.313 – (hereinafter, the "Protocol").

In accordance with the normative law in force in Argentina, the obligation to compensate for nuclear damage within the scope of the Convention and the Protocol is exclusively for the operator of a nuclear power plant that has the respective administrative authorization; and, therefore, **NASA** as the sole owner and operator of the Nuclear Power Plants operated by **NASA**.



NUCLEOELECTRICA ARGENTINA S.A.

ANNEXES TO THE TERMS AND GENERAL CONDITIONS

ANNEX I. Code of Conduct

Bidders are hereby informed that NUCLEOELECTRICA ARGENTINA S.A. has implemented the "Code of Conduct" Rev. 2.

By way of summary, the basic principles and guidelines for compliance are highlighted:

- 1- **INTEGRITY AND HONESTY.** Perform the functions with rectitude and honesty, avoiding accepting or granting privileged treatment derived from the professional position within Nucleoeléctrica Argentina S.A.
- 2- **TRANSPARENCY AND CONFIDENTIALITY.** Be prudent, transparent and confidential in the handling of information whose dissemination could affect the interests of Nucleoeléctrica Argentina S.A., the National State and/or the rights of third parties.
- 3- **RESPONSIBILITY AND DILIGENCE.** Commit our abilities so that we honestly, diligently and responsibly meet the objectives entrusted to us.
- 4- **SAFETY.** Take care of our integrity, that of our colleagues, bidders, contractors, suppliers and local environment, always promoting a healthy and safe work environment.
- 5- **SUSTAINABILITY.** Carry out our daily activities in a sustainable and environmentally friendly manner. Preserve the cultural heritage with historical value that surrounds us.
- 6- **EQUAL OPPORTUNITIES AND NON-DISCRIMINATION.** Promote an equitable and respectful work environment.
- 7- **COMPLIANCE WITH LAWS.** Comply with the laws and regulations in force. Do it conscientiously, interpreting the law and looking for the fairest and most convenient solution.
- 8- **EFFICIENT USE OF RESOURCES.** Take care of the resources assigned for the fulfillment of the functions, since they belong to Nucleoeléctrica Argentina S.A. Its use is exclusively for the authorized purposes.
- 9- **CONFLICT OF INTEREST.** Become aware that conflicts of interest are a problem with possible solutions. Give immediate notice when such situations arise and refrain from interfering in proceedings in which specific interests are involved.
- 10- **DEFENSE OF COMPETITION.** Report any situation that could damage the transparency of the company's hiring processes.
- 11- **FULFILLMENT OF OBJECTIVES.** We shall ensure compliance with the Objectives set.
- 12- **ALCOHOL AND DRUG-FREE WORKPLACE.** Ensure that our performance and judgment are not affected by the consumption of such substances during working hours in accordance with the Company's Alcohol and Drug Prevention Policy.
- 13- **INFORMATION SECURITY.** Ensure compliance with the Information Security Policies of Nucleoeléctrica Argentina S.A.
- 14- **MEASURES AGAINST BRIBERY AND CORRUPTION.** Refuse and do not request money, payments in cash or in kinds, gifts, travel or courtesies, promises or benefits to do or not do something within the functions of each one, as well as not to receive something that is given in consideration of the functions that are performed.
- 15- **GIFTS, COURTESIES AND DONATIONS.** Politely refuse any gift or courtesy, on the occasion of the performance of our duties. Exceptionally, gifts may be accepted, for protocol reasons. All gifts of any kind that are received for our function are the property of Nucleoeléctrica Argentina S.A.



NUCLEOELECTRICA ARGENTINA S.A.

ANNEX II.

1. PRINCIPLES OF INTEGRITY IN CONTRACTOR SELECTION

- 1.1 Nucleoelectrica Argentina S.A. (hereinafter NASA) assumes responsibility for maintaining the highest levels of integrity, transparency, competition, contribution and equal treatment in selection procedures.

For this reason, suppliers are expected to accompany this commitment by performing at all times with honesty, fairness and commercial integrity, ensuring full and responsible compliance with this policy.

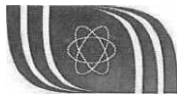
- 1.2 For the purposes of this policy, selection procedures are defined as the procedures aimed at choosing a supplier in order to enter into and execute a contract governed by the Regulations for the Acquisition and Contracting of Goods and Services Rev. 3 and NASA's Terms and Conditions.
- 1.3 For the purposes of this policy, suppliers are defined as all companies, entities, or individual offerors, suppliers of goods, contractors, subcontractors, consultants, subconsultants, service providers and concessionaires, including the owners, representatives and employees of such companies or entities.

2. DUTIES OF SUPPLIERS AND PROHIBITED PRACTICES

2.1 Duties

Suppliers shall behave at all stages in accordance with the following requirements:

- a) Comply at all times with the commercial and ethical rules applicable to their interactions with NASA and its members, which includes knowledge, consideration and respect for the national and local legal system applicable to each process in which they participate.
- b) Refrain from directly or indirectly engaging in any of the behaviors defined as prohibited practices, ensuring adequate and sufficient internal supervision of the conduct carried out by their employees and representatives in the relations and exchanges they establish with NASA collaborators/officers.
- c) Do not to establish commercial, financial or any other economic relationship with NASA collaborators/officers or companies related to them that may determine the existence of any kind of conflict of interest, even apparent.
- d) To make all queries, observations, requests and proposals of a commercial or economic nature, in writing, addressing only to the competent authority and through the channels established for this purpose in each case.
- e) Report any irregularity, illicit act or circumstance contrary to public ethics or institutional transparency to NASA hotline of which you become aware in the context of your participation in the selection procedures of this Society, by contacting the hotline (see Section 15 ANNEX I / Code of Conduct).



NUCLEOELECTRICA ARGENTINA S.A.

2.2 Prohibited practices

For the purposes of the previous point, these include acts of: (a) corrupt practices; b) fraudulent practices; (c) anti-competitive or collusive practices, (d) obstructive practices, and (e) gift-giving, as defined below:

- a) Corrupt practices: offering or giving by itself or through third parties any advantage, favor, gratification, or any other object or benefit of value to NASA employees/officers or their immediate family members in order to obtain favorable treatment or unduly influence their actions.
- b) Fraudulent practices: falsifying, misrepresenting or concealing facts or circumstances in order to deceive NASA or its constituents for the purpose of obtaining a benefit or evading compliance with an obligation;
- c) Anticompetitive or collusive practices: agreements between suppliers made with the intention of achieving an inappropriate purpose contrary to the principles of competition, including practices such as coordination of bids, agreements for the fixing of prices, distribution of areas or markets or any other similar activity of a nature contrary to the provisions of Act 25.156.
- d) Obstructive practices: deliberately destroy, falsify, alter, or conceal information or documentary elements significant to the analyses, evaluations, and, where appropriate, investigations that shall be carried out by NASA in connection with the selection process, or in any other way impeding or hindering that task, as well as the exercise of NASA inspection or review activity by any Control Agency.
- e) Gifts: In accordance with the provisions of Decree 1179/16 Regime of Gifts to Public Officers, gifts to NASA employees/officers on the occasion of the performance of their functions are prohibited, as well as gifts on occasions of festivities, such as Christmas, New Year's Eve, birthdays.

3. CONFLICTS OF INTEREST

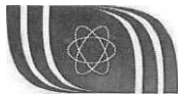
A conflict of interest situation will be considered to exist when the activities or relationships with third parties of NASA members involved in the contractor selection activity affect or appear to affect the objectivity of the functional decisions for which they are responsible. Suppliers shall avoid by all means incurring in situations that may determine the existence of this type of conflict. Indications of the existence of such conflicts will be considered – by way of example and not exclusive of other cases of a similar nature – when:

- a) Members of NASA, their immediate relatives or close relatives hold a significant portion of the supplier's shareholding.
- b) NASA members, their direct relatives or close relatives participate in management, administration, representation, control or advisory activities in the supplier, or in some way integrate its staff.
- c) NASA members, their immediate family members, or closely related people provide services, supply goods, or are in any way, directly or indirectly, suppliers to the supplier.
- d) NASA members, direct relatives or closely related people who are creditors or debtors of the supplier.

4. CONSEQUENCES

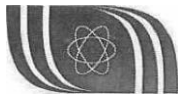
Suppliers, both when withdrawing or downloading the Bidding Documents and when submitting bids, declare and guarantee their knowledge of this policy and their agreement with it and undertake to respect and ensure that its provisions are respected.

Breaching the duties set forth in this policy or the commission of any of the prohibited practices will result in:



NUCLEOELECTRICA ARGENTINA S.A.

- a) The rejection of the offer and loss of the respective guarantee at any stage of the tender or the termination of the contract with the fault of the contractor.
- b) The preparation of the corresponding report to the competent control Body and, where appropriate, the making of the corresponding criminal complaint.
- c) The communication that corresponds to the respective Professional Association, Chamber or Association that carries out the activity of superintendence, supervision, or similar, of the correct ethical performance of its members.
- d) Communication to NASA's Supplier Registry, for the application of the sanctions it deems appropriate.



NUCLEOELECTRICA ARGENTINA S.A.

ANNEX III. Amounts

DOCUMENT	AMOUNT IN PESOS*
"Notary Certification" established for the documents required for the qualification and eligibility of the Offeror - Item 3.6	1.000.000.000
"Consolidated Debt Detail" as provided in Article 5 of General Resolution 4164-E - Item 3.6	2.000.000.000
Bid maintenance guarantee and performance guarantee — Items 3.8 and 7.3	2.000.000.000

NASA's legal address is reported to be:

"La Pampa 1532/34, piso 5°, departamento B, Ciudad Autónoma de Buenos Aires".

*Amount from which the presentation of the document is required.