

## **Annex 1 – Definitions and Interpretation**

### **1 Part 1 - Definitions**

**Affiliate** shall mean any entity or person directly or indirectly controlling a Party (“**Parent Companies**”), any entity or person directly or indirectly controlled by the Parent Companies and/or any third party acting on that Party’s behalf. For the purposes of this definition, a company is deemed controlled by another company if that other company beneficially holds more than 50% of the shares or voting rightsof the first mentioned company.

**Applicable Law** means any applicable law, including Environmental Laws (as defined herein), statute, by law, regulation, decree, supreme decree, law decree and/or decree with force of law, ordinances, order, regulatory policy, guidance or industry code, rule of court, directives or requirements of any governmental and/or municipal authority, Regulatory Body, or any delegated or subordinate legislation or any noticeof any Regulatory Body and the IFC Performance Standards.

**Applicable Permits** means the Owner's Permits and the Contractor's Permits set forth under Annex 4 attached hereto.

**Authorized Equipment** means the equipment or items of the brands and models listed in Annex 10 to this Contract, which will make up the Solar Park, the Electrical Infrastructure and the Connection Infrastructure provided.

**Business Day** shall mean Monday to Friday but, except any national, regional or local bank holiday in Chile, to the extent applicable.

**Change in Control** means in respect of any person, a change in the persons who, directly or indirectly, ultimately control such person. For the purposes of this definition, the term “control” as applied to any person, means direct or indirect ownership of more than 50% of the outstanding capital stock or other equity interests having ordinary voting power or possession of the power to direct or cause the direction of the management of such person.

**Change Order** means a document signed by both Parties pursuant to which a modification of the terms and conditions of Contract is agreed upon. A Change Order may comprise, as the case may be, a modification of the Works, Guaranteed Work Completion Date, Delivery Deadline and Price.

**Civil Works** means those Works listed at Clause 2.7(a).

**Commercial Operation** means the date of connection of the Solar Park to the Grid (100% of design capacity) and the commencement of injection of electricity in accordance with the Distribution Company,

Connection Offer, the Connection Agreement, the Connection Infrastructure Authorization and Applicable Laws and Applicable Permits.

**Commissioning Tests** means the Commissioning Tests described in Annex 15.

**Component Parts** means all materials, supplies, equipment, computer hardware and software, apparatus, services, spare parts, consumable items and/or other items of whatever nature, to be provided by the Contractor under the Contract for incorporation in the Works as well as the Main Contractor's Equipment means all materials, supplies, equipment, computer hardware and software, apparatus, services, spare parts, consumable items and/or other items of whatever nature, to be provided by the Contractor under the Contract for incorporation in the Solar Park as well as the PV Modules.

**Connection Offer** means the agreement signed between the Owner of the Solar Park and the Distribution Company, containing the definition of works and costs associated to the connection of the Solar Park to the Grid and attached hereto as Annex 5.

**Connection Agreement** means the agreement to be executed between the Owner of the Solar Park and the Distribution Company, containing the rules, requirements and conditions applicable to the connection of the Solar Park to the Grid.

**Connection Infrastructure** means the facilities, civil and electrical works and all elements necessary for the connection of the Solar Park to the applicable transmission or distribution facilities, but the Reinforcement Works.

**Connection Infrastructure Authorization** means all the permits and authorizations for the construction of the Connection Infrastructure, issued by the competent public entities and authorities. The Connection Infrastructure Authorization is included in the Owner's Permits.

**Connection Infrastructure Technical Design** means the final design of the Connection Infrastructure, to be prepared by the Contractor and delivered to the Distribution Company, as well as any technical design thereto that the Distribution Company is responsible for pursuant to the Connection Offer and/or Connection Agreement, as applicable.

**Construction Equipment** means all items and tools required to execute and successfully complete the Works.

**Construction Phase Health and Safety Supervisor** means the Works Director.

**Contract** means this construction contract, Notice to Proceed, together with the Recitals and Annexes hereto.

**Contractor** means Trina Solar Systems (Chile) SpA the information for which appears in the preamble

of this Contract or its authorized assignee according to Clause 21.1.

**Contractor's Insurances** are those insurances set out at Clause 20.1.

**Contractor's Permits** means the permits, licenses and authorizations referred to as Contractor's Permits in Annex 4.

**Contractor's Representative** means the person named at Clause 6.2(a) or such other person that the Contractor designates and who will act as a delegate to the Contractor for purposes of the provisions of this Contract.

**Copyright Works** means any drawings, designs, charts, specifications, plans, software and other documents or recorded information whatsoever acquired or brought into existence in any manner whatsoever by or on behalf of the Contractor for and/or in connection with the performance of the Works and/or the performance of its obligations under the Contract.

**Default Interest Rate** has the meaning ascribed to it at Clause 12.4.

**Defect** means any defect forming part of the Works arising out of any defective installation, materials, construction, workmanship, or failure of the Works or arising from any breach caused by the Contractor of the terms of this Contract, but shall not include defects of a cosmetic nature and/or which neither reduce the value of the Works nor impair the Works functioning, safety or performance nor materially raise the on-going costs of operation of the Works or are otherwise connected with only negligible disadvantages for the Owner (and **Defective** shall be construed accordingly).

**Defect Warranty** and **Notice of Defect** have the meaning ascribed to each of them in Clause 14.

**Defect Warranty Expiration Certificate** has the meaning ascribed to it at Clause 14.3.

**Delivery Certificate** means a certificate provided by the Contractor and signed by the Owner accepting delivery of the Component Parts.

**Developer's Agreement** means the agreement entered into by the Contractor and SpA, on and all its subsequent amendments dated prior to the Signing Date.

**Development Design** means the development concept design prepared by the Owner and the Contractor details of which are set out in Annex 8.

**Dispute** has the meaning indicated in Clause 22.2.

**Distribution Company** means the entity in charge of conducting the Solar Park's connection to the Grid based on the Connection Offer and/or Connection Agreement, as applicable, and to provide the Connection Infrastructure.

**Effective Date** is the Notice to Proceed Date.

**Electrical Completion** means that all electrical works have been performed and all necessary materials installed for the Works to start commercial operation safely, at full power.

**Electrical Infrastructure** means the entirety of the electrical elements allowing for the proper operation of the Works, including supplemental elements of supervision, monitoring and data collection, but excluding the Connection Infrastructure.

**Engineering Works** means those Works listed at Clause 2.7(b).

**Environment** means any and all living organisms (including man), ecosystems, property and the media of air (including air in buildings, natural or man-made structures, below or above ground), water (including drains and sewers) and land (including under any water as described above or below surface).

**Environmental Harm** means any adverse impact on or deterioration in the quality of air, land or water or the Environment as a whole, harm to the health of human beings or other organisms, offence to the senses of human beings, impairment or interference with ecosystems and habitats, impairment or interference with the amenity of the Environment or any release, discharge or spillage of Hazardous Substances

**Environmental Laws** means any rule of common law, statute, code of practice, circular, obligated fulfilment guidance note, bye-law or regulation in force or any consent, license, permit, order, notice, recording, registration or judgment whose breach can give rise, whether immediately or not, to criminal, civil or administrative damages, sanctions or penalties for the failure to meet any obligations relating to the presence, release, spillage, treatment, handling, deposit, escape or other mode of existence of any condition or phenomenon which has or could have detrimental impact on the Environment or could harm any physical entity whether living or not, impair the well-being or normal function of any living entity which could reasonably be expected to be affected, which in any such case has its primary purpose or effect the protection or enhancement of the environment generally or in any particular location.

**Equipment** means all of the materials, accessories, equipment (including, without limitation, the PV Modules) and their spare parts that are necessary for the operation of the Works pursuant to the scope of this Contract.

**Expert** means the person appointed for the solution of technical matters in accordance with Clause 16.

**Final Acceptance** means the final acceptance by the Owner of the Solar Park, as certified by the issuance of the relevant Final Acceptance Certificate in accordance with the terms and conditions of this Contract.

**Final Acceptance Certificate** or **FAC** means the certificate issued (or deemed to be issued) by the Owner

stating the date that Final Acceptance occurred.

**Final Acceptance Test** means the test of which the procedure is described in Annex 16.

**Final Documentation** means any and all the documents listed in Annex 9 to be delivered by the Contractor to the Owner (electronically only unless it is required in paper for public authorities) in relation to the Works.

**Force Majeure Event** means any exceptional act or event (other than any acts or events the risk of which are specifically allocated between the Parties in this Contract), which is unforeseeable, not caused by, and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Contract. In particular, any of the following events may be considered as a Force Majeure Event:

- a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any authorities, riot, terrorism, acts of a public enemy or other civil disturbance;
- b) acts of God, including but not limited to, lightning, earthquakes, tornados, typhoons, hurricanes, volcanic eruptions, explosions of whatsoever nature -unless caused by the affected Party's employees or those of its Subcontractor's or that could have been prevented with due care from the affected Party or its Subcontractors-, flying objects or parts of flying objects falling on the Site, fires -unless caused by the affected Party's employees or those of its Subcontractor's or that could have been prevented with due care and diligence from the affected Party or its Subcontractors-, and objects striking the earth from space such as meteorites; national or regional strikes, walkouts, lockouts or similar industrial or labour actions or disputes which do not solely affect the employees of the Owner, the Contractor or any Subcontractor;
- c) actions by a competent authority that have an impact on the performance of the relevant Work not attributable to the affected party.
- d) the impossibility of either Party, despite having exercised its best efforts, of promptly and duly obtaining and maintaining any approval for the interconnection of the generation facility to the electric grid for causes not attributable to the requesting Party; and
- e) acts or omissions of any third parties (either private or governmental) that would have not been caused by the affected Party or caused by the breach of its obligations pursuant to the Contract or the Applicable Laws, including instructions to connect or to reduce, partially or totally, the generation of the Power Facility for circumstances attributable to the National Electric Coordinator.

**Funder** means any banks and/or financial intermediaries and institutions that may grant the Owner of the Solar Park non-recourse facilities in connection with the Solar Park.

**Good Industry Practice** means the exercise of the degree of skill, care, diligence, prudence, efficiency, foresight and timeliness which would be expected from a skilled, reputable and experienced company within the relevant industry or business sector in the same or similar circumstances and seeking to fulfil their obligations under a contract the same or similar (in whole or in part) to this Contract.

**Grid** means the Central Interconnected System of Chile (“Sistema Interconectado Central”) or the National Transmission System, as applicable, pursuant to Law N°20,936, the New Transmission Law.

**Grid Connection Works** means the design, construction, testing and commissioning of (i) the Construction Infrastructure; and (ii) all contestable and private works, in each case of (i) and (ii) as are required in order to successfully connect the Solar Park to the Grid in accordance with the Connection Offer and/or Connection Agreement, as applicable, but the Reinforcement Works.

**Guarantee** means the Performance Guarantee and/or Warranty Guarantee, as applicable.

**Guaranteed Commercial Operation Date** means the date defined in the Annex 7 as “Commercial Operation” or other such date as may be determined in accordance with this Contract.

**Guaranteed Performance Ratio** means the minimum guaranteed performance ratio between the actual alternating-current power produced and the theoretical direct-current power production calculated considering irradiation in the plane of array, the installed DC peak power and the temperature, calculated as per Annex 15 and Annex 16. Guaranteed Performance Ratio should be reached during the Performance Test necessary for the issuance of the Provisional Acceptance certificate, the Intermediate Acceptance Test and the Final Acceptance Test at the meter. In case of discrepancy between the Parties regarding which is the value to be reached, Technical Advisor's interpretation will be binding upon the Parties.

**Guaranteed Provisional Acceptance Date** means the date defined as "Provisional Acceptance Certificate" in the Annex 7 “Project Implementation Schedule”.

**Guaranteed Work Completion Date** means the date defined as "Works Completion Certificate" in the Annex 7 “Project Implementation Schedule”.

**Hazardous Substance** means, collectively, any chemical, substance or material that is or becomes regulated, governed, listed or controlled pursuant to any international, national, federal, provincial, state or local statute, ordinance, order, directive, regulation, judicial decision or other legal requirement applicable to the Works as a toxic substance, hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, pesticide, radioactive material, regulated substance or any similar

classification, or any other chemical, substance, or material, including, without limitation, petroleum or petroleum-derived products, asbestos in any form that is or could be or could become friable, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls (PCBs), or by-products, regulated, governed, listed or controlled or as to which liability is imposed on the basis of potential impact to safety, health or the environment pursuant to the Applicable Law.

**Health and Safety Executive** means the competent authority under Health and Safety Legislation.

**Health and Safety Legislation** means any and all Applicable Law relating to health and safety matters that are applicable to the Works.

**HSSE Plan** has the definition ascribed to it in Clause 4.13 of this Contract.

**Independent System Operator** corresponds to the Economic Dispatch Centre of the Chilean Central Interconnected System (“Centro de Despacho Económico de Carga del Sistema Interconectado Central”), or its successor the Independent Coordination of the National Transmission System (“Coordinador Independiente del Sistema de Eléctrico Nacional”) pursuant to Law N°20,936, the New Transsmision Law.

**Insolvent** or **Insolvency** means where a Party:

- a. makes a declaration in virtue of which it acknowledges its inability to timely pay or meet its obligations within a bankruptcy procedure.;
- b. proposes or passes a resolution for its winding up or in the case of a limited liability partnership proposes or determines that it will be wound up (save for the purpose of a solvent reconstruction or amalgamation);
- c. enters into a Judicial Reorganization Procedure or a Judicial Winding Up Procedure, whichever the cause, or any other procedure regulated under Law N° 20.720, or any law which amends or replaces it and such application or order remains undismissed or undischarged for a period of thirty (30) days;
- d. is subject to an application to or order or notice issued by a court or other authority of competent jurisdiction for its winding up or striking off and such application or order remains undismissed or undischarged for a period of thirty (30) days;
- e. a process to appoint a liquidator and/or provisional administration over any of its assets, undertaking or income is initiated; or is the subject of an application to appoint a liquidator and/or for provisional administration over any of its assets, undertaking or income, filed at any court or a notice of intention to appoint a provisional administrator given by any person

filed at any court, including any application for such Party's dissolution is filed by any person at any court;

- f. proposes, makes or is subject to, a company voluntary arrangement or a composition with its creditors generally, an application to a court of competent jurisdiction for protection from its creditors generally or a scheme of arrangement under Law N° 20.720 or any law which amends or replaces it (save in the latter case for the purpose of a solvent reconstruction or amalgamation);
- g. is declared in liquidation or winding up by a final judicial ruling;
- h. ceases to trade;
- i. is unable to pay its debts within the applicable timeframe within a bankruptcy procedure
- j. any writ of execution, injunction measure of any kind, warrant of attachment or similar process is issued, levied or enforced against a substantial part of the other Party's assets, or
- k. is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction.

**Inspection** has the meaning ascribed to it in Clause 14.3(c).

**Intermediate Acceptance Tests** have the meaning as set out in Annex 16.

**Key Personnel** has the meaning set forth in Section 2.15.

**Ley N° 20.123** or Law N° 20.123 regulates work under the Subcontracting regime, the operation of Temporary Services Companies, and the temporary service employment contract. Published in the Official Gazette of Chile on October 14, 2006, entered into full force since January 14, 2007. regula el trabajo en régimen de Subcontratación, el funcionamiento de las Empresas de Servicios Transitorios, y el contrato de trabajo de servicios transitorios. Publicada en el Diario Oficial de Chile el 14 de Octubre de 2006, entrada en plena vigencia desde el 14 de Enero de 2007.

**Limited Notice to Proceed** means has the meaning ascribed to it in Clause 7.1(e).

**Main Structure** means the frames and the piles supporting the PV Modules to be installed at Solar Park.

**Maximum Performance Liquidated Damage** has the meaning ascribed to it in Clause 14.6(e).

**Mechanical Completion** means completion of all civil and mechanical works, including but not limited to structures, fence, gates, internal and access roads, prefabricated buildings and containers for electrical equipment in order for the Solar Park to start commercial operation safely, at full power.

**Mechanical and Electrical Completion Notice** means, that the Contractor by written notice to the



Owner and Owner's Representative shall state a date when the Contractor considers that both Mechanical

Completion and Electrical Completion have occurred.

**Milestone Completion Certificate** means any certificate to be issued by the Owner in accordance with Clause 12.3.

**Minor Finishing Works** indicates certain minor works not affecting the operation, production or performance yield of the Solar Park, nor relating to its security (such as erection of the fencing of the Site and the due installation of the video surveillance, microwave security devices and burglar alarm), the performance of which is still pending, but which – with the prior approval of the engineer appointed by the Funder can be carried out by the Contractor also following the issuance of the PAC.

**Modules Acceptance Certificate** has the meaning ascribed to it in Clause 14.2(c).

**Modules Supplier** means the supplier with which the Contractor enters the Modules Supply Agreement.

**Modules Supply Agreement** means the supply agreement to be entered into between the Contractor and the Modules Supplier in order for the Modules Supplier to supply the PV Modules in the form set out in Annex 23.

**Notice to Proceed Date** means the date when the Notice to Proceed or NTP set forth in Clause 7.1(a) is issued.

**NTP Long Stop Date** means Month XX<sup>th</sup>, Year.

**Owner** means Energías Renovables El Boldo SpA, the information for which appears in the preamble of this Contract.

**Owner's Permits** means:

- a) all the permits necessary to execute the Works, unless identified in Annex 4 as Contractor's Permits;
- b) the Connection Offer;
- c) those necessary to obtain the access and availability of the Site;
- d) those required by the Applicable Law, in zoning, environmental, landscaping and/or archaeological matters; and
- e) those relating to the Owner's obligations under the Applicable Law in the matter of health and safety.

**Owner's Representative** means the legal representative of the Owner, authorized to act in the name and on behalf of the Owner in all matters associated with this Contract as stated in Clause 6.1 or such other person as the Owner shall nominate in his place.

**Owner's Requirements** means the functional characteristics and criteria and other requirements of the

Owner in relation to the Solar Park. The Owner's Requirements are listed in Annex 6.

**Owner's Technical Advisor** means the persons and/or entities set forth in Clause 16.1 appointed by the Owner for technical matters as an external advisor.

**Parent Company Guarantee or PCG** has the meaning ascribed to it in Clause 13.3a).

**Payment Milestones** means the milestones dates for the payment of the Price identified in Clause 12.2.

**Performance Guarantee** has the meaning ascribed to it in Clause 13.1a).

**Performance Ratio** means the performance calculations for the Solar Park set out in Annex 15.

**Performance Tests** mean the Performance Tests set out in Annex 16 required prior to Provisional Acceptance.

**Performance Warranty** means the warranty given by the Contractor in relation to the actual production level of the Solar Park under Clause 14.4.

**Performance Warranty Period** means the two years period starting on the date of the Provisional Acceptance Certificate during which the average performance level of the Solar Park will be registered for the purpose of the Performance Warranty.

**Performance Warranty Schedule** means Annex 16, defining the Guaranteed Performance Ratio and certain specific rules to be followed in calculating the performance levels during the Performance Warranty Period and the Acceptance Test.

**PMGD** means "Pequeños Medios de Generación Distribuida", in reference to the Chilean law regulating the connection to the grid of power generators under 9MWs.

**Price** means the total, fixed and lump-sum price to be paid by the Owner to the Contractor for the design and construction of the Works, as well as for the performance of all its obligations under this Contract. The Price is indicated in Clause 12.1 of this Contract.

**Principal Equipment** - see Annex 11

**Project** means the Solar Park under construction, including component parts, and any equipment, material, items or facilities that, under the scope specified in this Contract, are necessary for its construction, assembly, Start Up, testing, Take Over, commercial operation and proper functioning.

**Project Implementation Schedule** means the schedule, and critical path for the implementation of the Works in accordance with the Guaranteed Work Completion Date, which is attached as Annex 7 to this Contract as may be amended in accordance with this Contract.

**Project Manager** has the meaning ascribed to it in Clause 6.2(e).

**Provisional Acceptance** means the provisional acceptance by the Owner of the Works, as evidenced by the issuance (or deemed issuance) of the Provisional Acceptance Certificate in accordance with the terms and conditions of this Contract.

**Provisional Acceptance Certificate (or PAC)** means a certificate issued by the Owner pursuant to Clause 10.4.

**Public Holiday** means a day which under the Applicable Law is a bank holiday, or a day which is a recognized public holiday in the Republic of Chile.

**Punch List** means the list of the Minor Finishing Works identified by the Owner's Representative.

**Punch List Retention** has the meaning ascribed to it in Clause 10.7a).

**Purchaser** means any person or entity that purchases the whole or part of the assets of the Solar Park from the Owner.

**PV Modules** means the photovoltaic modules necessary for the construction of the Solar Park to be provided by the Contractor. The PV Modules will be bought by the Contractor from the Modules Supplier under the Modules Supply Agreement.

**Quality Assurance Plan and Manual** means a Quality Assurance Plan and Manual consistent with Applicable Laws, prepared by Contractor and delivered to Owner no later than twenty (20) calendar days after Notice to Proceed, consistent with the outline set forth in Owner's Requirements, and in form and substance reasonably satisfactory to Owner. Any modifications to the Quality Assurance Plan and Manual shall be subject to mutual agreement by Main Contractor and Contractor

**Regulatory Bodies** mean those administrative, municipal, legislative or judicial authorities, government departments and regulatory, statutory and/or other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, approve or disapprove, investigate, supervise, inspect or influence the matters dealt with in this Contract, the Works or any other affairs of either Party; "Regulatory Body" shall be construed accordingly.

**Reinforcement Works** means any required modification to the transmission or distribution facilities, made in compliance with the Connection Offer or Agreement -as the case may be, and Connection Infrastructure's Technical Design approved by the Transmission Company or the Distribution Company and the Connection Infrastructure Authorization.

**Retention** has the meaning ascribed to it in Clause 13.1a).

**Site** means the area identified in Annex 2 to this Contract, where the Solar Park will be built.

**Site Waste Management Plan** means the Site waste management plan as provided for the Applicable Laws and the requirements, instructions, regulations, orders and/or decrees from any Regulatory Body.

**Solar Park** means the photovoltaic power plant, with a total peak capacity of MW DC Peak, Chile, which also includes its Connection Infrastructure, Electrical Infrastructure, the Component Parts (such as the electrical and supplemental elements of supervision, monitoring and data collection), that in accordance with the Works, are necessary for its construction, Start Up, Take Over, commercial exploitation, maintenance and proper operation) for the purposes of revenue producing electricity generation.

**Spare Parts** has the meaning ascribed to it in Clause 4.17(a).

**State** means the civil government of the country within which the Site is situated.

**Subcontractors** means the subcontractors to which the Contractor may subcontract a portion of the: (i) Work to be performed under the Contract and/or (ii) supply of the materials and components to be installed in the Works (to the extent that such materials and components are among those listed in the Authorized Equipment) and/or (iii) services necessary for the performance of the Work.

**Take Over** means the date in which the Works become the responsibility of the Owner, upon the terms set forth in this Contract and the Annexes hereto. Unless differently agreed between the Parties, the date of the Take Over shall coincide with the date of signing of the Provisional Acceptance Certificate.

**Technical Acceptance Certificate (TAC)** means the certificate that shall be issued by the Owner in accordance with Clause 10.1.

**Technical Acceptance Inspection** means the inspection procedure that the Owner and the Works Director shall carry out in order to verify that the Mechanical and Electrical Completion complies with the Technical Specifications, Technical Design, Applicable Law, with reference to the Works (i.e. physical inspection of the Solar Park, verification of PV Modules, verification of correspondence between circuit board labels, terminals and cables with project documentation, functional test on the anti-intrusion system, on the supervision system, on the weather station) in accordance with Clause 10.1.

**Technical Design** means the final detailed design for the construction of the Works with Authorized Equipment and Component Parts in accordance with the Owner's Requirements and the Development Design attached as Annex 8 (the Connection Infrastructure Technical Design shall be considered as an integral and substantial part of the Technical Design).

**Technical Specifications** means the conditions prepared by the Owner for the performance of the Work and the implementation of the Work with Authorized Equipment and Component Parts in accordance with the Owner's Requirements.

**Unforeseeable Site Conditions** has the meaning ascribed to it in Clause 2.4 (b) and (c). For sake of clarity it includes any pre-existing toxic waste, or contamination of the relevant Site which were not previously identified in the geophysical and geotechnical study of the Site at the execution of this Contract; any artistic, historical, archaeological findings or matters connected therewith, including the presence of listed heritage in the surroundings; any munitions and/or weapon remains such as, without any limitation, unexploded mines and/or bombs; and any unforeseen physical structures or wildlife.

**Vegetation Management** means the execution of appropriate methods by the Contractor to control the growth of vegetation in the Solar Park that may affect the performance of the PV Modules or component parts that make up the Solar Park, including the areas under the PV Modules, between the module strings and at the security perimeter fencing, during the construction of the Works.

**Warranties** mean any warranty given by the Contractor to the Owner pursuant to this Contract.

**Warranty Guarantee** means the autonomous and first demand bank guarantee substantially in the form set out in Annex 19 to be provided by the Contractor to guarantee the due performance of its contractual obligations until the execution of the Final Acceptance Certificate.

**Warranty Period** means the period commencing on the date of Works Completion and ending two (2) years after the issue or deemed issue of the Provisional Acceptance Certificate.

**Weekly Report** has the meaning ascribed to it in Clause 4.8(a).

**Willful Default** means an intentional breach by the Contractor of its obligations under this Contract.

**Work or Works** means the activities, works and supplies to be provided by the Contractor, including the Construction Works, pursuant to the provisions of this Contract to meet the Main Contractor's Requirements and other requirements set out in,

- i. the Recitals, Clauses and Annexes of this Contract;
- ii. the Applicable Permits;
- iii. the Development Design;
- iv. the Technical Specifications;
- v. the Authorized Equipment; and
- vi. the Technical Design.

**Working Day** means any day (other than a Saturday, a Sunday, a Public Holiday) in which banks are open for regular business in Santiago, Chile.

**Works Completion** means, with respect to the Works, the satisfaction of all the following conditions:

a) the Mechanical and Electrical Completion Certificate is issued in accordance with the relevant provision of the Contract and excluding any and all Interconnection Works and Reinforcements Works;

;

b) the Contractor's Permits have been submitted;

c) the Cold Commissioning Tests have been passed;

**Works Completion Certificate** means the certificate issued (or deemed to be issued) by the Owner in accordance with Clause 10.3.

**Works Director** means the person designated by the Owner for the purpose to verify the due performance of the Contractor's obligations under this Contract and the compliance of the Work with the Applicable Law. The Owner has appointed the Work Director as Construction Phase Health and Safety Supervisor.

**Yearly Performance Report** has the meaning ascribed to it in Clause 14.6(d).

## **2 Part 2 - Interpretation**

Any reference to a law, legislative decree or other provision of law shall be construed as a reference to such law, regulation or other provision of law as amended and/or supplemented and/or replaced from time to time.

In this Contract any reference to a contract, agreement, deed or document shall be construed as a reference to such agreement, deed or document as from time to time amended or supplemented by the relevant parties.

Unless otherwise required by the context, in this Contract the use of the masculine gender shall include the feminine gender and the terms in the singular shall include the plural and vice versa.

All references herein to this Contract are to this turnkey contract as it may be amended, supplemented or replaced from time to time and any reference to Recitals, Clauses and Annexes shall be construed as reference to the recitals, clauses and Annexes of this Contract, unless otherwise specified.

The headings of the Clauses, paragraphs and Annexes in this Contract are for ease of reference only and shall not affect the interpretation of this Contract.

Any reference to data, documents, records or information shall be construed as reference to data, documents, records or information in any support.



Any reference to a company will be interpreted in a manner as to include its successors and assignees.