



Service Contract

Time of Signing: February [*], 2025 (“Effective Date”)

SUNGROW POWER SUPPLY S.A.S (“Contractor or Client”)

Domicile: Carrera 11b #99-25, Bogotá, Colombia

Legal Representative: Gonzalo Feito Cuende.

LATNOVVA COLOMBIA S.A.S (“Subcontractor”)

Domicile: Cra 119 B NO. 23 14.

Legal Representative: Asencio Baixauli Fernando Vicente.

#	Subject	Term/Condition

1.	SCOPE OF THE CONTRACT	The scope of this Contract it is included but not limited in the Subcontractor's Commercial Offer (Annex 1) , which shall be understood as part of the Contract for all purposes. Scope of Contract, includes but is not limited to O&M works in PV Guayepo (Colombia).																				
2.	SUBCONTRACTOR'S OBLIGATION	Subcontractor shall perform the works included in Subcontractor's Commercial Offer (Annex 1) , and provide to the Client reasonable assistance, documentation and/or information as the Client may request in order to properly executed and conclude the works of the Project.																				
3.	MILESTONE PAYMENTS	Service of 2 electrical technicians plus 1 HSE: 17.115.450 COP (plus VAT 19%). <table><tr><th>ITEM</th><th>DESCRIPTION</th><th>Quantity</th><th>UNIT</th><th>P. UNIT</th></tr><tr><td>1</td><td>Electrical Technicians</td><td>1</td><td>MES</td><td>5.434.635 COP</td></tr><tr><td>2</td><td>Electrical Technicians</td><td>1</td><td>MES</td><td>5.434.635COP</td></tr><tr><td>3</td><td>EHS Technician</td><td>1</td><td>MES</td><td>6.246.180 COP</td></tr></table> Optional Services:	ITEM	DESCRIPTION	Quantity	UNIT	P. UNIT	1	Electrical Technicians	1	MES	5.434.635 COP	2	Electrical Technicians	1	MES	5.434.635COP	3	EHS Technician	1	MES	6.246.180 COP
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4.	PAYMENT CONDITIONS	Payment for the services shall be made in a monthly basis, upon the following conditions: The invoice will be issued upon completion and acceptance of the work on site by the Client. Monthly billing shall be estimated according to Latnovva’s personnel attendance list, signed by Sungrow’s representatives. Client shall pay the Subcontractor by a bank transfer to Subcontractor’s bank account, 30 days after the receipt of Contractor’s invoice (once approved by the Client) and the Documents required for payment, including but not limited to: (i) Any documentation as reasonably required by our Ending Client in relation with Subcontractor’s works. Subcontractor’s bank account Bank: Davivienda Account: 457270142021 Type of account: Cuenta de ahorros												
5.	INDEMNITY	The Subcontractor shall indemnify the Contractor, its Affiliates and their respective personnel against all claims, damages, losses and expenses in relation to: (a) the Subcontractor’s material breach of any provision of the Contract; (b) bodily injury or												

		death of any person arising out of the Works (including remedy of Defects) unless attributable to the negligence, act, or breach of Contract by Buyer; (c) Any Subcontractor's violation of Applicable Law; and (d) Damage to or loss of the Works and any property, including third party property, to extent arising out of the performance of the Works by the Subcontractor, its Subcontractors or their respective personnel, and not attributable to the negligence, act, or breach of the Contract by the Contractor or Force Majeure. Notwithstanding anything to the contrary contained in this Contract, and without prejudice to the Contractor's other remedies under this Agreement or applicable law, the Subcontractor shall indemnify and hold the General Contractor harmless from and against any claims, costs, expenses (including legal fees), losses and/or damages (collectively, "Losses") arising out of the Subcontractor's performance of the Contract, whether or not such Losses are claimed by the Final Client or other third parties.
6.	LIMITATION OF LIABILITY	Neither Party shall be liable to the other Party for loss of profit, moral damages, loss of revenue, loss of contracts, cost of capital or indirect or consequential loss or damage that may be suffered by the other Party in connection with the Supply Agreement. The aggregate liability of the Client to the Subcontractor whether under the Supply Agreement or otherwise shall not exceed one hundred percent (100%) of the total Contract Price; and the aggregate liability of the Subcontractor to the Client, whether under the Supply Agreement or otherwise, shall not exceed one hundred percent (100%) of the total Contract Price, excluding any amount recovered by either Party from any insurance. Notwithstanding, the limitations of liability provided herein shall not apply in case fines or damages to be paid or sanctions due to breach of any Applicable Laws determined by a Responsible Authority, gross negligence, willful misconduct or in case of third party claims and indemnifications set forth in the Supply Agreement or Applicable Law.

7.	PENALTIES	In the event that the Subcontractor fails to provide the required personnel on-site for any reason, after 10 business days of non-compliance, a penalty will be applied for each additional day of delay. The applicable penalty per day will be 0.5% of the monthly fee for the service item, up to a maximum of 10% of the total annual contract value.
8.	INSURANCE	Workers' Compensation/Employer's Liability Insurance: in the event that the scope of works includes the installation of the Products and any other works on Site, workers' compensation and employer's liability insurance or equivalent insurance for accidental injury to or death of Seller's employees, including mandatory policy limits for each occurrence or accident or as required by Applicable Law. • Period insured: until the successfully conclusion of the works. • Insured: Client.
9.	INTELLECTUAL PROPERTY	SUNGROW has and reserves any Intellectual Property Rights used in connection with or embodied in SUNGROW's Product(s) and associated documents under this Agreement. Nothing in this Agreement shall be deemed a transfer of Intellectual Property Rights from SUNGROW to the Subcontractor. The Subcontractor shall not, by any conduct, knowingly infringe the Intellectual Property Rights of SUNGROW.
10	FORCE MAJEURE	Force Majeure Events shall be drafted in accordance with the applicable law (including the definition of Force Majeure Event). If a Force Majeure Event has occurred, the affected party shall send a notice to other evidencing the Force Majeure. The other Party shall analyze and should not unreasonably reject it. The obligations of the party affected by the Force Majeure shall be only suspended meanwhile the Force Majeure is in place.

		Termination may proceed in case of expiry of the maximum remediation of Force Majeure period.
11	CONFIDENTIALITY	Parties will maintain in strict confidentiality all the information related to the contract.
12	TERM	This Agreement shall have an initial term of one (1) year from the Effective Date. Upon the expiration of the initial term, the Agreement shall automatically renew for successive one-year periods unless either Party provides written notice of termination at least thirty (30) days before the end of the current term. The contract price shall be adjusted at the beginning of each renewal term based on the Consumer Price Index (IPC) of the country where the services are rendered.
13	ASSIGNMENT	The Subcontractor cannot transfer, assign or otherwise dispose of, or attempt to transfer, assign or otherwise dispose of, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the Buyer which shall be not unreasonable withheld.
14	TERMINATION	Client shall be entitled to terminate the Contract, without liability, in case that the Subcontractor fails to perform its duties or defaults in the performance of any obligations. Client shall have the right to terminate this Contract for convenience upon prior written notice to the Subcontractor.
15	GOVERNING LAW / JURISDICTION	The definitive agreement shall be governed by the laws and jurisdiction of Colombia and interpreted pursuant to it.
16	DISPUTE RESOLUTION	For any dispute between the Parties arising out or connected with this Contract, which cannot be settled amicably, shall be resolved by arbitration in accordance with

		the rules of arbitration pursuant to the Rules of Arbitration Procedure of the Santiago Arbitration and Mediation Center in effect at the time of its initiation.
17	MISCELLANEOUS	1.The Annexes shall be an appendix to this Contract, with the same legal effect as this text. However, any discrepancy or inconsistency between both documents, shall prevail the content of this Contract over Annexes, in the following order: a) Contract b) Annex 1 – Commercial Offer 2. Severability: In the event any term of this Contract shall for any reason be determined by a legal authority which has jurisdiction, or an arbitral authority, to be invalid or unenforceable or illegal in any respect, such invalidity or unenforceability or illegality shall not affect any other term of this Contract 3. Entire Agreement: This Contract and the Appendices attached hereto constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersede all previous oral and written Agreements, Agreements, understandings and communications of the Parties in respect of the subject matter of the Agreement. The headings are for ease of reference only and shall have no legal effect. 4. Waiver: Unless otherwise provided for, failure or delay on the part of either Party hereto to exercise any right, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude exercise of any other right, power or privilege. 5. No Agency: This Agreement does not confer upon either Party the right to act as agent or legal representative of the other Party. Neither Party is authorized to create any obligation on behalf of the other Party.

SUNGROW

ANNEXES

Annex 1 – Commercial Offer

SUNGROW POWER SUPPLY COLOMBIA S.A.S

LATNOVVA COLOMBIA S.A.S

DocuSigned by:

Gonzalo Feito Cuende

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For and on behalf

Mr. Gonzalo Feito Cuende

Legal Representative

Firmado por:

Asencio Baixauli Fernando Vicente

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For and on behalf

Mr. Asencio Baixauli Fernando Vicente

Legal Representative

DocuSigned by:

Ricardo Monsalme Vilarroel

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Firmado por:

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PFV Guayepo-Sungrow

Apoyo 2 técnicos eléctricos + 1 EHS O&M

- **Cliente:** Américo Villaroel (Sungrow)
- **Localidad:** Barranquilla (Colombia)
- **Fecha:** 23/01/2025
- **Nº Oferta:** OF_018_Rev.02





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5. Aclaraciones de la oferta
6. Programa de trabajo
7. Forma de pago
8. Plazo de Validez





0. CONTROL DE CAMBIOS

Rev	Descripción	Resp	Fecha
00	Apoyo 2 técnicos eléctricos O&M	JM	31/10/2024
01	Apoyo 2 técnicos eléctricos O&M	JM	11/10/2024
02	Apoyo 2 técnicos eléctricos + EHS O&M	JM	23/01/2025

1. ANTECEDENTES

En el contexto del desarrollo del proyecto PFV Guayepo presente oferta considera los trabajos necesarios para la implementación de los solicitado por Sungrow en base a las especificaciones presentadas.

2. DESCRIPCIÓN DE LOS ALCANCES DE LOS SERVICIOS A REALIZAR

El alcance de esta cotización es acorde a los requerimientos proporcionados por Sungrow referentes a los trabajos de O&M en Guayepo:

- 2 técnicos eléctricos para mantenimiento inversores y cabinas MV Station.
- 1 técnico EHS

3. EQUIPO DE TRABAJO, DIRECCIÓN Y COORDINACIÓN DE PROYECTO.

El equipo que participará en la implementación de los trabajos del servicios de trabajos eléctricos solicitado por Sungrow, será realizado por el personal de LATNOVVA:

- 2 técnicos eléctricos
- 1 técnico EHS





4. PRESUPUESTO DESGLOSADO

Servicio 2 técnicos eléctricos + 1 EHSE/mes _____17.115.450,00 COP+ IVA 19%

ITEM	DESCRIPCIÓN	Cantidad	UNIDAD	P. UNIT
1	Técnicos eléctricos	1	MES	5.434.635,00 COP
2	Técnicos eléctricos	1	MES	5.434.635,00 COP
3	Técnico EHS	1	MES	6.246.180,00 COP

Opcionales:

ITEM	DESCRIPCIÓN	UNIDAD	P. UNIT
4	Horas extra Técnico eléctrico (fuera de horario laboral)	Hora/ técnico	62.458,00 COP
5	Horas extra HSE (fuera de horario laboral)	Hora/ técnico	72.958,00 COP

5. ACLARACIONES DE LA OFERTA

- La jornada laboral que se contempla es desde lunes a viernes (8:00 am hasta 18:00 pm, con una hora de colación).
- Latnovva proporcionará los CV a Sungrow para la validación de los técnicos antes de entrar a proyecto.
- Se incluye en la cotización EPP ignifugo para los trabajadores.
- No se ha considerado horas extras, en caso de requerimiento por solicitud de Sungrow, el costo esta indicado en el punto anterior.
- El personal de Latnovva al iniciar los trabajos, tendrá que aceptar los procedimientos de trabajos y protocolos.
- Transporte ida/ vuelta a proyecto desde localidades cercanos por parte de Sungrow.
- Alimentación en proyecto por parte de Sungrow.
- No se ha considerado baños químico ni oficina.
- Documentación necesaria para la acreditación en la plataforma ENEL. La empresa





ya se encuentra acreditada.

- Todos aquellos trabajos que sean adicionales el cliente tendrán que solicitarlo por email.
- No se ha considerado herramientas manuales, en caso de necesitar Latnovva gratuitamente puede ofrecer estas herramientas.
- En la oferta no se ha considerado ningún material consumible (No se considera Spare).
- En el precio de la oferta se considera vivienda, viáticos, vuelos de traslado, EPP's...
- No se ha considerado el material necesario para puntos de hidratación y HSE, según procedimiento ENEL (pértigas, tapetes dieléctricos...)
- No se ha considerado ningún equipos de precisión, tales como Megger, Cámara termográfica, soplador, amperímetro de tenazas... En caso de necesitar, latnovva los puede proporcionar con precio adicional.
- Sungrow podrá indicar justificadamente el cambio del algún técnico eléctrico proporcionado por Latnovva, Latnovva tendrá un periodo de 15 días para realizar el cambio.
- Si Sungrow suspende los trabajos antes de un año, tiene una penalización de pago a Latnovva del coste de tres meses.
- Esta cotización es un documento de contrato.

6. PROGRAMA DE TRABAJO

Duración de un año.

7. FORMAS DE PAGO

- La forma de pago mediante transferencia bancaria a 30 días de la emisión de la factura.
- LATNOVVA presentará certificaciones de pago quincenales según lista de asistencias

8. PLAZO DE VALIDEZ

La presente cotización tiene 15 días de validez.

A handwritten signature in blue ink, appearing to read 'Jesus Reina', written over a horizontal line.

Jesus Reina

Director Técnico y Estudios

Correo Electrónico: jreina@latnovva.com

