

## GENERAL TERMS&CONDITIONS

### 1. DEFINITIONS

For greater clarity and understanding of these General Conditions, the following terminology is established:

**"Customer"**: natural or legal person, private or public, who acts directly or through another person on their behalf or following their instructions, for a purpose related to their commercial, business, trade or profession, as well as the entrepreneur who supplies or distributes products in the market, whatever the title or contract under which they carry out such distribution, who contracts for the provision of the Services through the web platform or through any other means of contracting accepted by the Parties.

Consumers or users, individuals who act for a purpose other than their commercial, business, trade or profession, as well as legal persons and entities without legal personality that act for profit in a field other than a commercial or business activity, in which case the provisions of the TRLGDCU and the LSSI (terms defined in the third clause) will apply to them.

In any case, it will be the sole responsibility of the Customer to identify themselves as an entrepreneur, user or consumer.

**"General Conditions"**: Each and every one of the clauses that make up this document and which are intended to govern the contractual relationship between the Parties with respect to the contracted Services, both online through the corresponding Website or website of the Service Provider, and physically through the means made available by the Service Provider.

**"Special Conditions"**: Document that determines the contractual conditions to be established between the Customer and the Service Provider, the specific conditions and terms of the relationship between the Parties, exceptions or clarifications to these General Conditions or to other documents included in the Contractual Documentation, all of the above shall be understood for the provision of specific Services.

**"Contents"**: Texts, graphics, images, logos, software, links and other audiovisual or sound content that form part of the Website.

**"Contractual Documentation"**: The Special Conditions, the General Conditions, the Offer, the Order and any additional or complementary documentation that governs the contractual relationship between the Parties, forming an integral part of the documents mentioned above.

**"Offer"**: Set of documents issued by the Service Provider that includes, among others, a description of the Services to be provided to the Customer, a price list and including a web link that will redirect directly to these General Conditions, which will be available on said web link indefinitely over time.

**"Service Provider"** or **"Applus+"**: Applus Group entity that provides the Services.

**"Part" / "Parts"**: The Service Provider and the Customer will be referred to jointly as the "Parties", and individually as the "Party".

**“Order”**: Formal request made by the Customer both online through the Website or website of the Service Provider, and physically through the means made available by the Service Provider for the contracting of the Services, which include prices, deadlines and other specific conditions.

**“Services”**: Set of services to be provided by the Service Provider for the Customer and which will be detailed accordingly in each Offer, description of the service and Order.

**“Web site”**: the Web Portal <https://applus.online/>, including the domain through which it was accessed, which is the property of the Owner of the Website, and through which the Services are offered and contracted.

**“User”**: Customer who has provided their personal data on the Website for the purpose of contracting Services.

## **2. IDENTIFICATION OF THE OWNER AND SERVICE PROVIDERS**

### 2.1. Owner of the Website

The owner of this Website is Applus Technological Services, S.L.U., with registered office at Campezo Street 1 - Building 3 of the Las Mercedes Business Park, Madrid, registered in the Mercantile Registry of Madrid in Volume 36785, Folio 153, Sheet M-658914 and provided with C.I.F. B61122933 (the **“Owner of the Website”**).

The function of the Website Owner is that of intermediation, making available to Customers a digital environment that allows the viewing and contracting of the Services offered by the Service Provider.

For this purpose, it is noted that the Owner of the Website is not a party to the contractual relationship that is formalized between the Customer and the Service Provider.

The company that appears as the Service Provider in the corresponding Offer is solely responsible for the execution of the Service, for the associated billing and for compliance with the regulations applicable to the provision of the Service, as well as in terms of consumption and taxation.

### 2.2. Service Providers

The Services offered through this Website, or through other means made available by the Service Provider (including offers that may be made in physical form) will be provided by the following entities, as appropriate in each case:

a) Applus Norcontrol, S.L.U.

- Registered office: CTRA N-VI Km 582.6 SADA 15-A CORUÑA.
- Registration: Mercantile Registry of A CORUÑA, Sheet C-5521, Volume 2960 and Folio 157.
- C.I.F.: B-15044357.

b) Applus Control Agency, S.L.U.

- Registered office: CTRA N-VI Km 582.6 SADA 15-A CORUÑA.
  - Registration: Commercial Registry of A CORUÑA, Sheet C-61325 Volume 3766 and Folio 115.
  - C.I.F.: B-16923104
- c) Novotec Consultores S.A.
- Registered office: Campezo Street 1 - Building 3 of the Las Mercedes Business Park, Madrid.
  - Registration: Madrid Mercantile Registry, Sheet M-13634 and Volume 655 Folio 37.
  - TAX NUMBER: A-78068202.
- d) Applus Energy, S.L.U.
- Registered office: Campezo Street 1 - Building 3 of the Las Mercedes Business Park, Madrid.
  - Registration: Madrid Mercantile Registry, Sheet M-658902 Volume 36783 and Folio 101.
  - C.I.F.: B-65026064.
- e) Any company in the Applus+ Group, with prior written notification to the Customer.

### 2.3. Identification of the Provider in each contract

In the contracting process of each Service, it will be clearly identified which of the Service Providers entities will be responsible for executing the contracted Service. This information will be specified in:

- The order confirmation or in the Offer.
- The corresponding invoice.
- The Customer will contract directly with the Service Provider entity identified in each case, which is responsible for complying with the contractual obligations deriving from the provision of the specific Service.

## **3. OBJECT AND SCOPE OF APPLICATION**

The purpose of these General Conditions is to regulate relations between the Service Provider and the Customer when contracting the Services, either through the Website or through the acceptance of offers, quotes or orders issued in person, by email, by post, messaging or other equivalent means and form an integral part of the Contractual Documentation for the provision of the Services.

These General Conditions will fully apply to the Order or Offer, except in those cases where they are expressly repealed or modified by Special Conditions expressly agreed between the Service Provider and the Customer.

Any exception to these General Conditions proposed by the Customer will only be valid if it has been previously formulated in writing, is accepted in the same way by the Service Provider, and will only apply to the Order or Offer for which it was proposed, and cannot be extended to previous or subsequent contracts.

When the Customer is a consumer or user, the provisions contained in Royal Legislative Decree 1/2007, of November 16, which approves the consolidated text of the General Law for the Defense of Consumers and Users and other complementary laws (the "TRLGDCU") as well as Act 34/2002, of 11 July, on information society services and electronic commerce (the "LSSI") and other regulations in force regarding the protection of consumers and users.

In these cases, any clause of these General Conditions that contravenes or limits legally recognized rights of consumers or users will not be applicable and will be understood to be automatically replaced or supplemented by the corresponding mandatory provisions.

#### **4. PRIORITY ORDER**

Notwithstanding the foregoing, in the event that the Order or Offer contradicts the other documents governing the relationship between the Parties, there is no agreement of the Parties on the issue discussed or there is an interpretative conflict between the Contractual Documentation signed between the Parties, the following priority order shall be used:

1. The Special Conditions
2. The General Conditions
3. The Order
4. The Offer

All the above-mentioned documents are complementary to each other, so that what is agreed and stipulated in all of them constitutes the content of the relationship between the Parties, which must be interpreted through the integration of all the documents that compose it.

#### **5. ACCESS AND REGISTRATION ON THE WEBSITE**

Access to the Website is free and free of charge. For the online contracting of the Services, the Customer must complete the application form stating and guaranteeing that the data provided in the registration are true and complete, keeping them updated at all times, and expressly accepting the General Conditions and the Privacy Policy.

The Customer is responsible for the custody of their Service data, agreeing not to transfer their use to third parties and to immediately notify the Service Provider of any unauthorized use or any security breach.

The Service Provider reserves the right to reject any request for a Service that makes inappropriate use of the Website or violates these General Conditions.

#### **6. HIRING AND BUYING PROCESS**

To purchase the Services, the Customer must follow the applicable process depending on the contracting channel:

**Online contracting (through the Website)**

1. **Service selection:** The Customer must select the desired service from among those offered on the Website, as well as its features and specifications.
2. **Data entry:** The Customer must provide the necessary data for the formalization of the Contract, as defined in this Clause.
3. **Price Information:** Before starting the contracting process, the Customer will be informed of the indicative price of the service, including an estimate of Value Added Tax (VAT), according to the specifications of the selected service and the information provided by the Customer, through a quote. The Customer must confirm this estimate through the Website.
4. **Email Verification:** Once the quote has been confirmed, the Customer will receive a request to verify the email entered in the purchase process using a link.
5. **Offer:** Once the email verification process is completed, the Customer will receive the Offer, through which they will be informed of the total price of the Service, including applicable taxes, fees and/or expenses, as well as the applicable payment method according to the specifications of the selected service and the entity of the Applus+ Group that will act as Service Provider.
6. **Revision and correction of errors:** During the contracting process, the Customer will be able to review their order and correct possible errors before completing the process.
7. **Acceptance of the General Conditions:** The Customer must expressly accept these General Conditions by ticking the corresponding box.
8. **Order confirmation:** The Customer will receive proof of the contract made once the process has been completed.
9. **Payment:** The contract will be formalized through payment in accordance with the modalities established in section 7 of these General Conditions. The available payment methods are as follows:
  - a) **Total prepayment:** The Customer will pay the full price of the Service before the start of the provision of the Service.
  - b) **Fractional payment:** The Customer will pay part of the price before the start of the provision of the Service and the rest according to the payment schedule established in the Special Conditions of the contracted service. The Service Provider will determine the amounts mentioned and will clearly include them in the Offer, for prior acceptance by the Customer.

Both for Services with full prepayment and for the first installment payment, the contract will be formalized with the payment of the price or the first payment of the contracted

Service, as appropriate. In the case of installment payment, the Service Provider reserves the right to interrupt the provision of the service if the Customer defaults on any payment agreed in the corresponding payment schedule.

### **In-person contracting (physical or direct sales)**

1. **Issuance of an offer or budget:** The Service Provider will send the Customer a proposal or offer detailing the economic and technical conditions of the Service.
2. **Customer Acceptance:** The Contract shall be understood to be formalized with the express acceptance of the Customer (by means of a handwritten or electronic signature of the Proposal, or an email of express acceptance of the Proposal or payment of the corresponding amount).
3. **Confirmation of the contract:** The Service Provider may issue a written confirmation of the contract or, where appropriate, an invoice that will incorporate the essential conditions of the order.

### **Common provisions**

The specific payment method applicable to each Service will be established in its specifications, which will be detailed at the time of the order and will form part of the Special Conditions of the Contract.

The contracting of any Service implies the express and unconditional acceptance of all the clauses of these General Conditions, as well as the terms of the Order and the Special Conditions that, if any, the Parties may agree, all of which make up the "**Contract**".

## **7. PRICE AND PAYMENT METHODS**

The Price for carrying out the Services includes all personnel expenses, social security, supplies, insurance, as well as any other concept necessary or convenient for the complete and correct performance of the Services, with the exception of any taxes or fees that may arise from the provision of the Services, which will be the sole account and expense of the Customer.

The prices of the Services offered will include VAT and any other applicable tax, which will be broken down at the time of contracting.

The Service Provider reserves the right to change its prices at any time, always respecting those that were in force at the time the Contract was formalized.

The accepted payment methods will be those indicated in each case in the Special Conditions of the Contract or on the Website, which may include, among others:

- Credit or debit card (Visa, Mastercard, American Express).
- Bank transfer.
- PayPal or other secure electronic payment systems.
- Other means of payment that may be incorporated and duly announced.

All payment transactions are carried out through secure platforms that use SSL (Secure Socket Layer) protocols or other equivalent security systems.

In the case of deferred payments or subsequent billing, the Customer undertakes to pay the corresponding amount promptly and no later than sixty (60) calendar days from the date of issue of the invoice by the Service Provider, unless another deadline has been expressly agreed in the Special Conditions.

Any delay in payment will accrue the corresponding legal interest for late payment from the first day on which the default occurs. The Customer shall not have the right to withhold or defer payment of any amount due to the Service Provider as a result of disputes or cross-claims, nor to proceed with compensation between them.

In the event that, during the provision of the Services, unforeseen expenses arise or the Customer requests modifications that affect the scope or duration of the Services, the Service Provider will have a period of ten (10) business days to communicate in writing the economic and operational impact derived from such changes. Any price modification must be expressly accepted by the Parties and formalized in writing.

The invoice corresponding to the contract will be issued in electronic format and will be made available to the Customer through the enabled medium (email). By accepting these General Conditions, the Customer expressly consents to the issuance of invoices in electronic format, without prejudice to their right to request a paper copy when required.

## **8. PROVISION OF SERVICES**

The Service Provider will provide the contracted Services in accordance with the characteristics and technical specifications described in the form of each Service and the terms established in the Contract.

The deadline for the provision of the Service will begin to run from the confirmation of payment for purely digital or remote services, and will be that specified in the description of the contracted Service or, failing that, that established in the Particular Conditions.

For Services that require physical presence, the deadline begins to run from the date on which the Customer confirms the availability of access and the conditions necessary for the provision, in accordance with the agreed schedule, unless otherwise stated in the Special Conditions.

Deadlines may be suspended for reasons attributable to the Customer, resuming once these causes have been rectified.

If the Service Provider is unable to provide the Service under the agreed conditions for reasons attributable to it, it will offer the Customer the following options:

- The provision of the Service under technically and commercially equivalent conditions, within the same period originally planned and at no additional cost.
- The refund of the price paid is a maximum period of fifteen (15) calendar days.

The Customer must communicate their choice within a maximum period of ten (10) calendar days from the notification of the impossibility. In case of lack of communication, the Provider may proceed with the full refund of the amount after an additional request to the Customer. Notwithstanding the above options, the Parties may agree in writing to any other solution they deem appropriate.

For Services that require physical presence, the Service Provider may temporarily suspend the provision of the Service, without constituting a breach on their part, in the following cases: (a) Impossibility of accessing the Customer's facilities for reasons beyond the Service Provider's control; (b) Unsafe conditions in the facilities that prevent the provision of the Service in accordance with applicable security regulations; (c) Unavailability of the Customer's personnel or resources necessary for the coordination and execution of the Service. In these cases, the deadlines will be suspended until the Customer remedies the causes that prevent the provision.

## **9. OBLIGATIONS OF THE SERVICE PROVIDER**

The Service Provider undertakes to:

1. Provide the contracted Services in accordance with established technical and functional specifications.
2. Employ qualified personnel and use appropriate technical resources for the provision of the Services.
3. Maintain the confidentiality of all information provided to you by the Customer.
4. Comply with current regulations on data protection and information security.
5. Ensure that you have all the necessary permissions, authorizations and licenses for the provision of the Services.

## **10. CUSTOMER OBLIGATIONS**

The Customer undertakes to:

1. Provide true, complete and accurate information during the hiring process.
2. Make the payment of the agreed price in accordance with the conditions and modalities established for each Service:
  - a) For Services with full prepayment: Payment of the full price will be an indispensable condition for the formalization of the Contract.
  - b) For Services with installment payment: The payment of the first installment according to the established schedule will be an indispensable condition for the formalization of the Contract, and the Customer undertakes to pay the remaining payments on the agreed dates.
3. Maintain the confidentiality of your access credentials.
4. Provide the Service Provider with all the information and collaboration necessary for the proper provision of the Service. For Services that require physical presence at the Customer's premises, the Customer also undertakes to: (a) Ensure safe and timely access to the areas where the Service will be provided according to the agreed schedule; (b) Provide the necessary security conditions for the execution of the work by the Service Provider's personnel; (c) Designate a person responsible for coordination and

- communication during the provision of the Service; (d) Notify any specific risk or special condition of the facilities that may affect the provision of the Service or the safety of staff.
5. Do not use the Services for illegal purposes or that may harm the rights of the Service Provider or third parties.
  6. Have the necessary equipment, systems and connections to properly receive the Services.

The Customer's breach of obligations will empower the Service Provider to suspend the provision of the Service and, where appropriate, terminate the Contract, without prejudice to any legal actions that may apply.

## **11. BUSINESS INDEPENDENCE**

The relationship between the Parties will be exclusively commercial in nature, and there is no employment relationship between Applus+ and the Customer or the Customer's staff. Neither the Customer nor Applus+ will hold the status of employer, employer or employer with respect to the other's workers when carrying out Services.

The relationships between the Parties are those of two parties independent of each other and vis-à-vis third parties. Neither the Parties, nor their employees, act as representatives, agents or agents of the other Party, nor can their acts and omissions give rise to links of any kind that bind the other Party to third parties and, in particular, neither Party may make decisions on behalf of the other. In addition, neither the improvement nor the fulfillment of the Order or Offer can be interpreted as a relationship of association or of risk and adventure shared by the Parties.

## **12. RIGHT OF WITHDRAWAL, CHANGES AND RETURNS**

In accordance with the TRLGDCU, when the Customer is a consumer or user, they have the right to withdraw from the contract for a period of fourteen (14) calendar days from the Formalization of the Contract, without the need for justification and provided that the Service has not been initiated or carried out in its entirety by the Service Provider.

To exercise this right of withdrawal, the Customer must notify their decision to withdraw by means of an unequivocal statement, which may be sent by email to the following address:, or through any other means that allows the communication to be recorded and to ensure receipt by the Service Provider within the indicated period. [help.shopEI@applus.com](mailto:help.shopEI@applus.com)

The right of withdrawal will not apply when the Services have already been fully executed or when, having been initiated, their interruption is technically or economically unfeasible, according to objective criteria.

In the event of a valid withdrawal, the Service Provider will reimburse the Customer for the amounts paid for the Services subject to withdrawal. The refund will be made within fourteen (14) calendar days from the date on which the validity of the withdrawal is accepted and will be made using the same payment method used by the Customer for the initial transaction, unless another means has been expressly agreed.

## **13. WARRANTY AND AFTER-SALES SERVICE**

The Service Provider guarantees the quality of the Services provided for a period of twelve (12) months from the date of delivery or end of the Service, provided that a different warranty period is not expressly specified in any other of the documents that make up the Contract. Henceforth, the "**Warranty Period**".

In case of detection of deficiencies or errors in the Service during the Warranty Period, the Customer must notify them in writing to the email address within a maximum period of fifteen (15) days from their discovery. The available remedies will be, in order of preference: [help.shopEI@applus.com](mailto:help.shopEI@applus.com)

- (a) Re-execution of the faulty Service at no additional cost, when technically and commercially feasible; or
- (b) Partial or total reimbursement of the amount paid for the specific Service concerned.

The Service Provider shall have the right to inspect and verify the alleged deficiencies before proceeding with any correction or compensation, provided that they are the responsibility of the Service Provider.

The Service Provider makes available to Customers a technical and after-sales service at the following email address: [help.shopEI@applus.com](mailto:help.shopEI@applus.com)

When the Customer is a consumer or user, this warranty is without prejudice to their rights under the TRLGDCU and other applicable regulations on the protection of consumers and users.

## **14. CONFIDENTIALITY**

### **Confidentiality obligation**

Both Parties undertake to maintain the strictest confidentiality of all information, documentation, data, knowledge, materials or any other confidential elements exchanged as part of the provision of the Services (the "**Confidential Information**"), regardless of its format or means of transmission.

This obligation will be maintained for a period of two (2) years from the end of the Contract, unless the applicable regulations impose a longer period.

### **Exceptions**

Confidential Information shall not be considered to be Confidential Information if:

- It was in the public domain at the time of its disclosure.
- Must be disclosed by legal imperative or judicial or administrative request.
- Be known in advance by the receiving party without obligation of confidentiality.
- Be developed independently by the receiving party.

### **Exchange within the Applus Group**

The exchange of Confidential Information between companies in the Applus Group when necessary for the proper execution of the Services will not constitute a breach of the obligation of confidentiality, provided that these companies assume the same reserve obligations.

## **15. PROTECTION OF PERSONAL DATA**

### **Data Protection Clause applicable when the Customer is a legal entity**

With regard to the processing of personal data, the Customer is responsible for the processing. The Customer must process personal data in accordance with the requirements established in Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and the free movement of these data ("**RGPD**"), and any other complementary national implementing rules. In particular, the Customer, as data controller in relation to those personal data that may be transferred to Applus+, will have the duty to provide interested parties with the information provided for in Articles 13 and 14 of the GDPR, prior to making any transfers and/or communications of personal data to Applus+, in order to comply with the provisions of the Order, as well as to obtain any valid consents that are necessary to allow the legitimate processing of personal data by Applus+. In this way, the Customer will be responsible for ensuring that any transfers and/or communications of personal data to Applus+ that may be necessary in connection with the Order and the provision of the Services, are admissible and fully comply with the requirements of the GDPR.

In compliance with applicable regulations, personal data relating to the signatories of the Order, or of the representatives of the Parties, will be processed by the Parties, in their capacity as data controllers, to manage and control the signed contractual relationship, as well as to comply with applicable laws. The processing of these personal data is necessary for the management and execution of the Services and its legitimate bases are the legitimate interest of the Parties in the formalization and execution of the same, after making a weighting judgment and without, in this regard, the interests or rights of the signatories prevailing, which may be made available to the interested party upon request) and the fulfillment of legal obligations (commercial, fiscal, etc.) and, in particular, those provided for by Law 31/1995, of November 8, on the Prevention of Occupational Risks .

Additionally, the personal data of the signers of the Order and/or the Special Conditions may be used by Applus+ For:

- i. Keep you informed, through commercial communications sent by physical or electronic means, about products and services similar to those initially contracted by the Customer, based on the legitimate interest of Applus+; and
- ii. Send you commercial communications by physical or electronic means about products and services other than those offered and contracted and that you can always consult on the corporate website (), as well as commercial communications about events and news related to these services, provided that the signatory has given his consent. [www.applus.com](http://www.applus.com)

In addition, Applus+ will share such personal data with other entities of the Applus Group (you can consult a list of these entities at) to: <http://www.applus.com/Appluscompanies>

- i. Economic, fiscal, administrative, reporting and internal research purposes for the proper formalization, execution and development of the contractual relationship between the Customer and Applus+ based on its legitimate interest to do so; and
- ii. Send you commercial and/or promotional communications by physical or electronic means about products and services owned and/or offered by other members of the Applus Group, as well as events and news related to the activities of the Applus Group if the signatory has given his consent.

In addition, we may share your personal data with third parties other than the Applus Group listed below and under the following circumstances:

- i. **Service Providers** (including companies in the Applus Group). Your personal data may be processed by our service providers and business partners who provide us with maintenance, IT, management, financial, accounting, legal, auditing and communication and marketing services for the correct formalization, execution and development of the contractual relationship between you and Applus+.
- ii. Security forces and bodies, judges and courts, regulatory entities, government authorities or other competent third parties. We may share your personal data with these third parties when we deem it necessary to comply with a legal or regulatory obligation or, based on the legitimate interest of Applus+, to otherwise protect our own rights as well as the rights of third parties.
- iii. Commercial operations. We will share your personal data with any third party that buys, or to whom we transfer, all or almost all of our assets and businesses or with whom we carry out a similar merger, consolidation or restructuring based on Applus+'s legitimate interest in carrying out the corresponding commercial transaction.

With regard to all personal data processing based on the legitimate interest of Applus+, we inform you that we have carried out the corresponding weighting judgments in order to ensure that your interests, or your fundamental rights and freedoms that require the protection of your personal data, do not prevail over it. These judgments are available to you if you so request.

Some of these recipients are located in countries outside the European Union, including countries that do not provide a level of data protection equivalent to that of the Union, which you can check at the link. <https://www.aepd.es/reglamento/cumplimiento/transferenciasinternacionales.html>

To ensure the security of such data, Applus+ has applied adequate guarantees (such as contractual commitments) in accordance with applicable legal requirements, in order to ensure that your data is adequately protected, based on standard contractual clauses approved by the European Commission Implementing Decision (EU) 2021/914 relating to standard contractual clauses for the transfer of personal data to third countries in accordance with Article 46.2.c) of the RGPD. Interested parties may request more information through the email address indicated below: [rgpd.energyandindustry.esp@applus.com](mailto:rgpd.energyandindustry.esp@applus.com)

Interested parties have the right to object to the processing of their personal data, at any time, when it is based on legitimate interest, by sending an email to, accompanied by a photocopy of your ID or equivalent identification document. In the same way, you can exercise your rights of access, rectification, deletion, portability, limitation of treatment and, where appropriate, revoke your consent (in addition to not being subject to automated individual decisions - including profiling). Likewise, interested parties have the right to go to the Spanish Data Protection Agency (<https://www.aepd.es/>) for any query or complaint regarding data protection. [rgpd.energyandindustry.esp@applus.com](mailto:rgpd.energyandindustry.esp@applus.com) <https://www.aepd.es/>

Personal data will be kept for the duration of the contractual relationship and after that, for the period of limitation of legal and contractual actions for the defense of the rights of Applus+.

### **Data Protection Clause applicable when the Customer is a natural person**

This clause describes the way in which Applus+, with address for these purposes that of the corresponding Service Provider in accordance with those indicated in the previous section 2.2 and email, as data controller, will process personal data, such as name, surname, postal address, email address, telephone number, ID or other identity documentation, date of birth and, if you access our facilities, the documentation necessary to comply with the requirements in matters of occupational risk prevention, bank details and any other information you provide to us when signing this offer and/or contract or during our business relationship. Please note that the personal data we collect in the context of this offer and/or contract are mandatory and, therefore, essential for the proper provision of the services or products that you have contracted with Applus+. Therefore, not providing the necessary information may prevent Applus+ from providing you with the requested services or products. [rgpd.energyandindustry.esp@applus.com](mailto:rgpd.energyandindustry.esp@applus.com)

Your personal data will be processed by Applus+ for the following purposes:

- i. Ensure adequate compliance with this offer and/or contract, to which you are a party, which governs the provision of services by Applus+, including, as the case may be, the shipment of products and the carrying out of all those communications that are necessary to ensure such compliance. The legitimate basis for this treatment is the formalization, execution and development of the contractual relationship between You and Applus+;

- ii. To comply with the legal obligations applicable to Applus+ and, in particular, those provided for by the *Law 31/1995, of November 8, on Occupational Risk Prevention*;
- iii. To keep you informed, through commercial communications sent by physical or electronic means, about products and services similar to those initially contracted by you under this offer and/or contract, based on the legitimate interest of Applus+ and provided that you do not object to them;
- iv. Carry out risk assessments and prevent fraud, taking into account Applus+'s legitimate interest in carrying out its business in a diligent manner; and
- v. Send you commercial communications by physical or electronic means about products and services other than those offered and contracted and which you can always consult on the corporate website (), as well as commercial communications about events and news related to these services, provided that the signatory has given his consent to do so by checking the box provided for this purpose at the end of this clause. We inform you, however, that the fulfillment of this offer and/or contract will not be subject to you giving your consent for this specific processing of your personal data for commercial purposes. [www.applus.com](http://www.applus.com)

In addition, we may share your personal data with the following third parties and under the following circumstances:

- iv. **Service Providers** (including companies in the Applus Group). Your personal data may be processed by our service providers and business partners who provide us with maintenance, IT, management, financial, accounting, legal, auditing and communication and marketing services for the correct formalization, execution and development of the contractual relationship between you and Applus+.
- v. **Applus Group Entities** (both national and international). Your personal data may be transferred to any of the Applus Group entities listed in for: [www.applus.com/appluscompanies](http://www.applus.com/appluscompanies)
  - Operational, economic, fiscal, administrative, reporting and internal research purposes for the proper formalization, execution and development of the contractual relationship between You and Applus+ based on your legitimate interest in doing so; and
  - Send you commercial and/or promotional communications by physical or electronic means about products and services owned and/or offered by other members of the Applus Group, as well as events and news related to the activities of the Applus Group if the signatory has given his prior consent to do so by checking the box provided for this purpose at the end of this clause.

- vi. Security forces and bodies, judges and courts, regulatory entities, government authorities or other competent third parties. We may share your personal data with these third parties when we deem it necessary to comply with a legal or regulatory obligation or, based on the legitimate interest of Applus+, to otherwise protect our own rights as well as the rights of third parties.
- vii. Commercial operations. We will share your personal data with any third party that buys, or to whom we transfer, all or almost all of our assets and businesses or with whom we carry out a similar merger, consolidation or restructuring based on Applus+'s legitimate interest in carrying out the corresponding commercial transaction.

With regard to all personal data processing based on the legitimate interest of Applus+, we inform you that we have carried out the corresponding weighting judgments in order to ensure that your interests, or your fundamental rights and freedoms that require the protection of your personal data, do not prevail over it. These judgments are available to you if you so request.

In relation to the transfer of your personal data, please note that they may be transferred to, stored and processed in a country that does not provide an adequate level of protection for personal data under European Union legislation (such as the Philippines, China, the United States, among others). In this regard, we have implemented adequate guarantees (such as contractual commitments) in accordance with applicable legal requirements, in order to ensure that your data is adequately protected, based on the standard contractual clauses approved by the European Commission Implementing Decision (EU) 2021/914 concerning standard contractual clauses for the transfer of personal data to third countries in accordance with Article 46.2.c) of the RGPD.

For more information about such adequate safeguards, please contact us as indicated in this clause.

We will keep your personal data for as long as the contractual relationship with you is maintained. When this relationship ends, we will keep your personal data for a period that allows us to:

- Maintain business records for analysis and/or auditing purposes;
- Comply with the conservation requirements established in the applicable regulations;
- Defend or file any legal claim, both existing and potential;
- Process any complaint related to the services.

We will delete your Personal Data when it is no longer necessary for such purposes. If there is information that, for technical reasons, we cannot completely delete from our systems, we will take appropriate measures to prevent any further processing or use with respect to such data.

You have the right to object to the processing of your personal data, at any time, when it is based on legitimate interest, by sending an email to, accompanied by a photocopy of your ID or equivalent identification document. In the same way, you can exercise your rights of access, rectification, deletion, portability, limitation of treatment and, where appropriate, revoke your consent (in addition to not being subject to automated individual decisions - including profiling). Likewise, interested parties have the right to go to the Spanish Data Protection Agency ( ) for any query or complaint regarding data protection. [rgpd.energyandindustry.esp@applus.com](mailto:rgpd.energyandindustry.esp@applus.com) <https://www.aepd.es/>

If you wish, you can contact us by sending an email to [rgpd.energyandindustry.esp@applus.com](mailto:rgpd.energyandindustry.esp@applus.com)

## **16. INTELLECTUAL AND INDUSTRIAL PROPERTY**

Intellectual property rights, of any kind (*patents, brands, utility models, designs, copyright, software, etc.*), as well as the know-how used by the Service Provider in the framework of the execution of the Services will be your exclusive property. The use by the Customer of any intellectual property right, as well as of the know-how owned by the Service Provider in the context of the execution of the Services, does not in any case represent the transfer or license to use these rights by the Service Provider in favor of the Customer.

The Customer will not carry out any action that could affect the validity of the know-how and intellectual property rights of the Service Provider.

In addition, the intellectual property rights, as defined and, in particular, the know-how developed by the Service Provider's staff within the framework of the execution of the Services correspond to the Service Provider.

The Customer may not use the corporate name or trademarks of the Service Provider for any purpose, without the prior authorization of the Service Provider.

To the extent that the Service Provider requires the use of the Customer's intellectual property rights for the execution of the Services, the Customer grants the Service Provider a free, non-exclusive license, without the right to sublicense and revocable, for the sole purpose of providing the Services. The license contemplated in this section will expire at the end of the Services.

The Customer guarantees that the use of intellectual property rights by the Service Provider does not violate any intellectual or industrial property right of any third party.

## **17. LIMITATION OF LIABILITY**

The Service Provider will be liable to the Customer for damages actually caused by a defective provision of the contracted Services, within the limits established in the regulations applicable to each Customer, depending on their nature.

However, the Service Provider will not be responsible in the following cases:

- 1.** Damages caused by the Customer's misuse of the Services.
- 2.** Failures or incidents attributable to circumstances beyond the reasonable control of the Service Provider.
- 3.** Indirect damages, loss of profits or loss of benefits
- 4.** Errors or deficiencies in the Services attributable to incorrect or incomplete information provided by the Customer.
- 5.** Impossibility of accessing the Customer's facilities for reasons beyond the Service Provider's control or non-compliance with coordination obligations on the part of the Customer.
- 6.** Unsafe conditions in facilities that prevent the provision of the Service in accordance with applicable safety regulations.

7. Lack of availability of the Customer's personnel or resources necessary for the coordination and execution of the Service.

The total liability of the Service Provider to the Customer may not exceed, under any circumstances, the total amount paid for the Services subject to the claim. For business (B2B) customers, this limitation will apply regardless of the degree of fault. For consumers (B2C), this limitation will apply to the maximum extent permitted by consumer protection regulations.

## **18. RESOLUTION**

### **Causes of suspension or early termination attributable to the Customer**

If within fifteen (15) days after the express notification to the Customer by the Service Provider of the existence of any of the cases listed below, the Customer has not taken adequate measures to resolve them, the Service Provider may (without giving rise to any obligation or liability for the Service Provider): (i) suspend or terminate the execution of the Order; or (ii) suspend or terminate the Particular Conditions.

The assumptions mentioned above are the following:

- i. The non-payment by the Customer of any of the overdue, liquid and due amounts;
- ii. The lack or insufficiency of the necessary information that the Customer should provide for the execution of the Services;
- iii. The impossibility for the Service Provider to access the Customer's facilities or the means necessary for the execution of the Services because of the Customer;
- iv. Obstructing the Service Provider from fulfilling the provision of Services by the Customer;
- v. The non-acceptance by the Service Provider of any modification of the Order or of the Special Conditions proposed by the Customer;
- I saw. Failure to adopt the preventive measures necessary for adequate control of risks to the Safety and Health of the Service Provider's personnel during the development of the work;
- vii. The Customer's serious breach of any of its obligations; and
- viii. In the case of Customers, legal entities, any change of control by the Customer without having been previously and expressly notified to the Service Provider.

### **Causes of suspension or early termination attributable to the Service Provider**

If within fifteen (15) days after the Customer notifies the Service Provider of the existence of any of the following cases, the Service Provider has not taken adequate measures to mitigate or resolve them, the Customer may (without giving rise to any obligation or liability for the Customer): (i) suspend or terminate the execution of the Order; or (ii) suspend or resolve the Particular Conditions.

The assumptions mentioned above are the following:

- i. The delay in providing the Services, in accordance with the deadlines stipulated in the Order or in the Special Conditions, for more than thirty (30) working days without just cause and unless such delay is due to causes beyond Applus+ or a cause of force majeure;

- ii. The poor provision of the Services by the Service Provider without thirty (30) days after the notification to the Service Provider by the Customer, the Service Provider has taken appropriate measures; and
- iii. The serious breach by the Service Provider of any of its obligations in the framework of the execution of its Services.

#### **Consequences of the resolution or suspension for reasons attributable to the Customer**

In the event of early termination of the Order for reasons attributable to the Customer, the Service Provider shall be entitled to receive the amount corresponding to the value of the Services already executed, the amount of the cancellation of orders issued by the Service Provider to its suppliers and subcontractors and the reasonable amount justified by the costs of demobilizing equipment and personnel. Additionally, the Service Provider will have the power to claim any damages that may have occurred, at its total discretion.

#### **Consequences of the resolution due to a cause attributable to the Service Provider**

In the event of early termination of the Order, for reasons attributable to the Service Provider, the Customer will pay the Service Provider the amount corresponding to the value of the Services already executed and will have the right, but not the obligation, to subrogate orders issued by the Service Provider to its suppliers and subcontractors.

### **19. FORCE MAJEURE**

Neither Party shall be responsible for non-compliance with its obligations when it is due to force majeure, meaning circumstances that are beyond the reasonable control of the Party invoking them, including, but not limited to: strikes, wars, natural disasters, telecommunications failures, pandemics or epidemics; government restrictions that prevent the provision of the Service, and any other extraordinary, unpredictable and unavoidable circumstance that is beyond the control of the Parties.

In the event of a cause of force majeure, the Party concerned shall notify the other Party as soon as possible, indicating the expected duration and the effects on contractual obligations.

If the force majeure situation continues for more than three (3) months, either Party may terminate the Contract, without the right to compensation from the other, but with reimbursement to the Customer of the amounts paid for the Services not provided.

### **20. MODIFICATION OF THE CONDITIONS**

The Service Provider reserves the right to modify, at any time and without prior notice, these General Conditions for reasons of adaptation to regulatory changes, improvements in the Services, changes in market conditions or for technical or operational reasons. The modifications will take effect as soon as they are published on the Website, and will apply only to Contracts formalized after such publication. The modification of these General Conditions will not affect contracts already concluded, which will continue to be governed by the conditions in force at the time of their formalization.

The Service Provider reserves the right to unilaterally update the technical and functional specifications of the Services, as well as the particular conditions of provision, provided that such modifications do not affect the price already contracted and are objectively beneficial to the Customer or maintain the quality of the contracted Service.

In addition, the Service Provider reserves the right to temporarily suspend the provision of the service for technical, maintenance, security reasons, or for the Customer's breach of its contractual obligations, as well as to unilaterally terminate the Contract in the event of a breach by the Customer, subject to notification in the legally established terms. In the same way, it reserves the right to modify the prices of the Services offered for future Contracts, always respecting the prices agreed in already formalized Contracts.

The Service Provider may limit, suspend or deny access to the Website to those Users who make inappropriate use of the Website or who fail to comply with these General Conditions, as well as to fully or partially subcontract the provision of the Services, while maintaining liability to the Customer. Likewise, you may temporarily interrupt access to the Website or the Services for maintenance, technical updates or causes of force majeure, without giving rise to any right to compensation on the part of the Customer.

All the rights recognized here will be exercised in accordance with current legislation and with respect for the rights of consumers and users established in the applicable regulations.

## **21. ANTI-CORRUPTION LAWS AND CORRUPT ACTIVITIES**

### **Definitions**

For the purposes of this clause:

**"Branch"** means: With respect to any other Person who, directly or indirectly, controls, is controlled by or is under the same as the Person with respect to whom this term is used.

**"Public Official (s) or equivalent (s)"** means: All people who hold, or have held for the last 12 months, any of the following positions:

- Officials or employees of public administrations at all levels, regardless of decision-making capacity or seniority;
- Officials or employees of state-owned or State-controlled companies, including, but not limited to, State-owned companies;
- Officials or employees of public international organizations (such as the World Bank or the United Nations and its specialized agencies);
- Representatives or persons who exercise official functions for public administrations, state companies or companies subject to state control and international organizations of a public nature; or
- Members of political parties, their employees and representatives, and candidates for public or political office.

**"Person"** means: Any natural person, legal entity, association, organization, community, entity, corporation, trust or any other similar organization.

### **Compliance with anti-corruption laws**

In connection with the signing and compliance of the Contractual Documentation, the Parties declare that they have complied with and undertake to continue to comply with applicable anti-corruption laws and regulations, including without limitation the anti-corruption laws of the country where the provision of Services will take place and any other applicable laws relating to bribery, extortion and unofficial payments, as well as with the Applus+ Code of Ethics and its Anti-Corruption Policy and Procedure, which the Parties declare to know and which they will find available at all times on the Applus+ website or on the following web links: (collectively "[www.applus.com](https://www.applus.com/global/es/about-us/ethics-and-compliance)<https://www.applus.com/global/es/about-us/ethics-and-compliance>Applicable Anti-Corruption Laws").

### **Prohibition of corrupt activities**

a) The Parties declare and guarantee that they have not (or, where appropriate, their Affiliates or, to the best of their knowledge, their respective administrators, managers, employees, distributors, agents or representatives) offered, promised, made, requested or accepted and will not offer, promise, make, request, authorize or accept, directly or indirectly, any unjustified benefit or advantage, bribery, unofficial payment or other improper or illegal payments to any Person in connection with the provision of Services, or any related activity.

b) The Parties declare and guarantee that they have not (or, where appropriate, their Affiliates or, to the best of their knowledge, their respective directors, managers, employees, distributors, agents or representatives) made, offered, paid, promised or authorized in a corrupt manner and will not do, offer, pay, promise or authorize the payment or gift of money or something of value directly or indirectly to any Public Official or other Person) for the purpose of: (i) influencing any act or decision of the Public Official in their capacity official, (ii) inducing the Public Official to do or not to do an act in violation of their legal duty; (iii) obtaining an undue advantage; or (iv) inducing the Public Official to influence the act or decision of the public administration to help the Parties obtain or retain business or secure undue advantages, including licenses, permits, government authorizations or any decision related to the Order and therefore to the provision of Services, or any related activity

c) The Parties declare and guarantee that they have not (or, if any, their Affiliates or, to the best of their knowledge, their respective administrators, managers, employees, distributors, agents or representatives) influenced or tried to influence, nor will they attempt to influence, a Public Official, taking advantage of their personal relationship with him in order to obtain favors or preferential treatment in relation to the Order and the Services, or any related activity.

### **Internal controls, record retention and auditing rights**

The Parties must maintain adequate internal procedures and controls to ensure compliance with Applicable Anti-Corruption Laws. In addition, they must keep, for a minimum period of five (5) years after the expiration or termination of the execution of the Services, or for a longer period if established by applicable regulations, records related to the expenses incurred in connection therewith, including payments to governments, authorities and Public Officials.

Each Party (or its representative) shall have the right, upon reasonable notice, to review the other Party's records to verify compliance with this clause and with Applicable Anti-Corruption Laws.

### **Right of disclosure**

Notwithstanding the confidentiality obligations that the Order or the Particular Conditions may provide, at any time, either Party may disclose information regarding a possible violation of Applicable Anti-Corruption Laws to a governmental or non-governmental agency and to any other Person that that Party determines with legitimate interest.

### **Non-governmental nature**

Each party represents and guarantees that (i) he is not a Public Official; (ii) no Public Official has any particular interest in the Order, the Particular Conditions or in the execution of the Services or in any other matter related thereto (iii) is not controlled by or for the benefit of any Public Official

### **Duty to update information**

The Parties state that they will immediately proceed to inform the other Party in the event of a change in or non-compliance with any of the statements contained in this clause.

### **Breach and Termination**

Notwithstanding any contrary provision in these General Conditions, in the event that a Party ("**Non-Breach Party**") reasonably believes that the other Party ("**Defaulting Party**") has breached or will breach this clause or reasonably believes that the Breaking Party has violated or will violate any Applicable Anti-Corruption Law: (i) The Non-Defending Party shall have the right to unilaterally terminate the Order and/or the Particular Conditions immediately and without giving rise to any right to compensation; and (ii) the Defending Party will defend, compensate and hold the Non-Defending Party harmless from any cost, damage, loss, liability, expense, judgment, fine, liquidation and any other amount of any nature, including reasonable attorneys' fees, arising from any breach of Applicable Anti-Corruption Laws or this clause, whether directly or indirectly, by or on behalf of or with the knowledge of the Defending Party.

## **22. COMPLIANCE WITH SANCTIONS AND EXPORT CONTROL REGULATIONS**

For the purposes of this clause, Sanctions and Export Control Rules means (a) national and international export control laws and regulations applicable to the import, export, or re-export of certain Items, as well as (b) trade and economic sanctions imposed by the United States (including, but not limited to, OFAC), the United Nations, the European Union, or any other country or authority that may apply in a particular case.

The Customer hereby undertakes to:

- i. To comply with Sanctions and Export Control Regulations;
- ii. Do not cause Applus+, directly or indirectly, to run the risk of a possible violation of any Sanctions and Export Control Regulations;
- iii. Take all necessary measures to ensure that your own suppliers and/or subcontractors directly or indirectly involved with this Agreement comply with the provisions set out in this Clause.

The Customer represents and guarantees that:

- i. The Client, its subsidiaries or other companies in its group and their respective directors, officers, and direct or indirect partners are not a sanctioned person.
- ii. You have not received notification of, nor are you aware of, any complaint, action, demand, proceeding or investigation against you with respect to the Sanctions and Export Control Regulations by any authority; and
- iii. You have not committed or been involved in any transaction that evades or avoids, or is intended to evade or avoid, or violates or attempts to violate, directly or indirectly, any Sanctions and Export Control Regulations that apply to you.

In the event that Applus+ reasonably considers that the Customer has breached any provision of this Clause:

- i. Applus+ will have the right to immediately and unilaterally cancel the Orders; and
- ii. The Customer must defend, compensate and hold Applus+, its directors, officers and employees harmless from and against any and all costs, claims, damages, losses, liabilities, expenses, including attorney's fees, any litigation or settlement expenses, and court costs, judgments, fines and any other amount of any nature, arising from any breach of this clause, directly or indirectly, by, on behalf of or with the knowledge of the Customer.

Applus+ will not be required to comply with any of the obligations under the Contractual Documentation if such compliance is caused by any impediment arising from the Sanctions and Export Control Regulations. In such a case, Applus+ will have the right to immediately cancel the corresponding Order.

## **23. PREVENTION OF OCCUPATIONAL HAZARDS**

### **General requirements**

Applus+ has implemented an Occupational Risk Prevention Plan in accordance with Law 31/1995, of November 8, on Occupational Risk Prevention. The risks derived from our own activities have been identified and evaluated and the necessary preventive measures have been taken.

Applus+ staff have received information, training and work instructions related to their own activities, and are equipped with the necessary protective equipment depending on the nature of the risks.

In cases where the Services consist of carrying out industrial radiography work, they will be carried out in accordance with the safety measures set out in the Operating Regulations of IRA 1108 owned by Applus+ and which contemplate the radiological protection conditions established in Royal Decree 783/2001, of July 6, approving the Regulations on health protection against ionizing radiation (RD 783/2001).

### **Coordination of business activities**

In accordance with the provisions of Royal Decree 171/2004, of January 30, which develops article 24 of Law 31/1995, of November 8, on Occupational Risk Prevention, with regard to the coordination of business activities (RD 171/2004), coordination mechanisms will be established between the Customer and Applus+ to ensure that the work is carried out under adequate safety conditions.

If the work is carried out in a work center that is not owned by the Customer, the Customer will facilitate the establishment of the necessary coordination mechanisms between the owner of the work center where the work will be carried out and Applus+ and will guarantee the cooperation of the owner of the center.

### **Obligations of the Customer (or owner of the work center if it does not match the customer)**

- i. Appoint an interlocutor with Applus+ in the area of occupational risk prevention.
- ii. Transmit to Applus+, before the start of work, information on general workplace risks that may affect the work carried out by Applus+ and/or its workers, preventive measures against them and emergency measures. If there is a risk classified as serious or very serious, the information will be provided in writing.
- iii. Guarantee during the development of the work that all the necessary preventive measures have been adopted to ensure the control of the general risks of the workplace and to immediately notify any changes that occur in relation to these risks.

- iv.** In the event that the works present special risks, establish the necessary safety measures and authorize them to be carried out in writing by means of a special work permit that guarantees that the works are carried out in a controlled manner, ensuring coordination and communication between those responsible for their execution and the rest of those involved (Client or other concurrent companies) and preventing the simultaneous execution of works that present potentially risk-generating incompatibilities through their temporary planning.

The following types of work fall into this assumption:

- Works that present a high complexity of coordination and/or communication between those who must carry it out and those responsible for the site or installation in which they are carried out. For example, jobs that require the release of complex installations.
  - Work that cannot be carried out simultaneously with other activities because they have incompatibilities that potentially generate risks or that could amplify them (domino or concurrent effect). For example, work in ATEX areas.
  - Work at risk of accidents where, due to their execution or place in which they are carried out, they make it difficult to maintain visual control with the workers who carry them out or to carry out rescue operations in the event of an accident. For example, working in confined spaces or working at height in complex rescue areas.
  - Activities or processes that by regulation are considered to be dangerous or with special risks.
  - Other jobs considered to be of special risk according to the criteria established in the Applus+ PRL Management System.
- v.** If it is necessary for Applus+ workers to use machinery, tools and/or products owned by the customer, the Customer must inform Applus+ workers about their operation, the risks associated with their use and the applicable safety measures, formalizing in writing the authorization for their use by Applus+ workers and the information provided.

### **Applus+ Obligations**

- i.** Report the risks generated by the activities subject to the Service that may affect workers of other competing companies.
- ii.** Notify the owner of the workplace of any accident or emergency situation that occurs in connection with the concurrence of activities.
- iii.** Provide your workers with all the preventive information received about workplace risks and applicable preventive measures and monitor their effective implementation.

## **24. NULLITY AND INEFFECTIVENESS OF THE CLAUSES**

If any clause of these General Conditions is declared totally or partially null or ineffective, such nullity or ineffectiveness will affect only that provision or the part of it that is null or ineffective, with these General Conditions remaining in everything else and such provision being considered totally or partially by not included.

## **25. COMMUNICATIONS**

Any communication between the Service Provider and the Customer must be made in writing, through the following means:

- By email, to the email address provided by the Customer during the registration process or to the one indicated by the Service Provider.
- Through the contact form available on the Website.

The Customer expressly accepts the use of email as a valid procedure for exchanging information and sending communications with the Service Provider.

## **26. APPLICABLE LEGISLATION AND COMPETENT JURISDICTION**

These General Conditions will be governed and interpreted in accordance with Spanish legislation. When the Customer is a consumer or user under the terms of the TRLGDCU, the specific rights established by the applicable consumer and user protection regulations will apply in addition. For business (B2B) customers, the liability limitations, deadlines and conditions set out in these General Conditions will apply in full without the additional restrictions of consumer regulations. The Service Provider may require additional information during the hiring process to determine the Customer's condition.

For any dispute that may arise in relation to these Conditions, the provision of the Services or the use of the Website, the parties submit, at their choice, to the Courts and Tribunals in Spain at the consumer's address or those at the address of the Service Provider, provided that, as indicated, the Customer is considered a user or consumer.

In the event that the Customer does not have the status of user or consumer, the Parties expressly submit themselves to the Courts and Tribunals of Madrid capital, with the express waiver of any other jurisdiction that may apply to them.

Notwithstanding the foregoing, for the resolution of disputes with consumers or users, the Parties may use alternative dispute resolution systems, including mediation before competent public bodies.

Date of last update: [13 November 2025]