

General Terms and Conditions for Contracting - TÜV Rheinland Ibérica, Inspection, Certification & Testing, S.A. (hereinafter, "TÜV Rheinland").

1. General.

- 1.1. The following conditions are valid for the agreed services, as well as for other ancillary and/or complementary services which are necessary for the contract's proper execution within the sphere and scope of the stipulated services.
- 1.2. Any other general terms and conditions for contracting that belong to the client shall not apply and are hereby expressly excluded. This includes any terms and conditions for contracting that belong to the client and which have not been expressly rejected by TÜV Rheinland, which will not be considered a valid part of the contract.

2. Bids.

- 2.1. Until the final signing of the contract, or until the express, written acceptance of the bid, TÜV Rheinland's bids are conditional and non-binding (especially in terms of their scope, execution, prices, and deadlines), and, thus, they may be changed by TÜV Rheinland without notice.
- 2.2. Unless otherwise agreed, TÜV Rheinland's bids may be subject to review in the event of variations in legal, regulatory, or process requirements.

3. Entry into force and term of the contract.

- 3.1. The contract shall enter into force on the date stated in TÜV Rheinland's bid, and it shall remain in force during the period of time provided for therein, or the period stipulated in a separate contractual document signed by both contracting parties, or, alternatively, it shall remain in force for the period of time during which the work requested by the client is undertaken by TÜV Rheinland. In the event that the client submits a purchase order to TÜV Rheinland without a previous bid being received from TÜV Rheinland, it is left to the discretion of TÜV Rheinland whether to accept the order by means of a written statement of acceptance (this includes statements sent by electronic means) or by performing the services requested and listed on the purchase order or request.
- 3.2. The term of the contract begins when said agreement enters into force, in accordance with the provisions of point 3.1, above. The term shall remain in force for the amount of time set forth in the contract.
- 3.3. If the contract allows for the extension of its term, it is to be extended for the period of time set forth therein – unless the contract is terminated by means of a written notice from one party to the other at least thirty (30) days before the date of expiration of the contractual term agreed upon.

4. Scope of services.

- 4.1. The scope of services shall be defined unanimously and jointly through a statement by both parties. If there is no such statement, written confirmation from TÜV Rheinland shall take precedence.
- 4.2. Services shall be carried out following the generally recognised guidelines for the technique in question, and in compliance with the regulations in force at the time of order confirmation.
- 4.3. In addition, TÜV Rheinland may determine, at its sole discretion, the method to be used and the types of tests to be carried out – unless otherwise expressly agreed in writing or if there are mandatory regulations that stipulate the observance of a particular procedure.
- 4.4. Mere execution of the services does not imply any type of guarantee from TÜV Rheinland in terms of the proper operation and adequacy (proper quality) of the parts or components inspected or tested or analysed, nor does it guarantee the installation as a whole, nor does it guarantee that the procedures, organisation, use, and application of said services aligns with regulations, nor does it guarantee the suitability of the systems on which the installation is based. More specifically, TÜV Rheinland will not assume any responsibility as regards the construction, selection of materials, and assembly of the installations examined – unless this has been expressly stipulated in the contract.
- 4.5. In the event of inspection work, TÜV Rheinland will not assume any liability for the accuracy of the programmes or of the regulations, standards, or technical rules that inspections and opinions must be based on – except if otherwise expressly agreed to in writing.

5. Periods and deadlines for service execution.

- 5.1. The periods and deadlines contractually agreed to are based on mere estimates of the scope of work according to the specific data and information provided by the client. Therefore, such periods and deadlines shall only be binding if TÜV Rheinland expressly confirms their nature as "binding" in writing.
- 5.2. If any period or deadline is expressly set as being "binding" in nature for the provision of services, counting for said period or deadline is not to begin until the client has provided TÜV Rheinland with all the information and documentation required. The aforementioned shall be applied, even without the express approval of the client, to any delays in terms of the dates agreed to for which TÜV Rheinland is not responsible.

6. Client's obligation to cooperate.

- 6.1. The client hereby guarantees to provide to TÜV Rheinland, in due time and free of charge, any cooperation that may be required from the client, the client's agents and/or partners, and/or from third parties for the proper provision of the services under this contract.

- 6.2. In the case of inspection work, any items to be tested and inspected, design documentation, any other documents, ancillary materials, support staff, etc., necessary to undertake the services must be made available to TÜV Rheinland free of charge. More specifically, any necessary documentation relating to the items to be inspected (equipment, installations, projects, etc.) must be made available to TÜV Rheinland so that the inspection services may be undertaken.

- 6.3. In all cases, the client's actions while cooperating with TÜV Rheinland must always be in accordance with the law, applicable standards, and any regulations in force in terms of safety and the prevention of occupational risks.

- 6.4. The client must bear any additional costs incurred as a result of the need to repeat work or due to delays caused by having been provided with information later than planned, or because the information provided was incorrect or incomplete, or due to a lack of proper cooperation. Even if fixed or maximum prices have been agreed upon, TÜV Rheinland reserves the right to invoice supplementary costs and amounts, doing so in addition to the maximums agreed. More specifically, the repetition of visits due to reasons unrelated to our service, hours spent waiting, additional services, and/or work outside of normal working hours shall be billed according to current rates at the time. For the aforementioned purposes, a normal day of work is 8 hours, carried out between 8:00 a.m. and 8:00 p.m., inclusive, on working days and from Monday to Friday.

7. Invoicing.

- 7.1. If the scope of the services is not defined in writing in the purchase order or bid, billing shall be based on the fees and expenses incurred. If applicable fees or prices have not been agreed in writing, the invoicing of services shall be carried out according to the fees and prices of TÜV Rheinland that are in force at the time the services are rendered.
- 7.2. Unless expressly agreed otherwise, all services shall be invoiced as the contracted work is completed.
- 7.3. Billable hours are considered to be actual time spent, which includes time dedicated to studies, inspections, tests, producing reports, and travel time.
- 7.4. The prices indicated are valid as long as the conditions stated in the offer are not modified. The prices quoted do not include any taxes that are in force (VAT at the legal rate at the time of service provision), nor do they include any governmental fees, in the event that these fees are applicable.
- 7.5. If the execution of the work is spread over a period of time exceeding one (1) month and the value of the order or the agreed fixed price is higher than € 2,500, TÜV Rheinland may require a provision of funds, advance payments, or payment in instalments.

8. Payment terms.

- 8.1. All amounts invoiced are to be considered due for payment, with no type of deduction being applicable thereto at the time the invoice is received. Discounts will not be granted.
- 8.2. Payments will be made on the date set forth via bank transfer to the account belonging to TÜV Rheinland that is listed on the invoice. When making your payment, you must indicate the invoice number and client number.
- 8.3. In the event payment is past due, TÜV Rheinland may request the payment of interest in accordance with the contract and/or any legal provisions which may apply, as well as requesting the reimbursement of any costs of such a claim (whether inside or out of court). In addition, TÜV Rheinland reserves the right to claim losses and/or damages.
- 8.4. In the event that the client is late paying an invoice after having been granted a reasonable grace period, TÜV Rheinland reserves the right to terminate the contract; if applicable, to withdraw the certification; to request reparation for any losses and/or damages stemming from the services not being undertaken, as well as for any other losses and/or damages that may have been caused; and to refuse to continue with the services hired under the contract.
- 8.5. Clause 8.4 shall also apply in the event of returned cheques, failure to meet payment obligations, bankruptcy, and, in general, in the event of any other type of insolvency situation, whether de facto or de jure, in relationship with the client – provided this type of situation can be proven.
- 8.6. Any objections in relation to invoices issued by TÜV Rheinland must be formalised in writing within two (2) weeks, to be counted from receipt of the invoice.
- 8.7. TÜV Rheinland reserves the right to request reasonable amounts for expenses.
- 8.8. The client's withdrawal or discontinuance once the bid has been accepted will entitle TÜV Rheinland to – in addition to invoicing the proportional part of the services performed up until the time of withdrawal or discontinuance – withhold any amounts that, if applicable, may have been invoiced in advance in accordance with the contract, and/or to invoice, additionally and if applicable, the percentage of the amount of work performed for the contracted services, doing so as provided for in the contract. Such amounts must be paid by the client as compensation for the costs incurred up until that moment, and, in all cases, as compensation for any losses and/or damages arising as a result of the unilateral termination of the contract.
- 8.9. In the event of an increase of the general costs and/or the costs for the purchase or acquisition of materials, and

always at the start of a month, TÜV Rheinland may increase its prices proportionally. To undertake the aforementioned, TÜV Rheinland shall make its intentions known to the client at least one (1) month in advance of the date on which the price increase is to go into effect (period for notifying rate changes). If the price increase per contract year does not exceed 5%, the client may not use this reason to terminate the contract. In the event of a price increase exceeding 5% per contract year, the client may terminate the contract by making their intention known so that said termination may take effect at the end of the period for notifying rate changes. If the contract is not terminated, the new, modified prices will be considered valid as if they had been agreed upon after the expiry of the period referred to above.

- 8.10. In terms of amounts owed to TÜV Rheinland, the client may only deduct amounts to compensate for monies that are legally recognised as compensable and legally indisputable.

9. Acceptance.

- 9.1. Any part of the work included in the purchase order or in the bid that has been completed independently is to be considered a partial service and, as such, it may be submitted by TÜV Rheinland for its acceptance and receipt by the client. The client is obliged to an immediate receipt.
- 9.2. In the event that the client fails to comply with their obligation of immediate receipt and acceptance, acceptance shall be deemed to have taken place thirty (30) days after completion of the service, or part of its completion, if TÜV Rheinland has expressly advised the client of the limited timeframe referred to above once the service has been undertaken.

10. Confidentiality.

- 10.1. In this contract, the term "confidential information" is to be understood as all kinds of information, documents, graphics, diagrams, drawings, know-how, data samples, project documentation, etc. that, during the term of this contract, is handed over, transmitted, or disclosed in any form and/or on any media by either party (the "disclosing party") to the other (the "receiving party"). This also includes copies in paper and electronic format.
- 10.2. Any information transmitted by the parties and exchanged between them will be considered "confidential," with no need for said information to be expressly marked as "confidential" by the disclosing party before being handed over to the receiving party.
- 10.3. All the confidential information that the disclosing party transmits or makes available in any way to the receiving party (a) must be used by the receiving party only to accomplish the aims of the contract, unless there is an express, written agreement otherwise with the disclosing party; (b) may not be photocopied, distributed, published, or transmitted in any other form to third parties by the receiving party, unless this is necessary to fulfil the aims of the contract, or if TÜV Rheinland is required by law or for administrative reasons to provide said information, inspection and testing reports, and/or confidential documents to public authorities or to third parties involved in the undertaking of the contract; (c) must be treated by the receiving party with the same level of confidentiality with which said receiving party treats its own confidential information – but never with less diligence than that which is objectively due.
- 10.4. The receiving party shall disclose the confidential information received from the disclosing party only to the employees or partners to whom disclosure is strictly necessary and those that need to know said information for an adequate provision of the services. The receiving party agrees to oblige said employees and/or partners to respect the same level of professional privilege and confidentiality as established herein.
- 10.5. In this agreement, information for which the receiving party can demonstrate the following is not considered to be confidential in nature: (a) it is information that was in the public domain at the time of its disclosure or was known by the general public without breach of any confidentiality stipulations herein; or (b) the receiving party had received the information through a third party, from whom said information could be obtained legally; or (c) the information was already in the possession of the receiving party prior to transmission by the disclosing party; or (d) the receiving party obtained the information through its own means, regardless of its transfer by the disclosing party.
- 10.6. Confidential information shall remain the property of the disclosing party. The receiving party hereby agrees to undertake the following at the choice of the disclosing party, at any time, and upon the request of the disclosing party; and likewise, the receiving party hereby agrees to undertake the following, without the need for any type of request, immediately after the termination or the expiration of this contract's term: (i) to return all confidential information, including copies thereof, to the disclosing party; or (ii) to proceed to the destruction of all confidential information, including copies thereof, and to subsequently confirm their destruction in writing to the disclosing party. Not included in the above are reports and certificates issued for the client within the framework of the contract. These documents shall remain in the possession of the client. TÜV Rheinland may archive copies of such reports, certificates, and confidential information in order to demonstrate the accuracy of the results listed therein, as

well as for other general documentary and archiving purposes.

- 10.7. In the event of inspection work, the result of the inspections carried out is to be considered confidential with regard to third parties, only accessible by the client and, in the event of inspections, by the government or ENAC. Likewise, any information on design or production processes that may be obtained from the client shall be deemed to be, in its entirety, confidential with regard to third parties.

In the event of training services, all information handled as part of the training activities shall also be considered confidential with regard to third parties.

- 10.8. If, according to the specifications of the bid or contract, any type of report or documentation must be handed over to the client, said documentation is to be considered to have been prepared strictly for the use set forth in the bid or contract. Said documentation may not be distributed or provided to any other parties in whole or in part, nor may it be used for purposes other than those set forth in the bid or contract, without the prior written consent of TÜV Rheinland.

All information and data contained in the bid (even without the bid having been accepted) or contract, as well as any information, documentation, products, or tangible goods to be delivered to the client under the terms of the bid or contract, and any other documents, data, or information stemming from the service provision, in any format or on any type of media, is considered to be strictly confidential in nature and is issued with the sole purpose of ensuring an adequate provision of the services. Said information and data is to be understood to have been issued solely for the information, use, and benefit of the client (and, if applicable, to other recipients of the services who have been duly and properly identified in advance in the bid or in the contract). Thus, said information and data may not be used for any other purposes that are not authorised, nor may it be reproduced, referenced, or disclosed, in whole or in part, to a third party without the prior written, express consent of TÜV Rheinland. Merely requesting the preparation of a bid and its receipt thereof by the client implies acceptance of the aforementioned and knowledge of these conditions, which are always at the disposal of clients.

Infringing parties must indemnify TÜV Rheinland for any losses and/or damages, expenses, and costs stemming from a failure to comply with any of the provisions listed herein if the bid (even before its acceptance) or contract prepared by TÜV Rheinland has been used for other, non-authorized purposes other than those set forth in the bid or contract; or if the contents of the bid or contract have been reproduced, referenced, or disclosed to third parties either in whole or in part. This is likewise true for the contents of the reports handed over, as well as other documents, data, and/or information resulting from the provision of services.

- 10.9. The commitments set forth in this section shall have an indefinite term, despite possible termination of the contract for any reason.

11. Intellectual and Industrial Property.

- 11.1. TÜV Rheinland shall retain exclusive ownership and/or joint ownership, depending on the case, of all the intellectual and industrial property rights stemming from any pronouncements, inspection and test results, calculations, presentations, etc. prepared or issued by TÜV Rheinland.

- 11.2. The client can make use of any pronouncements, inspection and test results, calculations, presentations, etc. that were prepared within the context of the order exclusively for the purposes specifically set forth in the bid or contract.

- 11.3. The client may only use pronouncements, inspection and test results, calculations, presentations, etc. in their complete, unfragmented form. Any type of publication or reproduction for advertising purposes needs the prior, written approval of TÜV Rheinland.

12. Use of the TÜV Rheinland Brand

TÜV Rheinland Ibérica Inspection, Certification & Testing S.A. and/or its Group Companies (hereinafter, TÜV Rheinland) are the owners of all intellectual and industrial property rights in relation to the TÜV Rheinland logo and registered trademarks – or they have the authorisations and licences necessary in relation therewith. It is strictly forbidden to unduly use and mention this Company, its Group, and/or our products and services, as well as make any reference to the agreements entered into with us, without prior, written consent from TÜV Rheinland Ibérica Inspection, Certification & Testing, S.A.

Any violation of the intellectual and industrial property rights or a failure to comply with the provisions of this document shall entitle TÜV Rheinland Ibérica Inspection, Certification & Testing, S.A. to proceed to the automatic termination of the agreements signed, notwithstanding the Entity's right to request appropriate compensation for any losses and/or damages incurred, as well as its right to undertake any applicable legal actions.

Therefore, use by the client of the TÜV RHEINLAND logo or of any other trademarks and/or trade names owned by TÜV Rheinland Ibérica Inspection, Certification & Testing S.A. and/or by any entity of our TÜV Rheinland Group is subject to prior, express consent from TÜV Rheinland Ibérica Inspection, Certification & Testing, S.A.; moreover, in relation to the specific characteristics and conditions for authorising such use, use is to always be limited solely to the aims of the bid or contract entered into. In relation to the aforementioned, the client must submit for review by

TÜV Rheinland Ibérica Inspection, Certification & Testing S.A. any media on which the client wishes to use the TÜV RHEINLAND logo or any other trademarks and/or trade names owned by TÜV Rheinland Ibérica Inspection, Certification & Testing, S.A. and/or by any entity belonging to our business group.

Additionally, any information and/or documentation that – within the context of the agreement, if applicable, entered into with the client – is intended to be used by the client for contribution, delivery, or display to third parties and which makes reference to our entity, TÜV Rheinland Ibérica Inspection, Certification & Testing S.A., our Group, and/or our products and/or services must always be reviewed and expressly approved on a case-by-case basis by TÜV Rheinland Ibérica Inspection, Certification & Testing, S.A.

The client must follow the instructions that are provided thereto at all times by TÜV Rheinland Ibérica Inspection, Certification & Testing, S.A. in relation to the use of the logo/trademarks belonging to TÜV Rheinland and/or any references intended to be made in relation to our Company and/or Business Group and/or products/services.

All references in the aforementioned paragraphs made to TÜV Rheinland Ibérica Inspection, Certification & Testing S.A. are considered to have been made to those with powers within TÜV Rheinland Ibérica Inspection, Certification & Testing, S.A. to authorise the use of our logo and registered trademarks and to verify the correctness thereof at any time. (More specifically, Company Management and the Marketing Department).

The signing of a contract or the acceptance of a bid does not imply the transfer in any way of any intellectual or industrial property rights that may belong to TÜV Rheinland Ibérica Inspection, Certification & Testing, S.A. and/or, in general, to the TÜV Rheinland Group. Accordingly, TÜV Rheinland Ibérica Inspection, Certification & Testing, S.A. will always retain exclusive and/or joint ownership, as appropriate, of all applicable intellectual and industrial property rights in relation to its logos and/or trademarks, as well as ownership of any information/documentation that may be transmitted or disclosed to the client or to third parties – whether it has been prepared by TÜV Rheinland Ibérica Inspection, Certification & Testing, S.A. and/or by third parties for, and/or in connection with, the purposes of the bid or contract entered into. This is true for all cases in which TÜV Rheinland Ibérica Inspection, Certification & Testing, S.A. and/or its Group Companies holds the aforementioned ownership, solely and/or jointly, of said information and/or of any rights relating thereto. The client and/or the third party may only make use of the information/documents transmitted in the cases and under the terms and conditions provided for in the corresponding contract or bid, and for the purposes specifically referred to therein.

TÜV Rheinland Ibérica Inspection, Certification & Testing S.A. reserves the right to withdraw – freely and at any time, including during the term of the bid or contract – any authorisation that may have been granted for the use of its logo and/or trademarks. The expiration of the term of the contract or bid, if applicable, entered into with the client implies automatic withdrawal of any authorisation for the use of logos/trademarks belonging to TÜV Rheinland and the withdrawal of any authorisation to make references to our company or Business Group and/or to our services/products.

13. TÜV Rheinland's liability.

- 13.1. TÜV Rheinland has liability insurance that aligns with its business activity and meets the requirements of current legislation. Possible damages due to any act or omission are excluded, as well as damages occurring because of incorrect or incomplete information provided by the client and damages due to causes beyond the control of TÜV Rheinland (including, but not limited to, accidents, strikes, lockouts, third-party dismissals, and/or force majeure).

- 13.2. Notwithstanding the foregoing, and for all cases in which it is legally possible to have this limitation, regardless of the legal basis and, more specifically, both in the case of a breach of contractual obligations and in the case of non-contractual civil liability, TÜV Rheinland's liability for all damages, losses, reimbursement of expenses, etc. incurred by the legal representatives and/or employees of TÜV Rheinland is limited as follows: (i) in the case of contracts with a fixed amount or fee, limitation is ten times the amount of the fees listed and received for the entirety of the contract; (ii) in the case of recurring annual service contracts, limitation is to the annual amount agreed to and paid; (iii) in the case of contracts for which invoicing is based on the time employed and the materials used, limitation is to a maximum amount that is not to exceed €20,000; and (iv) in the event of framework agreements that provide for the possibility of establishing individual purchase orders, limitation is to an amount equal to three times the fees stipulated for the individual purchase order in relation to which the damage has been generated, provided that those fees have been paid. In any event, the limit to liability for TÜV Rheinland will always be the amount that has effectively been paid. In all cases and notwithstanding the foregoing, in relation to this bid or contract, the maximum liability of TÜV Rheinland is limited for any type of losses and/or damages to €2,500,000.

- 13.3. The limitation of liability provided for in clause 13.2 shall not apply in the event of damages caused through wilful misconduct and/or gross negligence by TÜV Rheinland

and/or its staff and/or its partners. Nor shall said limitation be applicable to damages due to a failure to comply with obligations that TÜV Rheinland may have expressly guaranteed, nor for damages for which there exists a legal obligation to provide remedy.

- 13.4. In the event of a failure to comply with a major contractual duty, TÜV Rheinland will assume liability even for ordinary negligence. Major contractual duties are considered to be any important contractual obligations the fulfilment of which is essential for the proper undertaking of the contract and that the client has a right to trust will be fulfilled. In the event of fault or negligence in terms of fulfilling major contractual duties, the right to compensation for damages is limited to the value of the damages that, at the time of the obligation's breach, are considered as a possible "typical and foreseeable" consequence of non-compliance ("damages that are typically foreseeable") – provided that none of the situations set forth in clause 13.3 are of application.

- 13.5. TÜV Rheinland shall not be held liable for the staff made available by the client to collaborate in the work's undertaking, unless said staff can be legally considered as agents and/or partners of TÜV Rheinland. In the event that TÜV Rheinland is not responsible for the aforementioned collaborative staff members, the client shall indemnify TÜV Rheinland for all third-party claims related therewith.

- 13.6. The expiry of the right to file a claim for losses and/or damages is to be governed by the applicable legal regulations in force.

- 13.7. None of the provisions of this section is meant to modify the burden of proof to the disadvantage of the client.

14. Management System. Independence, impartiality, and integrity.

- 14.1. The TÜV Rheinland staff that participates in the undertaking of the work shall act, at all times, in accordance with the procedures established by the TÜV Rheinland Management System, and said staff shall also observe any rules and procedures in terms of discipline and safety established by the client.

If any of the parts of the inspections and/or trials and tests listed in the bid must be undertaken by a specialised firm, TÜV Rheinland will subcontract that work, ensuring that the subcontractor is duly authorised, and in accordance with the procedures set forth in the Organisation's Management System.

- 14.2. TÜV Rheinland has established a code of conduct for its staff to ensure staff members' independence, impartiality, and integrity in all their actions.

- 14.3. When deemed necessary, any work that does not conform with the agreed procedures or requirements may be interrupted after the client has been duly informed.

15. Coordination of occupational risk prevention.

- 15.1. TÜV Rheinland is at the client's disposal to exchange any information that the client deems necessary to comply with the duty to coordinate business activities in work centres in accordance with article 24 of Law 31/1995, dated 8 November, on the Prevention of Occupational Risks, regulated by Royal Decree 171/2004, of 30 January.

- 15.2. TÜV Rheinland requests that the client report, with sufficient notice, any potential risks related to the client's facilities, as well as any risks arising from other concurrent business that may affect the TÜV Rheinland workers who are undertaking the stipulated tasks.

If no prior report is received, TÜV Rheinland will understand that there are no risks in the client's facilities other than those which arise as a result of the activity itself as listed in the bid.

- 15.3. It shall be the responsibility of the client to maintain, at all times, adequate health and safety conditions in the positions to be occupied by TÜV Rheinland staff, as well as to provide the means necessary for access thereto. The management and cost of the aforementioned will be the client's responsibility, if applicable.

- 15.4. Work that, in the absence of the adequate safety and health conditions being provided by the client, poses a serious and imminent risk to the life or health of TÜV Rheinland employees in accordance with article 21 of Law 31/1995 will not be carried out. Reasons will be made known to the client in writing, with an invoice being issued for the proportional part of the work undertaken.

16. Partial invalidity. Written form. Claims and competent jurisdiction.

- 16.1. The parties have not entered into any agreements supplementary to this contract.

- 16.2. To be considered valid, any modification and/or addendum to this contract must be formalised in writing by the parties. This provision shall also apply to modifications and supplementary agreements, in terms of their obligatory written form.

- 16.3. The invalidity or ineffectiveness of one or more provisions of this contract for any reason will not result in the invalidity or ineffectiveness of the rest of the provisions, which shall remain in force and unchanged. In relation to the clauses declared invalid or ineffective, the contracting parties shall agree upon an alternative as a substitute. Said alternative must be legally valid and as in line as possible, from a legal and commercial standpoint, with the provisions affected.

- 16.4. TÜV Rheinland has made a claim procedure available to the client or other interested parties for the management of any complaints, claims, and appeals that may arise while its activities are being carried out.

- 16.5. The competent jurisdiction for any discrepancies that may arise in terms of the interpretation and/or application of the provisions of this agreement will be that of the Courts and

Tribunals of Barcelona. This contract is subject to Spanish law.

17. Personal data protection.

17.1. TÜV Rheinland processes personal data of the client, if applicable, of client's contact person and of persons derived from the contract and its execution, for the purposes of service provision in accordance with the regulations set forth in applicable personal data protection legislation, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and Spanish Act 3/2018, of 5 December 2018, of Protection of Personal Data and guarantee of digital rights.

17.2. We hereby inform you that, for the undertaking of this contract, your personal data is included in a database whose controller is TÜV RHEINLAND IBÉRICA, INSPECTION, CERTIFICATION & TESTING, S.A., bearer of TIN A-59555466, and address at Parque de Negocios Mas Blau, Edificio Océano, C/ Garotxa, 10-12, 08820 El Prat de Llobregat (Barcelona). The aforementioned entity is a member of the TÜV Rheinland Group, who has a Data Protection Officer that may be contacted at the above-mentioned address.

Said personal data is processed by our entity in compliance with applicable legislation in accordance with the applicable regulations, including the provisions of Regulation (EU) 2016/679, while applying the appropriate security measures. Processing is undertaken in order to provide services and carry out administrative, accounting, and tax management. Personal data is held for the applicable period of time until the statute of limitations runs out for civil and tax-related claims.

We also inform you that there is a transfer of data between the companies of the TÜV Rheinland Group, for internal administrative purposes and to expedite the provision of the service.

You are hereby informed that this company may be forced to transfer and/or disclose your personal data to ENAC, among others, so as to comply with legal obligations and whenever required by authorities or the justice administration.

17.3. The client and the people whose data will be processed as a result of the contract and its execution, can exercise their rights of access, rectification, deletion, opposition, limitation of the processing, and, in the event that the processing is carried out by automated means, always and when technically possible, the right to portability, by contacting the address described in point 17.2 or by sending an email to dpr@es.tuv.com, duly proving your identity. Likewise, we inform you that you have the right to file a claim with the corresponding Supervisory Authority, if you consider your rights infringed.