

GENERAL TERMS AND CONDITIONS OF SALE AND WARRANTY

AIRFAL INTERNATIONAL, S.L.

CONTENTS

1. **Purpose and scope**
2. **Common general terms**
 - 2.1. Logistics, delivery and transport
 - 2.2. Economic conditions
 - 2.3. Payment terms
 - 2.4. Suspension or termination
 - 2.5. General customer obligations
 - 2.6. Technical information and modifications
 - 2.7. Force majeure
 - 2.8. General limitation of liability
 - 2.9. Intellectual and industrial property
 - 2.10. Confidentiality
 - 2.11. Data protection
3. **Specific terms for PRODUCTS**
 - 3.1. Scope
 - 3.2. Delivery and transport
 - 3.3. Minimum order
 - 3.4. Claims
 - 3.5. Returns
 - 3.6. Customisation and special manufacturing
 - 3.7. ATEX products
 - 3.8. Cancellation or modification of orders
 - 3.9. Product warranty
 - 3.10. ATEX product warranty
4. **Specific terms for TECHNOLOGY and digital solutions**
 - 4.1. Scope
 - 4.2. Licence to use
 - 4.3. Solution components
 - 4.4. Terms of use
 - 4.5. Payment terms for technology projects
 - 4.6. Updates and technological evolution
 - 4.7. Service availability
 - 4.8. Customer obligations
 - 4.9. Data
 - 4.10. Energy savings and results
 - 4.11. Automation and control
 - 4.12. Intellectual property
 - 4.13. Cybersecurity
 - 4.14. Specific limitation of technology liability
 - 4.15. Technology and digital solutions warranty
 - 4.16. Claims procedure (RMA)
5. **Specific terms for SERVICES**
 - 5.1. Scope
 - 5.2. Scope of services
 - 5.3. Customer obligations
 - 5.4. Planning, timeframes and rescheduling
 - 5.5. Safety, prevention and access to facilities
 - 5.6. Services in ATEX environments
 - 5.7. Acceptance of services
 - 5.8. Service warranty
6. **Specific terms for INSTALLATIONS and projects**
 - 6.1. Definition of installation / project
 - 6.2. Scope of installation / project
 - 6.3. Customer obligations prior to commencement of works
 - 6.4. Planning and execution
 - 6.5. Subcontracting
 - 6.6. Payment terms for projects, installations and technology solutions
 - 6.7. Acceptance of the installation

- 6.8. Changes in scope
 - 6.9. Project / installation warranty
 - 6.10. Logistics and transport warranty
7. **General provisions**
- 7.1. Update of terms
 - 7.2. Order of precedence of documents
 - 7.3. Language
 - 7.4. Applicable law and jurisdiction
8. **Applicable legislation**

1. Purpose and scope

1.1. These General Terms and Conditions govern all commercial relationships between AIRFAL INTERNATIONAL, S.L. (hereinafter, "AIRFAL") and its professional customers regarding the supply of products, the provision of services, and the marketing, licensing or use of technology solutions, including platforms, monitoring and control systems, software, firmware, sensors and IIoT solutions.

1.2. These General Terms and Conditions apply to all opportunities, quotations, orders, contracts, supplies, services, projects, pilots, proofs of concept and technology solutions contracted with AIRFAL, unless expressly agreed otherwise in writing.

1.3. Direct sales to end consumers are excluded; these terms apply solely to commercial relationships with companies, professionals, public entities or other customers acting within the scope of their business or professional activity.

1.4. Acceptance of any quotation, opportunity, order, contract, delivery, platform access or commencement of service provision constitutes full acceptance of these General Terms and Conditions.

1.5. Any general or particular terms and conditions of the customer, including those contained in quotations, purchase orders, procurement portals, tender specifications, correspondence or contractual documentation, shall not apply unless expressly accepted in writing by AIRFAL.

2. Common general terms

2.1 Logistics, delivery and transport

Unless otherwise expressly agreed in writing, deliveries shall be made Ex Works (EXW) from AIRFAL's premises in Villanueva de Gállego (Spain), in accordance with the Incoterms in force at any given time.

AIRFAL may arrange transport itself or through third-party logistics operators, without this affecting the transfer of risk under the applicable Incoterm.

Delivery times notified by AIRFAL are estimates only, unless a binding deadline is expressly accepted in writing.

AIRFAL shall not be liable for delays, losses, damage or incidents attributable to the carrier, customs authorities, competent authorities or circumstances beyond its reasonable control once risk has passed to the customer under the applicable Incoterm.

2.2 Economic conditions

Applicable prices shall be those stated in the quotation issued by AIRFAL and accepted by the customer.

Unless expressly stated otherwise, prices do not include VAT, taxes, duties, tariffs, transport, installation, commissioning, configuration, maintenance or other additional services.

AIRFAL may revise quoted prices where significant changes occur in raw materials, electronic components, logistics costs, energy costs, exchange rates or any other circumstance beyond its control.

Additional commercial terms, volume discounts or early-payment terms may be available and must be expressly requested and approved by AIRFAL's Sales Management.

Typographical, material or arithmetical errors in quotations, price lists, offers or order confirmations may be corrected by AIRFAL at any time prior to delivery, provided the error is manifest.

2.3 Payment terms

Payment terms shall be as stated in the corresponding quotation, order confirmation, contract or invoice issued by AIRFAL.

AIRFAL may require advance payments, partial payments, financial guarantees or special payment terms where the nature of the supply, service, project or technology solution so requires. In the event of late or non-payment, AIRFAL may apply the interest for late payment and recovery costs permitted by law.

Non-payment of any amount due may entitle AIRFAL to suspend the affected services, in accordance with clause 2.4, and to accelerate all outstanding amounts due under any contractual relationship existing with the customer.

2.4 Suspension or termination

AIRFAL may wholly or partially suspend deliveries, supplies, services, work in progress, technical support, technology access, licences, connectivity or associated functionalities in the event of non-payment, breach of contract by the customer, risk to the safety of persons or facilities, misuse of the products or solutions, regulatory non-compliance, or technical, operational or legal impossibility of continuing the service.

Suspension of services on any of the above grounds shall not give rise to any right to compensation, damages or claim on the part of the customer.

AIRFAL may wholly or partially terminate the contractual relationship in the event of serious or repeated breach by the customer, without prejudice to AIRFAL's right to claim any amounts due, damages, losses, costs or expenses that may correspond.

2.5 General customer obligations

The customer is responsible for correctly defining its needs, technical requirements, installation conditions, environmental conditions and intended use of the contracted products, services or technology solutions.

The customer must also verify that the solution offered by AIRFAL is suitable for the intended application and compatible with the regulations applicable at its facility, including, where relevant, electrical, industrial, ATEX, health and safety regulations, and any other regulations applicable at the time and place of final installation.

For ATEX products, the customer must ensure that any requirement, configuration or feature requested is compatible with the product's EX certification and marking, and is available in AIRFAL's current catalogue, technical data sheet or official documentation.

The customer must use the products, services and solutions in accordance with the technical specifications, manuals and instructions provided by AIRFAL, refraining from carrying out modifications, tampering or unintended uses without prior written authorisation.

Where the performance of the supply, service or solution requires information, documentation, access, permits or cooperation from the customer, the customer must provide these in a timely manner and in the appropriate form. Any delay, additional cost or incident arising from failure to comply with these obligations shall be the customer's responsibility.

The customer is responsible for retaining all technical documentation, maintenance records and inspections necessary to demonstrate correct use of the product.

2.6 Technical information and modifications

The technical characteristics, performance, dimensions, configurations, certifications, compatibilities and other information relating to AIRFAL's products, services or technology solutions shall be as set out in the technical documentation, product data sheets, quotations or official documentation in force at any given time.

AIRFAL reserves the right to introduce technical modifications, design changes, component substitutions, functional improvements or updates arising from technological developments, material availability, regulatory changes or continuous improvement processes, provided such modifications do not substantially alter the essential functionality of the contracted product, service or solution.

All technical, commercial or promotional information provided by AIRFAL is for guidance only, unless expressly stated otherwise.

2.7 Force majeure

AIRFAL shall not be liable for delays, breaches or impossibility of performance arising from force majeure or circumstances beyond its control, including, among others, labour disputes, logistics disruptions, shortages or unavailability of raw materials or components, transport incidents, regulatory restrictions, power or telecommunications failures, cyberattacks, pandemics, armed conflicts, fires, natural events, or actions by public authorities.

The party affected by the force majeure event must notify the other party in writing without unjustified delay from the moment it becomes aware of the event, stating the cause, its foreseeable extent and the estimated duration of the situation, as well as any relevant developments while it persists.

In such cases, the deadlines for supply, provision or execution shall be automatically extended for the time necessary to overcome the situation causing the impossibility or delay. The affected party shall use reasonable means to mitigate the effects of the force majeure event and resume performance as soon as possible.

If the force majeure event continues uninterrupted for more than sixty (60) calendar days, either party may terminate the affected contractual relationship, in whole or in part, by written notice to the other party, without such termination giving rise to any right to compensation, penalty or claim between the parties, without prejudice to settlement of the services actually rendered and amounts accrued up to the date of termination.

2.8 General limitation of liability

AIRFAL shall not be liable for incidents arising from improper use, incorrect installation, unauthorised tampering, inadequate maintenance, configurations made by third parties, or use of the products, services or solutions outside the conditions established by AIRFAL.

AIRFAL's maximum aggregate liability arising from any claim related to the contractual relationship shall in all cases be limited to the net amount invoiced by AIRFAL for the supply of the product, service or technology solution that gave rise to the claim.

Under no circumstances shall AIRFAL be liable for:

- loss of production
- loss of contracts
- loss of opportunity
- loss of data
- reputational damage
- loss of revenue
- financial costs
- indirect damages

The limitations and exclusions of liability set out in these General Terms and Conditions and in their specific terms shall not apply to liability that cannot be excluded or limited under mandatory applicable law, including, in particular, damage caused by wilful misconduct or gross negligence on the part of AIRFAL and damage to life or physical integrity of persons.

2.9 Intellectual and industrial property

All intellectual and industrial property rights relating to products, designs, drawings, lighting studies, technical documentation, software, firmware, configurations, technological developments, digital solutions, trademarks, know-how and any other information or material provided by AIRFAL shall remain the property of AIRFAL or, where applicable, their respective legitimate owners.

The sale of products, provision of services or access to technology solutions shall not, under any circumstances, entail the transfer of intellectual or industrial property rights to the customer, unless expressly agreed in writing.

The customer may not copy, reproduce, modify, decompile, disclose, transfer, use or exploit such information or materials for purposes other than those expressly authorised by AIRFAL.

2.10 Confidentiality

All technical, commercial, economic, contractual or strategic information provided by AIRFAL to the customer, including documentation, quotations, drawings, studies, configurations, specifications, technology solutions or any other non-public information, shall be treated as confidential.

The customer undertakes not to disclose, reproduce or use such information for purposes other than the commercial relationship maintained with AIRFAL, unless prior written authorisation is obtained.

The confidentiality obligation shall remain in force even after termination of the contractual relationship between the parties.

2.11 Data protection

The parties undertake to comply with the data protection legislation applicable at any given time, including Regulation (EU) 2016/679 (the "GDPR") and Spanish Organic Law 3/2018 on the Protection of Personal Data and the Guarantee of Digital Rights ("LOPDGDD"), as well as any other applicable legislation.

Personal data provided within the framework of the commercial relationship shall be processed for the purpose of managing the contractual, administrative, technical and commercial relationship between the parties.

Information regarding the processing of personal data, as well as the exercise of applicable rights, is available in the Privacy Policy published on AIRFAL's website.

If, during the provision of services or use of technology solutions, access to or processing of personal data on behalf of the customer becomes necessary, the parties may enter into any specific agreements legally required for that purpose.

3. Specific terms for PRODUCTS

3.1 Scope

These specific terms govern the supply of luminaires, accessories, components, spare parts and other physical equipment supplied by AIRFAL.

3.2 Delivery and transport

SPAIN

Domestic mainland supplies within Spanish territory shall include prepaid carriage for orders exceeding €900 net (excluding VAT), the minimum amount set by AIRFAL. For supplies outside mainland Spain, this amount shall be €1,250 net (excluding VAT).

For supplies where AIRFAL arranges or assumes transport, risk in the goods shall pass to the customer from the moment the goods leave AIRFAL's premises, unless expressly agreed otherwise in writing.

INTERNATIONAL

For international or export supplies, deliveries shall be made Ex Works (EXW) from AIRFAL's premises in Villanueva de Gállego (Spain), in accordance with the Incoterms in force, unless expressly agreed otherwise in writing.

Risk in the goods shall pass to the customer in accordance with the applicable Incoterm stated in the corresponding quotation, order confirmation or contractual documentation. In the absence of specific indication, risk shall pass upon the goods being made available at AIRFAL's premises.

AIRFAL may pass on costs for transport, logistics management, urgent shipments, partial deliveries or special services where the terms of supply so require or where the minimum amounts stated above are not reached.

3.3 Minimum order

The minimum order value is €150 net (excluding VAT).

If an order does not reach this minimum amount, AIRFAL may charge €50 for administrative handling costs.

These amounts may be revised by AIRFAL in line with changes in administrative, logistics or management costs.

3.4 Claims

Claims arising from damage caused during transport or shortages in goods, provided AIRFAL is responsible for arranging that transport, must be notified in writing within a maximum of 24 hours of receipt of the material, accompanied by the corresponding supporting documentation.

Claims submitted after this deadline shall not be accepted.

The goods must be kept in the same condition as received until inspected by AIRFAL, if applicable.

3.5 Returns

No returns shall be accepted without AIRFAL's prior written authorisation.

Return requests must be made within a maximum of 15 days of receipt of the material.

Products must be returned in condition suitable for technical inspection and properly packaged.

AIRFAL reserves the right to reject returns or apply depreciation charges (minimum 25%) depending on the condition, use, handling or packaging of the returned material.

Return costs shall be borne by the customer unless expressly accepted otherwise by AIRFAL.

Returns of made-to-order, customised or off-catalogue products shall not be accepted.
If a return is accepted, the credit shall be applied to the customer's next purchase invoice.

If the customer requests a refund of the credited amount by bank transfer or other refund method, AIRFAL reserves the right to accept or reject such request.

3.6 Customisation and special manufacturing

Customisations, special manufacturing or off-catalogue adaptations shall be understood as any modifications, developments, configurations or technical variations requested by the customer that do not form part of the standard product defined in the catalogue.

Any customisation, special manufacturing or off-catalogue adaptation shall be subject to prior technical and commercial approval by AIRFAL and shall incur an additional charge for engineering, development, adaptation or technical management services.

The amount corresponding to such service, as well as the amount for the customised or specially manufactured product, must be paid in advance, unless expressly agreed otherwise in writing.

3.7 ATEX products

The customer is responsible for verifying, prior to purchasing, installing and commissioning the product, its suitability for the classification, zone and specific requirements of the installation in which it will be used.

Final product selection is the customer's responsibility, based on the risk assessment of its facility, the applicable explosion protection document, the EX marking, the certification, the technical data sheet and the current official documentation provided by AIRFAL.

AIRFAL shall not be liable for incorrect selections, misuse, unauthorised modifications or installations carried out outside the conditions established for the product.

3.8 Cancellation or modification of orders

Confirmed orders may not be cancelled or modified without AIRFAL's prior written acceptance.

Order cancellations shall not be accepted once 3 calendar days have elapsed since order confirmation, unless expressly accepted in writing by AIRFAL.

In any case, AIRFAL reserves the right to reject the cancellation or modification of the order, or to charge the customer for costs already incurred in manufacturing, procurement, engineering, customisation, management or any other cost incurred at the time of the request.

Cancellations of customised, made-to-order, modified, off-catalogue products or those associated with special projects shall not be accepted, unless expressly accepted in writing by AIRFAL.

3.9 PRODUCT warranty

3.9.1 What we guarantee

These warranty terms govern the scope, duration and conditions applicable to products supplied by AIRFAL.

AIRFAL warrants that its products leave the factory free from material and manufacturing defects and fit for correct operation under normal conditions of use.

This warranty does not constitute an extended commercial warranty, but rather the basic commitment undertaken by AIRFAL as manufacturer in respect of the products it places on the market.

This warranty complements, and in no case replaces, the manufacturer's statutory liability under applicable legislation.

3.9.2. Warranty periods

The warranty and availability periods applicable to AIRFAL products are as follows:

- **Two (2) years from the date of the delivery note or invoice, applicable to the full range of AIRFAL products.**
- **Five (5) years for LED modules and drivers whose average life, as certified by the component manufacturer, is equal to or greater than 100,000 hours or 5 years. AIRFAL shall check the product's commercial reference to verify compliance with this requirement.**
- **Two (2) years of spare parts availability and technical support from the date the product is discontinued. If the original part is no longer available on the market, AIRFAL shall replace it with the equivalent part available at that time.**

3.9.3. Conditions of validity

The warranty shall apply provided the product has been installed, used and maintained appropriately and in accordance with the conditions established by AIRFAL.

Specifically, the following conditions must be met:

- The product must have been installed and used in accordance with the technical data sheet and the installation and maintenance instructions. For this purpose, AIRFAL may request documented maintenance records.
- The product must have operated within the specified environmental ranges: temperature, humidity, IP rating and altitude.
- Cleaning operations must have been carried out according to our instructions (EN 60598-1 and/or EN 60079-17, depending on the product).
- The product must not have been subjected to impacts, drops or other mechanical loads beyond those intended.
- The product must not have been opened, repaired or modified by the customer or third parties without AIRFAL's express authorisation.
- The product must be returned properly packaged, with the corresponding RMA number issued by AIRFAL, within a maximum of thirty (30) days of the number being assigned.
- The customer must also be up to date with its payment obligations to AIRFAL. If amounts due remain unpaid, AIRFAL may suspend processing of the warranty claim while this situation persists. Such suspension shall not extinguish the warranty right, which shall remain pending until the debt is settled.
- AIRFAL may require an on-site technical visit to the installation to validate the conditions described above and assess the actual condition of use, as a mandatory precondition for accepting the claim.

3.9.4. Exclusions

AIRFAL shall not be liable for defects, damage or failures not attributable to the manufacture of the product. In particular, the following are expressly excluded from the warranty:

- Installation, use or maintenance contrary to the manufacturer's instructions.
- Damage caused by external factors: lightning strikes, mains overloads, natural events or faults in the customer's electrical installation.
- Installation in chemically aggressive environments where this circumstance has not been notified to AIRFAL in advance and in writing prior to installation, expressly indicating the chemical agent present, its concentration and the affected product.

- o Electrical disturbances in the supply network. AIRFAL shall not cover the warranty of electronic equipment installed on electrical networks with a total voltage harmonic distortion (THD-V) exceeding 8%, in accordance with EN 50160.
- o Equipment connected to switches that disconnect phase and neutral simultaneously. Only the phase should be interrupted.
- o Third-party accessories or components fitted to the product after delivery (LED modules not included).
- o Any unauthorised intervention on the product.

3.9.5. Scope of repair

Once a warranty claim is accepted, AIRFAL shall repair or replace the defective product — at its discretion — with an identical or equivalent unit. AIRFAL's liability shall be limited to the direct cost of such repair or replacement. Accordingly, AIRFAL shall not bear the costs of dismantling, reinstallation, travel, loss of profit, production stoppages or any other direct or indirect damage, loss or harm arising from the product failure. The replaced product shall become AIRFAL's property.

Replacement of the product shall not restart the warranty period, but shall merely continue the remaining period.

3.10 ATEX PRODUCT warranty

3.10.1. Regulatory framework

All our ATEX products are manufactured and certified in accordance with Directive 2014/34/EU and the harmonised standards applicable to their category and equipment group. Each unit is supplied with its declaration of conformity and the corresponding certificate (type-examination or production quality control).

3.10.2. Period and specific conditions

The applicable warranty period shall be the same as that established for the standard product in clause 3.9.2.

However, for equipment intended for potentially explosive atmospheres, the installation, use and maintenance conditions must be strictly complied with. Any deviation from the applicable technical instructions may affect not only the product warranty but also the safety of the installation.

AIRFAL will therefore require full compliance with the conditions established, and no exceptions may be accepted.

In addition to the conditions in clause 3.9.3, the following are required for ATEX products:

- ✓ Installation by personnel with the training and qualifications required for work in classified zones (Article 6 of Royal Decree 681/2003 and standard IEC/EN 60079-14).
- ✓ Full compliance with the zone classification, gas group and equipment category shown on the nameplate and on the ATEX certificate.
- ✓ Periodic inspections carried out in accordance with EN 60079-17, within the established timeframes, by competent personnel, with documented records available.
- ✓ Ensuring that the equipment has not been opened or subjected to any intervention affecting its integrity as flameproof or intrinsically safe equipment.
- ✓ No modification whatsoever may be made to the product. Even a minor modification voids the ATEX certification and, with it, the warranty, without exception.
- ✓ The installation environment is compatible with the temperature class (T) and the gas or dust group indicated on the certificate.

3.10.3. Claims under ATEX warranty

In addition to the standard RMA form (Return Merchandise Authorisation), a claim for an ATEX product requires the following documentation:

- Certificate or report of the most recent periodic inspection carried out in accordance with EN 60079-17.
- Documentation of the zone classification where the equipment was installed: zone plan and ATEX study of the installation.
- Identification of the installer and evidence of their training for work in potentially explosive atmospheres.
- Declaration that the equipment has not been modified since it was put into service.

Where the nature of the failure justifies it, AIRFAL may require an on-site technical visit to the installation to validate the conditions described above and assess the actual condition of use, as a mandatory precondition for accepting the claim.

3.10.4. ATEX-specific exclusions

- Use in zones with a gas group, ignition temperature or category incompatible with those stated on the certificate.
- Any modification affecting the characteristics that determined the certification: gaskets, entry cables, cable glands or seals replaced with non-approved references.
- Installation or maintenance carried out by personnel without the required qualifications.
- Absence of periodic inspection records.

3.10.5. Liability

Additionally, AIRFAL shall not assume any liability for damage arising from the use of the equipment under conditions incompatible with its certification, regardless of whether the product warranty itself would otherwise apply.

4. Specific terms for TECHNOLOGY and DIGITAL SOLUTIONS

4.1. Scope

These specific terms apply to the technology solutions, digital platforms, IIoT systems, connected devices, software, firmware, sensors, data concentrators (gateways), nodes, communications infrastructure, monitoring and control services and other technology functionalities supplied by AIRFAL, including the Atenea solution.

The contracted solution shall be as described in the corresponding quotation, contract, technical proposal or applicable contractual documentation.

4.2. Licence to use

AIRFAL's technology solutions are granted to the customer under a limited, non-exclusive, non-transferable and revocable licence to use, for the contracted period and on the terms set out in the contract, quotation or applicable documentation.

The licence authorises the customer to use the solution solely for its internal purposes and in connection with the contracted installation or project.

The licence shall be automatically suspended or terminated in the event of non-payment, expiry of the contract, misuse of the solution or breach of these terms.

Furthermore, the customer may not reverse engineer, disassemble, decompile or analyse the operation of the hardware devices supplied by AIRFAL, except where expressly permitted by mandatory law.

4.3. Solution components

The Atenea solution may include, depending on the contracted configuration:

- software platform
- electronic devices, such as nodes, sensors or gateways/data concentrators
- communications infrastructure
- associated monitoring, control, configuration, support or maintenance services
- and any other technological elements defined in the quotation or corresponding technical documentation

Correct operation of the solution may depend on proper integration between the physical devices, the communications infrastructure, the electrical installation, the system configuration and the customer's operating conditions.

4.4. Terms of use

The customer shall use the platform and technology solutions in accordance with the technical instructions, manuals, usage recommendations and documentation provided by AIRFAL.

The customer may not use the solution for purposes other than those contracted, nor assign, sublicense, commercially exploit, tamper with, alter or allow access to unauthorised third parties without AIRFAL's prior written consent.

4.5. Payment terms for technology projects

The economic and payment terms applicable to technology solutions, licences, digital services, support, maintenance, configuration, monitoring or associated functionalities shall be as set out in the corresponding quotation, contract or applicable contractual documentation.

Where the technology solution forms part of a project, installation, pilot or rollout with execution milestones, the payment terms established for projects, installations and technology solutions shall apply, unless otherwise expressly agreed in the corresponding quotation or contract.

4.6. Updates and technological evolution

AIRFAL may update, modify, evolve or improve the platform, software, firmware, functionalities, interfaces, devices or technological elements associated with the solution.

Such updates may be aimed at introducing functional improvements, corrections, technical adjustments, security measures, regulatory adaptations or developments arising from the technological evolution of the solution.

AIRFAL may replace technology providers, cloud platforms, hosting services, software libraries, APIs or third-party components where necessary for technical, security, obsolescence or availability reasons, provided this does not result in a substantial reduction in the contracted functionalities.

4.7. Service availability

AIRFAL shall manage the contracted solution in accordance with the technical standards applicable to the service, seeking to maintain its availability, operational continuity and correct operation within the contracted scope.

However, operation of the solution may depend on communications networks, customer infrastructure, power supply, coverage, cloud services, telecommunications operators, third-party services or elements beyond AIRFAL's direct control.

AIRFAL does not guarantee continuous, permanent or uninterrupted availability of the service. Interruptions may occur due to technical causes, maintenance, updates, connectivity incidents, cybersecurity issues, actions by third parties or external circumstances.

4.8. Customer obligations

The customer is responsible for having the technical infrastructure necessary for the correct operation of the solution, including, where applicable, communications network, power supply, coverage, connectivity, access permits, IT/OT infrastructure and adequate installation conditions.

The customer is also responsible for properly managing users, permissions, credentials and access to the platform, as well as applying good security practices when using the solution.

Any incident arising from the customer's infrastructure, third-party providers, improper use, unauthorised configurations or lack of cooperation by the customer shall not be attributable to AIRFAL.

The customer is responsible for providing access to the infrastructure deployed at the installation whenever necessary for commissioning, installation, maintenance, monitoring or removal of the contracted solution.

The customer is likewise responsible for backing up any information it considers critical to its business, releasing AIRFAL from any liability arising from its loss where this is not directly attributable to AIRFAL.

4.9. Data

The customer shall own all data generated at its installation.

The customer is responsible for the accuracy, quality, legality and adequacy of the data entered, managed or derived from use of the platform, as well as for any decisions made on the basis of such data.

AIRFAL may use anonymised and aggregated data for technical, statistical, analytical, maintenance, product improvement, development of new functionalities, cybersecurity and solution optimisation purposes, without identifying the customer or disclosing confidential information.

AIRFAL shall not be liable for operational, technical, production or economic decisions made by the customer based on the data, reports, alerts or information provided by the solution.

4.10. Energy savings and results

Estimates of energy savings, operational improvement, consumption reduction, maintenance optimisation or any other benefit arising from use of the solution are for guidance only, unless expressly agreed otherwise in writing.

Actual results will depend on multiple factors beyond AIRFAL's exclusive control, including usage patterns, operating hours, installation configuration, customer behaviour, environmental conditions, prior condition of the installation, maintenance and effective use of the solution.

AIRFAL does not guarantee specific results, savings percentages, financial returns or specific operational improvements unless expressly agreed in writing.

4.11. Automation and control

Where the technology solution includes control, automation, scheduling, alert or device-actuation functionalities, the customer is responsible for validating the configurations applied and verifying that they are suitable for its installation and operation.

AIRFAL shall not be liable for consequences arising from configurations defined, accepted or modified by the customer, nor for automatic actions based on parameters, schedules, conditions of use or operational decisions made by the customer.

4.12. Intellectual property

All intellectual and industrial property rights over Atenea, the platform, software, firmware, interfaces, configurations, architecture, algorithms, technical documentation, technological developments and other digital solutions of AIRFAL shall remain the property of AIRFAL or, where applicable, their legitimate owners.

The customer may not copy, modify, adapt, decompile, reverse engineer, reproduce, sublicense, assign or commercially exploit the solution, unless expressly authorised in writing by AIRFAL.

Nor may the customer use the solution to develop competing products, or to train artificial intelligence systems or machine learning models, without AIRFAL's express written authorisation.

4.13. Cybersecurity

AIRFAL shall implement the technical and organisational security measures necessary to protect the technology solution within the contracted scope. However, AIRFAL does not guarantee the absolute invulnerability of the platform, devices, communications or associated systems.

The customer is responsible for protecting its access credentials, managing authorised users, safeguarding credentials, keeping its systems up to date and applying good IT security practices.

AIRFAL shall not be liable for cyberattacks, unauthorised access, malware, loss or corruption of data, service interruptions or vulnerabilities arising from systems, networks, devices, users or infrastructure beyond AIRFAL's direct control.

4.14. Specific limitation of technology liability

AIRFAL's liability in connection with technology solutions shall be limited to the reasonable correction of incidents directly attributable to AIRFAL within the contracted scope.

Under no circumstances shall AIRFAL be liable for loss of data, loss of production, loss of profit, loss of earnings, loss of contracts, loss of opportunity, loss of revenue, reputational damage, financial costs, business interruption, the customer's operational decisions, third-party unavailability, connectivity failures or indirect damages arising from use or inability to use the technology solution.

4.15. TECHNOLOGY AND DIGITAL SOLUTIONS warranty

4.15.1. Scope

This section covers the technology solutions supplied by AIRFAL: lighting control systems, energy management platforms, equipment firmware, monitoring applications and integration interfaces with third-party systems (BMS, SCADA, DALI and similar).

4.15.2. What we guarantee

AIRFAL warrants that the technology solution supplied will operate in accordance with the documented technical specifications in force at the time of delivery. This includes the functionalities described in the technical documentation or contract, integration with the protocols and systems specified in the scope, and the correction of software errors preventing such conforming operation that are detected during the warranty period.

4.15.3. Period

The warranty period shall be twelve (12) months from commissioning of the solution, as evidenced by the corresponding commissioning report or certificate. In the absence of such documentation, the warranty period shall run from the date of delivery of the software or the corresponding licence.

4.15.4. Firmware and software updates

During the warranty period, updates that correct errors or security vulnerabilities are provided free of charge. Updates that add new functionalities or improvements beyond the original scope shall incur an additional cost.

The customer is responsible for applying the security updates notified by AIRFAL within the recommended timeframe in each case. Failure to apply a critical update may release AIRFAL from liability for any incidents, failures or damage arising from vulnerabilities previously identified and addressed by that update.

4.15.5. Connectivity and availability

AIRFAL does not guarantee continuous availability of connectivity components or cloud services that depend on third-party infrastructure, including telecommunications operators, cloud providers or the customer's own network.

AIRFAL guarantees only that its equipment and software will operate in accordance with their technical specifications when such connectivity is available and operational.

If a specific service level agreement (SLA) has been agreed for a platform managed by AIRFAL, that agreement shall prevail over this clause.

4.15.6. Cybersecurity

AIRFAL designs its technology solutions applying security criteria from the initial development stages and in line with the current state of the art. However, the cybersecurity landscape is constantly evolving, and AIRFAL therefore cannot guarantee the absolute absence of future vulnerabilities.

AIRFAL's commitment in this area is as follows:

- ✓ To notify the customer of known vulnerabilities affecting its products within a reasonable period from their identification.
- ✓ To provide patches or updates for critical vulnerabilities during the warranty period and for five (5) years following the product's launch to market.

The security of the network into which AIRFAL's solutions are integrated, physical and logical access control to the equipment, and compliance with the security recommendations contained in the technical documentation, shall be the customer's responsibility.

4.15.7. Data

Data generated or processed by the solution shall be owned by the customer. AIRFAL shall not access such data without the customer's express authorisation, except where strictly necessary for the provision of technical service and only for the time strictly required. AIRFAL shall not sell, transfer or disclose such data to third parties, except where legally required or expressly authorised by the customer.

4.15.8. Integration with third-party systems

AIRFAL guarantees integration of the solution with the protocols and systems expressly specified in the contract. Compatibility with third-party systems, platforms, applications or software versions not included in the agreed scope is excluded from the warranty.

If the customer updates, modifies or replaces its systems and such action could affect the integration, it must notify AIRFAL sufficiently in advance to allow technical assessment.

4.15.9. Exclusions

- Failures arising from configurations made by the customer or third parties without AIRFAL's authorisation.
- Incompatibilities with updates to the customer's systems that were not previously notified.
- Loss of or damage to data arising from cybersecurity incidents on the customer's network.
- Interruptions caused by third-party telecommunications infrastructure or cloud services.
- Failures caused by using the software outside the specified system requirements: incompatible hardware, unsupported operating system, etc.
- Incidents arising from modifications introduced by third parties to APIs, communication protocols or external services integrated with AIRFAL's solution.

4.15.10. Limitation of liability

AIRFAL's liability for defects in technology solutions is limited to the value of the contract for the affected solution. Loss of data, business interruption, loss of profit and indirect or consequential damages are excluded, except in cases of wilful misconduct or gross negligence attributable to AIRFAL.

4.16 Claims procedure (RMA)

4.16.1. How to submit a claim

Every claim must be submitted through the RMA form provided by AIRFAL.

To do so, the customer must provide:

- Delivery note and/or purchase invoice.
- A clear description of the incident.
- Photographs or technical documentation to assist with diagnosis.
- The additional documentation specific to each type of warranty, as set out in the preceding sections.

Providing complete information from the outset will help speed up handling of the claim and reduce resolution times. In most cases, remote diagnosis will be sufficient. However, AIRFAL may request additional information, return of the product, or carry out an on-site inspection of the installation where it considers this necessary to verify the incident or determine its cause. In such cases, the customer must provide access to the facilities and affected equipment, as well as the cooperation necessary to carry out the corresponding technical checks.

4.16.2. Shipping costs

Initial shipment of the allegedly defective product to AIRFAL's premises shall be at the customer's expense. If the warranty claim is accepted, AIRFAL shall bear the cost of returning the product. If the claim is not upheld, the product shall be returned to the customer carriage forward.

5. Specific terms for SERVICES

5.1 Scope

AIRFAL may provide technical, technological, documentary, advisory, training, support or customer-assistance services at the various stages of the project.

These specific terms apply to the services available at any given time, including, among others, ATEX consultancy and technical query support, pilots and demonstrations, energy efficiency studies, carbon footprint calculation, industrial digitalisation and IoT consultancy, lighting studies, ATEX zoning studies and associated technical documentation, full project management, inventory and drawings, product customisation and certification management, Atenea software and associated services, bespoke technology developments, installation where not covered by a project specifically regulated in the corresponding clause, deployment and initial configuration of technology, energy saving certificates and calculation of Energy Efficiency Certificates (CAEs), data analytics and artificial intelligence, ATEX training, Atenea maintenance and technology support, after-sales customer service, and any other service that AIRFAL may provide in the future, either directly or through third parties.

5.2 Scope of services

The scope, content, deliverables, estimated timeframes, resources and execution conditions of the services shall be as stated in the corresponding quotation or contractual documentation, and may be subject to change according to service planning where the nature of the service so requires.

Any work, service, travel, ancillary resource, supply, modification, extension or action not expressly included in the quotation shall be deemed excluded and may be subject to additional economic valuation.

AIRFAL may provide the services directly or through qualified collaborators, installers, technicians or subcontractors, retaining coordination and responsibility for the work within the contracted scope.

5.3 Customer obligations

The customer must provide AIRFAL, in a timely manner and in the appropriate form, with all the information, documentation, permits, access, safety conditions, availability of facilities, technical contacts and cooperation necessary for the correct provision of the services, especially where services are provided at ATEX facilities.

The customer is responsible for the accuracy, sufficiency and up-to-date nature of the information provided to AIRFAL, as well as for ensuring that its facilities comply with applicable regulations and meet the conditions necessary for the provision of the service.

Any delay, additional cost, rescheduling or impossibility of execution arising from a lack of information, permits, access, availability of facilities or cooperation from the customer shall not be attributable to AIRFAL and may give rise to additional costs.

5.4. Planning, timeframes and rescheduling

Service execution timeframes are estimates only, unless a binding deadline is expressly agreed in writing.

AIRFAL may reschedule the provision of services for technical, logistical, production-related, weather-related, regulatory or safety reasons, personnel availability, or circumstances beyond its reasonable control.

Where the rescheduling, waiting time or halt is attributable to the customer, AIRFAL may charge for travel, waiting time, downtime, replanning or any other reasonably incurred cost.

5.5. Safety, prevention and access to facilities

Where services are to be provided at the customer's facilities, the customer shall be responsible for ensuring suitable conditions of access, safety, occupational risk prevention, coordination of business activities and regulatory compliance.

The customer must inform AIRFAL in advance of the risks present at the facility, internal safety rules, access requirements, work permits, mandatory documentation, required protective equipment and any other condition necessary for the safe provision of the service.

AIRFAL may suspend or refuse to provide the service where it considers that adequate conditions of safety, access, information or regulatory compliance are not in place, without this giving rise to any right to compensation for the customer.

5.6. Services in ATEX environments

Where services are to be provided in ATEX-classified zones, or relate to equipment intended for such zones, the customer shall be responsible for informing AIRFAL of the zone classification, existing risks, access procedures, work permits, safety requirements and any applicable operational limitations.

AIRFAL shall provide the services in accordance with the contracted scope and the information provided by the customer, without assuming liability for incorrect, incomplete or outdated classification of the work zones.

Any change in scope arising from ATEX requirements not previously notified may result in a revision of timeframes, resources and economic terms.

5.7. Acceptance of services

Services shall be deemed to have been properly provided once executed in accordance with the contracted scope.

Unless a specific acceptance procedure is established, the customer must notify AIRFAL in writing of any incident, non-conformity or noticeable defect within a maximum of 15 working days from completion of the service.

Once this period has elapsed without written notification from the customer, the service shall be deemed accepted.

5.8 SERVICE warranty

5.8.1. Scope

This section governs the warranty for the technical work carried out by AIRFAL or its authorised subcontractors: lighting reports, explosion protection documents (DPCE), installation, commissioning, preventive maintenance, corrective maintenance, diagnostics and technical assistance, whether on-site or remote. If a product failure covered by warranty is detected during a maintenance job, it shall be handled through the RMA process.

5.8.2. What we guarantee

That the service has been carried out correctly and in accordance with the agreed scope. This warranty covers execution defects directly related to the work of AIRFAL personnel or its subcontractors, exclusively.

5.8.3. Period

Six (6) months from the date of completion of the service, as evidenced by the service delivery note or a closing certificate signed by both parties. This period covers execution defects, not subsequent wear of the components installed or replaced.

5.8.4. Conditions of validity

The validity of the service warranty is subject to compliance with the following requirements:

- The execution defect has been notified in writing within the period established in clause 5.8.6.

- No subsequent intervention has been carried out on the work performed by AIRFAL without prior notice and AIRFAL's express written authorisation.
- The equipment or installation involved must have continued to operate under the intended conditions, without modifications that could affect the work carried out.
- The customer must be up to date with payment for the invoiced service.
- The customer must provide AIRFAL with access to the facilities and all reasonably necessary cooperation to verify the incident and carry out any warranty work, where applicable.

5.8.5. Exclusions

The following are excluded from the warranty applicable to services provided by AIRFAL:

- Defects arising from incorrect use of the equipment after the service has been provided.
- Failures with no causal link to the work performed.
- Damage caused by third parties or by unauthorised modifications made after the service.
- Wear of components whose useful life has expired, regardless of the intervention carried out.
- Work carried out outside the agreed scope at the customer's verbal request, without a written work order.
- Defects or incidents arising from information, drawings, instructions or specifications provided by the customer that are incomplete, incorrect or inaccurate.

5.8.6. How to submit a claim

The defect must be notified in writing to AIRFAL within a maximum of thirty (30) days of its detection, clearly indicating the incident observed and its relationship to the service provided. If the claim is accepted by AIRFAL, AIRFAL shall carry out the appropriate corrective action at no additional cost to the customer.

5.8.7. Limitation of liability

If the execution defect is confirmed, AIRFAL shall redo the affected work or, at its discretion, refund the amount invoiced for the defective part of the service. Loss of profit, production stoppages and indirect damages are not covered.

6. Specific terms for INSTALLATIONS / PROJECTS

6.1 Definition of installation / project

For the purposes of these terms, an installation or project shall mean a supply contracted with AIRFAL that includes, in addition to delivery of products, the provision of specific installation and assembly services, connection, configuration, commissioning, supervision or technical coordination.

The installation or project may include, as indicated in the corresponding quotation, lighting products, ATEX equipment, technology solutions, installation services, initial configuration, support, training or any other associated service.

6.2 Scope of installation / project

The specific scope of the installation shall be exclusively as described in the corresponding quotation, contract, technical report, works schedule or applicable contractual documentation.

Any work, service, supply, ancillary resource, modification, extension, adaptation, legalisation, document management or action not expressly included in that documentation shall be deemed excluded from the contracted scope and may, where applicable, be subject to additional economic valuation, without this exempting the property owner from the responsibility it holds over its own facilities under applicable regulations.

Execution of the installation shall be conditional on the availability of the products, technical resources, access, permits, information and operating conditions necessary for it to be carried out correctly.

Any variation from the scope initially envisaged must be expressly accepted by AIRFAL and may involve a revision of prices, timeframes, planning, allocated resources and payment terms.

6.3 Customer obligations prior to commencement of works

Before work begins, the customer must ensure the availability of the installation, authorised access, the necessary work permits, occupational risk prevention documentation, coordination of business activities, information on existing risks, ATEX zone classification where applicable, availability of electrical supply, adequate safety conditions and the appointment of a project contact person.

The absence, insufficiency or delay of any of these elements may result in rescheduling of the work, revision of timeframes and the passing on of any additional costs that may arise.

Where the impossibility of starting or continuing the work is attributable to the customer for a period exceeding thirty (30) calendar days, AIRFAL may invoice for the work carried out, materials procured, storage costs and expenses reasonably incurred up to that point.

6.4. Planning and execution

Installation planning shall be agreed between the parties based on the availability of materials, equipment, technical personnel, subcontractors, site access and the customer's operating conditions.

Installation timeframes are estimates only, unless expressly agreed otherwise in writing.

AIRFAL may modify the schedule for technical, logistical, weather-related or safety reasons, resource availability, or any circumstance beyond its reasonable control.

Suspensions or rescheduling attributable to the customer may result in a revision of the execution schedule and the passing on of demobilisation, remobilisation, storage or resource-reservation costs.

6.5. Subcontracting

AIRFAL may carry out the installation directly or through qualified installation companies, technicians or subcontractors.

The customer accepts that AIRFAL may rely on third parties for the total or partial execution of the work, with AIRFAL retaining coordination and responsibility for the project within the contracted scope.

6.6. Payment terms for projects, installations and technology solutions

Where the project includes the supply of products, installation, configuration, commissioning or operational validation, AIRFAL may establish milestone-based payment terms, which will be detailed in the corresponding quotation or contract.

Unless expressly agreed otherwise in writing, such terms may be structured as follows:

- 30% upon acceptance of the quotation or issue of the purchase order, intended to cover initial manufacturing costs, purchase of materials, logistics, planning and resource reservation.
- 40% upon delivery of the products, commencement of installation or significant progress of the work, as defined in the quotation.
- 30% upon completion of the installation, commissioning or operational handover of the project.

Commencement of work, purchase of materials, manufacturing, resource planning or equipment reservation may be made conditional on receipt of the first payment.

In the event of delay in any of the scheduled payments, AIRFAL may suspend execution of the project, without this giving rise to any right to compensation for the customer.

Where execution of the project is suspended for reasons attributable to the customer, the economic milestones associated with work already carried out, and materials already manufactured, purchased or reserved, may be invoiced even if the project has not reached the next milestone originally envisaged.

6.7. Acceptance of the installation

The installation shall be deemed complete once the contracted scope has been executed and, where applicable, the intended commissioning or functional testing has been carried out.

Unless a specific acceptance certificate is agreed, the customer must notify AIRFAL in writing of any incident or non-conformity within a maximum of 15 working days from completion of the work.

Once this period has elapsed without written notification, the installation shall be deemed accepted.

Effective use of the installation by the customer shall constitute tacit acceptance of it. Likewise, commissioning or partial use of the installation shall constitute tacit acceptance in respect of the elements actually used.

6.8. Changes in scope

Any modification, extension, additional work, change of location, change of configuration or action not envisaged in the initial scope must be assessed and accepted by AIRFAL.

Changes in scope may involve a revision of prices, timeframes, resources, planning and payment terms.

6.9 PROJECT / INSTALLATION warranty

6.9.1. Scope

This section applies to projects in which AIRFAL assumes full responsibility for the supply, design of the lighting solution, installation, system integration and commissioning.

In these cases, the contracted scope shall consist of delivering an operational installation to the customer.

6.9.2. Start of the warranty period

The warranty period shall begin on the date the Provisional Acceptance Certificate is signed by both parties. If the customer does not formalise acceptance within the agreed period and does not raise objections in writing, the project shall be deemed tacitly accepted fifteen (15) days after AIRFAL's notification of completion.

6.9.3. Periods

The warranty periods applicable to projects are as follows:

- Warranty for the installation as a whole: two (2) years from the Provisional Acceptance Certificate.
- Warranty for installed products: the periods set out in clause 3.9.2, counted from the same date.
- Warranty for execution of the installation work: twelve (12) months from the Provisional Acceptance Certificate.
- Spare parts availability: as established in clause 3.9.2.

6.9.4. What is covered

The warranty applicable to projects shall exclusively cover the following:

- Design defects attributable to AIRFAL: failure to meet the photometric, electrical or safety parameters agreed in the contract.
- Defects in the execution of the installation work.
- Manufacturing defects in the products supplied, as set out in Section 7.1.
- Integration failures between system components directly attributable to AIRFAL's design.

6.9.5. Specific conditions

The warranty applicable to projects shall additionally be subject to the following specific conditions:

- o The customer must provide access to the installation for inspections, diagnostics and warranty work at reasonably agreed times.
- o Modifications made by the customer or third parties without AIRFAL's written authorisation release AIRFAL from liability for the affected elements.
- o Routine maintenance of the installation is the customer's responsibility.
- o Changes of use of the spaces, extensions or refurbishments that alter the conditions of the original design are not covered by this warranty.
- o The customer must report any defect covered by this warranty as soon as it becomes aware of it, and take reasonable measures to prevent it from worsening.

6.9.6. Subcontractors

AIRFAL shall be liable to the customer for work carried out by its subcontractors as if it had been carried out directly by AIRFAL.

Any claim relating to such work must always be handled through AIRFAL, and the customer should not approach the subcontractor directly.

6.9.7. Documentation delivered upon acceptance

Together with the Provisional Acceptance Certificate, AIRFAL shall deliver the following documentation. Its absence does not invalidate the warranty, but the customer is entitled to request it:

- As-built drawings of the installation, provided this is specified in the project scope.

- Certificates for the installed products, including ATEX certificates where applicable.
- EC declarations of conformity for the equipment supplied.

6.9.8. Limitation of liability

AIRFAL's maximum liability under the project warranty is limited to the value of the contract. The following are excluded: loss of profit, business interruption, damage to third parties arising from the operation of the installation, loss of contracts, loss of opportunity, loss of revenue, reputational damage, financial costs arising from execution of the project, and any indirect or consequential damage. This limitation does not apply in cases of wilful misconduct or gross negligence attributable to AIRFAL.

6.10 LOGISTICS AND TRANSPORT warranty

6.10.1. Transfer of risk

Risk in the goods passes in accordance with the Incoterm agreed in the contract or order.

Where transport is arranged by AIRFAL, AIRFAL shall bear the risk associated with the shipment until the product is effectively delivered.

Where transport is arranged or assumed by the customer, AIRFAL shall not be liable for any risks, damage, losses or incidents that may occur during shipment.

6.10.2. Obligation to inspect the goods upon receipt

The customer is obliged to inspect the goods upon receipt. Failure to carry out this inspection shall prevent claims relating to damage caused during transport or discrepancies in the supply from being processed. The inspection must include:

- ✓ The external condition of the packaging before signing the carrier's delivery note.
- ✓ References and quantities received against AIRFAL's delivery note.
- ✓ Opening of packaging and visual inspection of the products, within no more than forty-eight (48) hours of receipt.

6.10.3. Time limits for claims regarding damage or discrepancies

Visible damage to packaging or goods

Damage, incidents or reservations must be expressly recorded on the carrier's delivery note at the time of delivery and notified in writing to AIRFAL within a maximum of twenty-four (24) hours of receipt. In the absence of such a reservation on the delivery note, no claim may be made against the carrier.

Hidden damage

Defects that are not detectable during the inspection carried out at the time of receipt, and which are noticed subsequently, must be notified in writing to AIRFAL within a maximum of seven (7) calendar days of their detection and, in any case, within thirty (30) days of receipt of the goods.

Discrepancies in references or quantities

Discrepancies relating to references or quantities must be notified in writing to AIRFAL within a maximum of forty-eight (48) hours of receipt of the goods. After this period, the goods received shall be deemed to conform to the order. In all cases, the notification must include photographs of the packaging and the affected product, AIRFAL's delivery note number and the carrier's shipment number. Without this documentation, it will not be possible to properly process the claim with the insurer or the carrier.

6.10.4. Packaging

The packaging used by AIRFAL shall be suitable for the intended type of transport under standard conditions. Where the customer collects the goods from AIRFAL's premises or engages its own carrier, the risk of damage during transport shall be assumed by the customer from the moment of loading.

6.10.5. Delivery times

Delivery times notified by AIRFAL are estimates only, unless expressly agreed otherwise in writing. Delays arising from causes beyond AIRFAL's reasonable control, including, among others, component shortages, transport incidents, carrier errors or force majeure events, shall not entitle the customer to claim compensation, damages or any penalty, unless expressly agreed otherwise in writing.

6.10.6. Limitation of logistics liability

Where damage is attributable to transport, AIRFAL's liability shall be limited to the value of the affected goods, based on the price stated on the corresponding invoice.

Work stoppages, project delays, loss of profit and any other indirect damage or loss arising from the delay or damage occurring during delivery are expressly excluded.

Also excluded are the costs of replacing third-party equipment, machinery rental, contractual penalties assumed by the customer towards third parties, and any other indirect costs arising from a delivery delay.

7. GENERAL PROVISIONS

7.1. Update of terms

AIRFAL may review and update these terms whenever it considers it necessary. Any changes shall apply only to orders and contracts entered into after the effective date of the new version. Orders or contracts already entered into shall be governed by the terms in force at the time of signature, acceptance or confirmation.

7.2. Order of precedence of documents

Where there is a project contract, framework agreement or other contractual document signed by both parties establishing specific terms different from those set out in this document, the provisions of that contract or agreement shall prevail. This document shall apply in the absence of any specific agreement between the parties.

7.3. Language

This document may be made available in different languages. In the event of any discrepancy, contradiction or difference in interpretation between versions, the version drafted in Spanish shall prevail.

7.4. Retention of title.

Ownership of the products supplied shall remain with AIRFAL until full payment of the price, interest, expenses and any other amounts owed by the customer. Until that time, the customer undertakes to keep the products duly identified, not to pledge or encumber them, nor transfer ownership outside the ordinary course of its business, and to notify AIRFAL immediately of any attachment, enforcement proceedings or third-party claims that may affect them. In the event of non-payment, AIRFAL may take such legal action as may be appropriate to recover the products, without prejudice to any other rights to which it may be entitled.

8. APPLICABLE LAW AND JURISDICTION

These terms are governed by Spanish law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any dispute shall be submitted to the exclusive jurisdiction of the Courts of Zaragoza, with the parties expressly waiving any other forum.

