General Terms and Conditions of Sale (GTCS)

CLAS SL – Version effective as of 1 January 2026

Article 1 – Purpose and Scope of Application

These General Terms and Conditions of Sale (hereinafter referred to as the **"GTCS"**) govern the entire contractual relationship between **CLAS SL**, a company incorporated under the laws of the Principality of Andorra, and its professional clients.

These GTCS apply to all services, products, technologies, licences and other offerings provided or marketed by CLAS SL.

The nature of the activities, services and products covered by these GTCS is defined in **Article 2**.

These GTCS shall apply to every purchase order, accepted quotation, contract, purchase order confirmation or any other agreement entered into with CLAS SL, unless otherwise expressly agreed in writing by the Parties.

In the event of any inconsistency between these GTCS and a specific agreement executed by the Parties, the provisions of such specific agreement shall prevail solely with respect to the matters expressly governed therein.

The Client shall be deemed to have accepted these GTCS by signing a quotation, purchase order, contract or any other document referring to them, or by placing an order with CLAS SL, without the need for these GTCS to be separately signed.

Article 2 – Nature of CLAS Activities and Services

CLAS SL operates as an independent provider of professional and technical services in the fields of maritime, port, inland waterway and coastal structures, together with associated technologies.

The purpose of the services provided by CLAS is to deliver independent technical expertise to its Clients in support of the planning, construction, inspection, assessment, certification, operation, maintenance, repair and technical evaluation of their structures and projects.

The services entrusted to CLAS are strictly limited to those expressly defined in the Contractual Documents applicable to each Assignment. Their nature, scope, duration and the respective responsibilities assumed by the Parties shall be determined exclusively by such Contractual Documents.

Depending on the Client's requirements, CLAS may provide, among other services, technical assistance, inspections, quality control, certification, technical assessments, audits, training, specialist consultancy, the development of technical standards and certification schemes, or any other professional service falling within its field of expertise.

Where expressly provided for in the Contract, CLAS may also make available to the Client a team of specialists to participate in specific technical construction operations, including, without limitation, the

placement of armour units or any other specialised activity requiring particular technical expertise, in compliance with the laws and regulations applicable at the place of performance of the Contract.

Such participation is exceptional in nature and shall be strictly limited to the services expressly defined in the Contract. It shall neither modify the principal nature of CLAS's activities nor alter the contractual allocation of responsibilities among the various participants involved in the Project.

Where the Contract provides for the participation of specialised CLAS personnel in specific technical construction operations, CLAS shall remain solely responsible for the proper performance of the services expressly entrusted to it under the Contract.

Such responsibility shall be strictly limited to the personnel, equipment and technical resources deployed by CLAS and to the services falling within its own contractual scope.

CLAS shall assume no responsibility whatsoever for the activities or services performed by any other party, including, without limitation, the design of the Structure, the overall organisation of the construction site, construction management, production resources, construction methods, procurement, works carried out by third parties or any other activity falling outside the scope of its Contract.

Where the performance of the services entrusted to CLAS depends upon the decisions, resources or actions of other participants involved in the Project, such participants shall remain solely responsible for the consequences of their own acts, decisions, omissions or failures.

Having regard to the nature of its activities and the Assignments entrusted to it, CLAS acts exclusively as an independent provider of specialised technical services. It is not intended to perform, replace or assume the contractual responsibilities assigned to the Employer, the Engineer or the Contractor, except where expressly, specifically and restrictively provided for in the Contract, which shall precisely define the extent of such intervention.

No assignment, responsibility, obligation to achieve a particular result or warranty shall be implied beyond those expressly accepted by CLAS.

Unless expressly provided otherwise in the Contractual Documents, CLAS shall be bound by a **best-efforts obligation** (*obligation of means*) and not by an **obligation to achieve a specific result** (*obligation of result*).

Article 3 – Principles of Impartiality and Professional Ethics

Impartiality, professional integrity and technical competence constitute the fundamental principles upon which all services provided by CLAS SL are based.

Regardless of the nature of the Assignment entrusted to it, CLAS undertakes to perform its activities with objectivity, impartiality, independence of professional judgment, confidentiality and professional competence, solely in the interest of the technical quality of the services provided.

The contractual relationship between CLAS and its Client is established exclusively for the purpose of performing the services defined in the Contract. It shall not affect the impartiality of the inspections, controls, technical assessments, recommendations, reports, training services, opinions or certifications issued by CLAS.

The findings, conclusions, recommendations, reports and certification decisions issued by CLAS are based exclusively on the observations made during the Assignment, the information made available to CLAS, the measurements carried out, the documents examined, the applicable technical standards, recognised engineering practice and the professional experience of its personnel.

CLAS shall take all reasonable measures to prevent any situation likely to create a conflict of interest or compromise the impartiality, integrity or credibility of its services. Where such a situation is identified, CLAS shall promptly inform the Client and implement all appropriate measures necessary to preserve the objectivity of the Assignment.

Certain activities carried out by CLAS are subject to specific accreditation schemes, particularly in the field of commercial diving operations, for which CLAS complies with all applicable regulatory and technical requirements.

By contrast, the technical assistance, inspection, private certification, technical assessment, control and specialist consultancy services provided by CLAS are not currently covered by any official accreditation scheme specifically adapted to their nature or conditions of performance.

Accordingly, CLAS voluntarily applies to these activities the internationally recognised ethical principles governing inspection and certification bodies, including, in particular, those relating to impartiality, integrity, competence, confidentiality, traceability of decisions and the prevention of conflicts of interest, as set out in **ISO/IEC 17020** and **ISO/IEC 17065**.

This voluntary approach reflects CLAS's commitment to applying internationally recognised best professional practices. It shall not be construed as a claim of full compliance with these standards nor as a claim of accreditation under such standards for activities falling outside their scope.

The impartiality of CLAS constitutes an essential characteristic of the services it provides. The Client acknowledges that such impartiality is an integral component of the technical value of the inspections, technical assessments, recommendations, reports and certifications issued by CLAS and undertakes not to seek any modification of their conclusions for reasons unrelated to the technical findings made during the Assignment.

Article 4 – Definition and Performance of Assignments

Each Assignment entrusted to CLAS shall be governed by a quotation, proposal, contract, purchase order or any other Contractual Document specifying, in particular:

- the purpose of the Assignment;
- its nature;
- its scope;
- its objectives;
- its anticipated duration;
- the services to be performed;
- any deliverables;
- any specific conditions governing its performance.

The services provided by CLAS shall be strictly limited to the contractual scope of the Assignment.

Any additional service, supplementary Assignment or modification of the original scope shall be subject to the prior written agreement of the Parties.

The Client shall provide CLAS, within a timeframe compatible with the performance of the Assignment, with all information, documents, access authorisations, logistical resources and safety conditions necessary for the proper execution of the services.

Where the services are performed on a construction site, within an industrial facility or at any other premises belonging to the Client or a third party, CLAS shall perform the Assignment in compliance with the applicable safety rules, site access procedures and legislation in force at the place of performance.

CLAS shall remain free to determine the methods, procedures, technical resources and personnel it considers most appropriate for the proper execution of the services entrusted to it, subject only to any specific contractual requirements expressly set out in the Contract.

Where the Contract provides for the participation of specialised CLAS personnel in specific construction operations, such participation shall be carried out strictly within the limits defined by the Contract and only where the technical, safety and organisational conditions allow the services to be performed under satisfactory conditions.

CLAS may suspend all or part of its services whenever it considers that the safety conditions, the resources made available to it, the information provided or the conditions under which the Assignment is to be performed no longer enable it to ensure the quality of its services or the safety of its personnel.

Such suspension shall not give rise to any liability on the part of CLAS where it is justified by the protection of persons, compliance with applicable legislation or the objective impossibility of carrying out the Assignment in accordance with recognised engineering practice.

Article 5 – Performance of the Services

CLAS shall perform its services in accordance with the Contractual Documents applicable to each Assignment, the legislation in force at the place where the Assignment is performed and the recognised engineering practices applicable to the activities carried out by CLAS.

For the performance of its services, CLAS shall deploy such personnel, equipment and technical resources as it considers necessary to accomplish the Assignment entrusted to it. Such resources may include, without limitation, diving equipment, inspection systems, measuring instruments, testing equipment, observation and survey tools, recording systems, data processing equipment or any other technical means necessary to obtain the information required for the preparation of its reports, opinions, recommendations, technical assessments or certificates.

The services provided by CLAS are based exclusively on the information, observations, measurements and findings obtained during the Assignment.

Where the performance of the Assignment requires access to a construction site, a structure, an industrial installation, a vessel or any other location, CLAS shall carry out its activities in compliance with the applicable access procedures and safety and security requirements.

CLAS shall perform exclusively the services expressly entrusted to it under the Contractual Documents.

Construction methods, site organisation, production resources, construction schedules, technical execution methods and any decisions falling within the responsibility of other participants in the

Project do not form part of the services provided by CLAS, unless expressly stated otherwise in the Contract.

Where the conditions under which the Assignment is performed prevent CLAS from carrying out its services under satisfactory conditions or from obtaining the information necessary to support its conclusions, CLAS shall inform the Client as soon as reasonably practicable. The consequences of such circumstances shall be jointly recorded by the Parties and may, depending on the circumstances, result in an adjustment of the Assignment, a temporary suspension of the services or the inclusion of appropriate reservations in the reports, certificates or other documents issued by CLAS.

Article 6 – Client Obligations and Conditions for the Performance of Assignments

The Client undertakes to cooperate with CLAS in good faith and to take all measures necessary to ensure the proper performance of the Assignment.

The Client shall provide CLAS, within a timeframe compatible with the performance of the services, with all information, documents, drawings, studies, authorisations, site access and resources necessary for the proper execution of the Assignment.

The Client shall inform CLAS of any circumstance likely to affect the safety of personnel, the performance of the Assignment or the conclusions that may reasonably be drawn from it.

The specific obligations of the Client vary according to the nature of the Assignment entrusted to CLAS.

6.1 Assignments Performed on Construction Sites

Where CLAS performs services in connection with the construction, repair, rehabilitation or maintenance of a maritime, port, inland waterway or coastal structure, the responsibilities of each participant shall remain those defined by their respective contracts.

In particular, the Contractor responsible for the execution of the Works shall remain solely responsible for:

- the construction of the Structure;
- the management, organisation and coordination of the Works;
- the construction methods employed;
- the personnel, equipment and technical resources required for the execution of the Works;
- the selection, coordination and supervision of its suppliers, contractors and subcontractors;
- compliance with the legislation and regulations applicable to its activities;
- the overall safety management of the construction site; and
- maintaining the insurance cover corresponding to the activities and responsibilities for which it is contractually responsible.

Where the Contract expressly provides for the participation of CLAS in specific specialised technical operations, such participation shall remain strictly limited to the services defined in the Contract and shall not modify the allocation of responsibilities, duties or insurance obligations among the other participants in the Project.

6.2 Assignments Performed on Structures in Service

Where CLAS performs services on a structure that is in operation or in service, the owner, operator or manager of the Structure shall ensure that the Assignment can be carried out under conditions compatible with operational constraints and the applicable legislation.

In particular, the Client shall:

- organise access to the Structure;
- inform CLAS of any known operational risks;
- coordinate, where necessary, the Assignment with ongoing operational activities; and
- implement the safety measures necessary to enable CLAS personnel to perform their services.

6.3 Technical Assessment, Diagnostic and Inspection Assignments

Where CLAS performs a technical assessment, diagnostic survey, inspection, defect investigation, post-incident investigation or any assessment carried out prior to repair or construction works, the Client shall ensure that CLAS has access to the Structure, the relevant documents, technical data and all information necessary for the proper performance of the Assignment.

The Client shall inform CLAS of any access restrictions, specific safety measures or risks likely to affect the performance of the Assignment.

6.4 Technical Recommendations

The reports, findings, opinions, recommendations and certificates issued by CLAS are intended solely to assist their recipients within the scope of the Assignment entrusted to CLAS.

Any decision taken on the basis of such documents shall remain the sole responsibility of their recipients.

Where a written technical recommendation issued by CLAS is not followed, the consequences of the decisions taken shall remain the sole responsibility of those who made them.

CLAS shall not be liable for any consequences arising from decisions taken in contradiction with its written technical recommendations within the contractual scope of the Assignment entrusted to it.

Article 7 – Scope of Services, Technical Opinions and Certification

The services provided by CLAS are intended to deliver to their recipients an independent technical assessment relating to a structure, part of a structure, operation, technology or service, within the limits of the Assignment defined by the Contractual Documents.

The reports, findings, opinions, recommendations, inspections, controls, technical assessments, audits, training services and certifications issued by CLAS constitute independent technical opinions intended to assist the decision-making process of the persons or organisations responsible for the design, construction, operation, maintenance, repair, management or future development of the structures concerned.

The role of CLAS is to observe, analyse, inspect and evaluate the structures or services submitted to it. This role is distinct from that of the other participants in the Project, including the Designer, who defines the objectives of the Structure, and the Contractor, who constructs it in accordance with the applicable Contractual Documents.

CLAS has no authority or decision-making power with respect to the design, construction, construction management, operation, maintenance, repair, strengthening, operational restrictions, reconstruction or any other decision relating to the management of a Structure.

Any decision taken following the reports, opinions, recommendations or certifications issued by CLAS shall remain the exclusive responsibility of their recipients, acting within the scope of the contractual, regulatory or legal responsibilities assigned to them.

The recommendations issued by CLAS are advisory in nature and shall not be construed as decisions. Their purpose is to inform their recipients of the findings made, the non-conformities identified, the associated technical risks, their foreseeable consequences and, where appropriate, the technical solutions that may be considered.

The reports, opinions, recommendations and certifications issued by CLAS are intended exclusively for the Client and, where applicable, for the recipients expressly identified in the Contractual Documents. They may not be relied upon by any third party that is not a party to the Contractual Documents, nor shall they create any liability on the part of CLAS towards such third party, unless expressly agreed in writing by CLAS.

Certification of Structures

Where the Assignment includes a certification service, CLAS shall perform a technical classification of the Structure.

The purpose of this classification is to assess, in light of the actual condition of the Structure as observed by CLAS, the level of confidence that may reasonably be placed in its ability to fulfil, on a sustainable basis, the service, safety, maintenance, durability and long-term performance objectives defined by the design project.

This assessment is carried out using the **CLAS Certification Scheme**, which constitutes a methodological framework designed to provide a consistent, objective and traceable evaluation of the quality of construction, the identified non-conformities, their impact on the behaviour of the Structure and the resulting technical risks.

Based on the outcome of this assessment, CLAS assigns the Structure to one of the following certification classes.

As a general principle:

Class A: The Structure is deemed to comply with the design project, including the drawings, technical specifications, Particular Technical Specifications (CCTP) and recognised engineering practice. Within the limits of the certification Assignment, the intended service, safety, maintenance, durability and long-term performance objectives may reasonably be regarded as having been achieved.

Class B: The Structure presents identified non-conformities in relation to the design project. These non-conformities are analysed, their consequences assessed and the associated technical risks identified. The Structure may nevertheless continue to perform all or part of its intended function, provided that the Employer or the Structure Manager determines, under its sole responsibility, the monitoring, operational, maintenance, repair or risk management measures it considers appropriate.

Class C: The Structure presents non-conformities incompatible with the intended service, safety, maintenance, durability or long-term performance objectives assigned to it. On the basis of the technical assessment carried out, CLAS considers that the Structure can no longer be regarded as complying with the objectives of the design project. Any measures required to restore the desired level of conformity shall remain the sole responsibility of the Employer or of the competent authority.

The classification established by CLAS constitutes exclusively an independent technical assessment. It shall not constitute an operational, management, maintenance, repair or reconstruction decision.

It shall remain the exclusive responsibility of the Employer, the Structure Manager or any other competent authority to determine the actions to be taken in response to the conclusions issued by CLAS, taking into account, in particular, the technical, economic, environmental, regulatory, budgetary, heritage or public-interest considerations for which they are responsible.

The general principles of the **CLAS Certification Scheme**, together with the certification classes and their associated risk levels, are described in the technical documentation published by CLAS and on its official website. The version applicable to each Assignment shall be the one expressly identified in the applicable Contractual Documents or in the relevant Certification Report.

Article 8 – Insurance

Each Party shall maintain, throughout the duration of the Assignment, the insurance policies corresponding to the activities, obligations and responsibilities contractually assigned to it.

Upon the Client's request, CLAS shall provide a valid certificate of its Professional Indemnity Insurance specifying the limits of cover applicable to its professional activities.

The insurance maintained by CLAS covers exclusively its ordinary professional activities, including training, consultancy, technical assistance, inspection, control, audit, diagnostic surveys, technical assessments and voluntary quality certification services.

Such insurance does **not** constitute insurance covering the Structure itself and does not cover damage affecting any Structure under construction, repair or maintenance, nor liabilities arising from its design, construction, construction management, operation, repair or maintenance.

Insurance covering the execution of the Works, damage to the Structure and the liabilities arising therefrom shall remain the responsibility of the Contractor or Lead Contractor responsible for the Works, or of the Client where the latter has contractually assumed such responsibility.

Where the Contract expressly provides that CLAS shall make available a team of specialists to participate physically in specific construction operations, including, without limitation, the placement of armour units, the nature, scope and conditions of such participation shall be precisely defined in the Contract.

In such circumstances, the Client shall ensure, prior to the commencement of the Assignment, that the operations entrusted to CLAS, the personnel involved and any damage that may affect the Structure are covered by the insurance maintained by the Contractor or Lead Contractor responsible for the Works. Upon request, the Client shall provide CLAS with any certificate or written confirmation necessary to verify the existence and extent of such insurance cover.

The participation of CLAS in these specialised operations shall not confer upon it responsibility for construction management, overall responsibility for the execution of the Works or responsibility for insuring the Structure as a whole. The liability of CLAS shall remain strictly limited to the services, personnel, equipment and technical resources falling within its own contractual scope.

Where satisfactory evidence of the applicable insurance cover is not provided, CLAS shall be entitled to refuse, postpone or suspend its participation without incurring any liability whatsoever.

Article 9 – Intellectual Property

All methods, technical standards, certification schemes, procedures, reports, certificates, opinions, studies, photographs, videos, digital models, databases, training materials, software, technical documents and, more generally, all intellectual work produced by CLAS shall remain its exclusive property unless expressly agreed otherwise in writing.

The delivery of a report, certificate, study, opinion, technical document or any other deliverable shall not constitute any transfer of the intellectual property rights of CLAS.

The Client is granted a non-exclusive right to use the documents delivered by CLAS solely for the purposes of the Project to which they relate.

Unless prior written authorisation has been obtained from CLAS, such documents may not be modified, partially reproduced, translated, adapted, commercialised, distributed or otherwise used in any manner liable to alter their content, scope or conclusions.

Reports, certificates, opinions and recommendations issued by CLAS may not be reproduced in part or quoted out of context where such use is liable to alter their meaning or create a misleading interpretation of their conclusions.

BREAKWATER SOLUTION™

BREAKWATER SOLUTION™ is a trademark owned by CLAS. The licence to use the BREAKWATER SOLUTION™ trademark is granted free of charge, with no entry fee or royalty. It is subject to compliance with the CLAS requirements communicated to and accepted by the licensee, particularly those concerning marking, identification, use of CLAS technical documentation, traceability and inspection. The licensee shall also ensure that its subcontractors comply with the applicable requirements.

Technical assistance, training and inspection services provided by CLAS are charged separately, in accordance with the accepted quotations or contracts.

This trademark designates a range of technical services, technical assistance, inspection, control, certification, training and technology transfer relating to freely exploitable maritime protection technologies or technologies forming part of the industrial public domain.

The use of the BREAKWATER SOLUTION™ trademark shall not confer any rights whatsoever over technologies, trademarks, licences or other intellectual property rights belonging to third parties.

STARBLOCK™

STARBLOCK™ is a proprietary technology developed by CLAS.

Any manufacture, use, reproduction, commercialisation or exploitation of this technology shall be governed exclusively by the licence agreements entered into with CLAS.

These General Terms and Conditions of Sale do not grant any licence or right to use the STARBLOCK™ technology unless expressly provided for in the applicable Contractual Documents.

Third-Party Technologies and Intellectual Property Rights

The trademarks, trade names, technical designations or technologies referred to by CLAS, including **CORE-LOC**, **Xbloc®**, **Cubipod®**, **BCR**, **Tetrapod** or any similar designation, are mentioned solely for the purpose of identifying the technologies, structures or technical standards concerned by the services performed.

Their mention shall not create any legal, commercial, technical, institutional or corporate relationship between CLAS and the owners of the corresponding rights, where such rights exist.

These General Terms and Conditions of Sale shall not give rise to any transfer of intellectual property rights, assignment of rights, licence or right of use other than those expressly provided for in the applicable Contractual Documents.

Confidentiality and Professional Experience

Unless a more restrictive confidentiality obligation is expressly provided for in the Contractual Documents, CLAS shall remain free to use the knowledge, methods, procedures, professional experience, statistical information and general lessons learned during the performance of its Assignments for the purposes of research, development, training, improvement of its methods, technical publications or education, provided that no confidential information capable of identifying the Client, its Project or any protected data is disclosed without the Client's prior written consent.

Article 10 – Confidentiality, Data Retention and Rights of Use

The Parties undertake to preserve the confidentiality of all commercial, financial, technical and strategic information obtained in connection with the performance of the Contract.

This obligation of confidentiality shall not apply to information that is lawfully in the public domain or to disclosures required by law, by a court order or by a competent authority.

CLAS shall retain all documents, photographs, videos, surveys, measurements, digital models, recordings, reports, certificates and any other technical data produced or collected in the course of its Assignments for no longer than is reasonably necessary and, in any event, for a maximum period of ten (10) years following completion of the Assignment, in order to ensure the traceability of its services, preserve its technical archives and substantiate the findings, analyses, opinions, recommendations and certifications it has issued, unless a longer retention period is required by law, regulation or contract, or where retention is necessary for evidential purposes or for the protection of its legal rights.

Unless specific Project requirements are expressly provided for in the Contractual Documents, CLAS may use the photographs, videos, digital models, surveys and other documents produced during the

performance of its Assignments for archiving, evidential purposes, training, research, technical publications, institutional communication, promotion of its activities and professional feedback.

Where the site, Structure or Project has been identified to CLAS as confidential, sensitive or strategic, or where the Client expressly so requests, any such use for institutional communication or promotional purposes shall be subject to the Client's prior approval.

Nothing contained in any confidentiality obligation shall prevent CLAS from retaining, producing or using documents, data or evidence necessary for the protection of its rights, the justification of its services or the defence of its interests in connection with any amicable settlement procedure, administrative proceedings, judicial proceedings, arbitration or expert proceedings.

The provisions of this Article shall survive the completion or termination of the Assignment.

Article 11 – Financial Conditions

The services provided by CLAS shall be performed in accordance with the financial terms set out in the quotation, commercial proposal, purchase order, Contract or any other Contractual Document accepted by the Parties.

Unless otherwise expressly agreed, all prices are exclusive of taxes, withholding taxes, customs duties, bank charges and any taxes, duties or other charges applicable in the country where the Assignment is performed.

Travel expenses, transportation costs, visas, permits, accommodation, meals, equipment rental, transport of equipment, specialist subcontracting, testing, laboratory analyses, translation services, laboratory services and any other expenses necessary for the performance of the Assignment shall be invoiced in accordance with the applicable Contractual Documents.

Any service falling outside the original contractual scope of the Assignment, or resulting from a request by the Client, a modification of the Project or circumstances beyond the control of CLAS, shall give rise to additional remuneration in accordance with the applicable Contractual Documents or, failing such provisions, in accordance with the rates in force on the date the additional services are performed.

Stand-by

A **Stand-by Period** means any period during which the personnel, equipment and resources of CLAS remain mobilised or immediately available but are unable to perform the services entrusted to them due to circumstances beyond the control of CLAS.

The conditions governing the application of Stand-by, its remuneration, any mobilisation or demobilisation periods and the related costs shall be those defined in the quotation, purchase order, Contract or any other applicable Contractual Document.

In the absence of specific contractual provisions, Stand-by Periods shall be invoiced on the basis of the actual costs incurred by CLAS together with the corresponding fees for maintaining its personnel and resources in a state of mobilisation.

Where the duration of a Stand-by Period exceeds that which could reasonably have been anticipated for the Assignment, or any contractual limit expressly provided for, CLAS may decide to demobilise all or part of its personnel and equipment. Any costs relating to demobilisation and subsequent

remobilisation shall be borne by the Client where the circumstances giving rise to the Stand-by are not attributable to CLAS.

Any substantial modification of the conditions under which the Assignment is performed that is likely to affect its cost or duration shall, whenever reasonably possible, be agreed upon in advance by the Parties. Failing such prior agreement, CLAS shall inform the Client as soon as reasonably practicable of the technical, organisational and financial consequences of such modification.

The financial conditions agreed between the Parties are based on the information provided by the Client at the time the quotation or proposal is prepared. Any modification of such information or of the conditions under which the Assignment is to be performed may justify an adjustment of the agreed financial conditions.

Article 12 – Invoicing and Payment Terms

The services performed by CLAS shall be invoiced in accordance with the provisions set out in the quotation, commercial proposal, purchase order, Contract or any other applicable Contractual Document.

Invoices shall be issued in the currency specified in the Contractual Documents.

Where the invoicing currency differs from the reference currency adopted for the remuneration of CLAS, the conversion method and the applicable exchange rate shall be those expressly provided for in the Contractual Documents. Failing such provisions, the Parties shall agree upon the applicable exchange rate prior to the issuance of the relevant invoice.

The invoicing arrangements shall be those defined in the Contractual Documents. They may include, without limitation, advance payments, interim invoices based on the progress of the Assignment, periodic statements, milestone payments or final invoicing upon completion of the services.

Invoices shall be payable in accordance with the terms and deadlines specified in the Contractual Documents. Unless otherwise agreed, invoices shall become due within thirty (30) days from the date of issue.

Payment shall be deemed to have been made on the date on which the corresponding funds are effectively credited to the bank account designated by CLAS.

The agreed fees and prices are exclusive of all taxes, withholding taxes, duties, levies, customs duties, governmental charges or other deductions applicable in the country where the Assignment is performed, invoiced or paid, unless expressly provided otherwise in the Contractual Documents.

Where the applicable legislation requires the deduction of withholding tax or any other mandatory deduction, the Client shall, at its own expense, comply with all applicable formalities and provide CLAS with the corresponding official supporting documents. Unless otherwise expressly agreed in the Contractual Documents, the agreed fees shall remain payable in full so that CLAS receives the net contractual amount agreed by the Parties.

The provisions of this Article shall apply subject, where applicable, to any international double taxation treaty. The Client shall provide CLAS with all reasonable assistance and documentation necessary to enable CLAS to benefit from the provisions of such treaties or, where appropriate, to claim a foreign tax credit in respect of withholding taxes deducted at source.

CLAS may make the commencement of the Assignment, the mobilisation of its personnel, the continuation of the services, or the delivery of all or part of the deliverables, reports, certificates or any other contractual document conditional upon compliance with the agreed payment schedule.

In the event of late payment, CLAS may, after formal notice has remained without effect within the period specified therein, suspend all or part of its services until all outstanding amounts have been paid in full, without such suspension constituting a contractual breach on the part of CLAS.

Such suspension shall not release the Client from its contractual obligations and shall not entitle the Client to any compensation. Any technical, organisational or financial consequences resulting from such suspension shall be borne by the Client where they are not attributable to CLAS.

Any dispute relating to an invoice shall be notified in writing within fifteen (15) days of its receipt and shall specify the reasons for such dispute. The undisputed portion of the invoice shall remain immediately due and payable.

Payment of an invoice shall constitute settlement of the corresponding amounts only and shall neither constitute final acceptance of the services nor operate as a waiver by either Party of any rights arising under the Contractual Documents or the applicable legislation.

Article 13 Late Payment and Default Interest

Any delay in payment shall constitute a contractual default.

Where payment is not made by the contractual due date, all outstanding amounts shall automatically accrue, without prior notice or formal demand, the default interest and penalties provided for under the legislation of the **Principality of Andorra** applicable to commercial debts, unless the Contractual Documents provide for terms more favourable to CLAS.

Such default interest and penalties shall accrue from the day following the due date of the relevant invoice until full payment of all outstanding amounts.

The Client shall also reimburse CLAS for all costs reasonably incurred in recovering the debt, including, without limitation, bank charges, administrative expenses, professional advisers' fees, lawyers' fees, bailiffs' fees, experts' fees and any other costs of debt recovery, to the extent permitted by the applicable legislation.

Without prejudice to any other right or remedy, CLAS may suspend or postpone all or part of its services, refuse any further mobilisation of personnel or equipment, and withhold the delivery of any report, certificate, opinion, study, photograph, video, digital model or any other deliverable until all outstanding amounts have been paid in full.

Such suspension shall not constitute a contractual breach by CLAS and shall not entitle the Client to any compensation. Any technical, organisational, scheduling or financial consequences arising from such suspension shall remain the sole responsibility of the Client where they are not attributable to CLAS.

Partial payments shall be applied first to default interest, penalties and debt recovery costs, and thereafter to the oldest outstanding principal amounts, unless otherwise agreed in writing by the Parties.

Article 14 – Limitation of Liability

Except in the event of gross negligence or wilful misconduct on the part of CLAS, the liability of CLAS arising out of the performance of the services defined in the Contractual Documents shall, for any single Assignment, be limited to the higher of the following amounts:

(i) the total fees actually received by CLAS in respect of the Assignment concerned; or

(ii) the amount effectively recoverable under its Professional Indemnity Insurance.

Under no circumstances shall CLAS be liable for any indirect, consequential or non-material damages, including, without limitation, loss of profit, loss of production, loss of opportunity, damage to image or reputation, liquidated damages or delay penalties incurred by the Client towards third parties, or any financial loss not resulting directly and exclusively from a contractual breach attributable to CLAS.

Any claim against CLAS shall, under penalty of forfeiture, be notified in writing within twelve (12) months from the date on which the relevant report, certificate, opinion or any other document relating to the Assignment was delivered by CLAS, or, where no such document has been issued, within twelve (12) months from the completion of the Assignment.

Article 15 – Force Majeure

Neither Party shall be liable to the other for any failure or delay in the performance of its contractual obligations where such failure or delay results from an event of Force Majeure as recognised under the applicable law and jurisprudence, including, without limitation, natural disasters, exceptional weather or maritime conditions, war, armed conflict, acts of terrorism, riots, epidemics or pandemics, decisions of governmental authorities, embargoes, export or international trade restrictions, or general strikes.

The Party invoking an event of Force Majeure shall notify the other Party as soon as reasonably practicable and shall use all reasonable efforts to mitigate its consequences.

Where the Force Majeure event continues for more than sixty (60) days, or for any other period expressly agreed in the Contractual Documents, either Party may terminate the relevant Assignment without liability to the other, subject to payment of the services duly performed and reimbursement of the reasonable costs incurred by CLAS prior to the occurrence of the Force Majeure event.

Article 16 – Compliance, Anti-Corruption and International Sanctions

Each Party represents that, in the performance of the Contract, it shall comply with all applicable laws and regulations relating to anti-corruption, the prevention of bribery and influence peddling, as well as all applicable economic and trade sanctions, embargoes and export control regulations in force within the jurisdictions concerned by the Assignment.

Each Party further represents that, to the best of its knowledge, it is not subject to any international economic sanctions and undertakes to inform the other Party immediately should such circumstances arise during the performance of the Contract.

In the event of a proven breach of the obligations set out in this Article, the non-defaulting Party shall be entitled to suspend or terminate the Contract as of right, without prejudice to any other rights or remedies available under the Contract or applicable law.

Article 17 – Personal Data Protection

To the extent that the performance of the Assignments entrusted to CLAS involves the processing of personal data, each Party undertakes to comply with the applicable legislation relating to data protection, including, where applicable, **Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR)** and the legislation of the Principality of Andorra governing the protection of personal data.

CLAS shall retain personal data collected in connection with its Assignments only for the period strictly necessary for the purposes for which such data are processed, unless a longer retention period is required by law, regulation or contract, or where retention is necessary for evidential purposes or for the protection of its legal rights.

Any data subject may exercise the rights granted under the applicable data protection legislation by contacting CLAS in accordance with the procedures set out in its Privacy Policy.

Article 18 – General Provisions

CLAS may subcontract all or part of the services under its sole responsibility.

The Client may not assign or transfer, in whole or in part, any of its rights or obligations arising under the Contract without the prior written consent of CLAS.

Any notice given under the Contract shall be made in writing and sent to the addresses specified in the Contractual Documents by registered mail with acknowledgement of receipt, electronic communication with acknowledgement of receipt, or by any other method expressly agreed between the Parties.

These General Terms and Conditions of Sale, together with the Contractual Documents applicable to each Assignment, constitute the entire agreement between the Parties and supersede all prior written or oral agreements relating to the same subject matter.

The failure by either Party to enforce any provision of these General Terms and Conditions of Sale shall not constitute a waiver of its right to rely upon that provision at a later date.

Should any provision of these General Terms and Conditions of Sale be held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

These General Terms and Conditions of Sale are drawn up in the French language. In the event of any translation into another language, the French version shall prevail between the Parties unless otherwise expressly agreed in writing.

CLAS reserves the right to amend these General Terms and Conditions of Sale at any time. The version applicable to each Assignment shall be the version in force on the date of acceptance of the relevant quotation, purchase order or Contract.

Article 19 – Governing Law and Dispute Resolution

These General Terms and Conditions of Sale and all Contracts entered into between CLAS and the Client shall be governed by the laws of the **Principality of Andorra**, unless the Contractual Documents expressly provide otherwise.

In the event of any dispute relating to the formation, interpretation, performance, suspension, termination or consequences of the Contract, the Parties undertake to seek an amicable settlement before commencing any judicial or arbitral proceedings.

For this purpose, the Party initiating the dispute shall notify the other Party in writing of the subject matter of the dispute together with the factual, contractual and legal grounds upon which its claim is based.

Unless otherwise agreed, the Parties shall have a period of thirty (30) days from the date of such notification to attempt to resolve the dispute amicably, including through negotiation, meetings, mediation or any other alternative dispute resolution procedure they consider appropriate.

Failing an amicable settlement upon expiry of that period, either Party shall be free to pursue its rights before the competent courts, and the dispute shall fall within the exclusive jurisdiction of the courts of the **Principality of Andorra**.

Notwithstanding the foregoing, the Parties may expressly agree in the Contractual Documents that a different governing law, another competent jurisdiction, arbitration or any other dispute resolution mechanism shall apply to a specific Assignment.

Given the international nature of certain Assignments, CLAS and the Client are encouraged to consider, within the Contractual Documents, the use of arbitration where appropriate in order to facilitate, where applicable, the recognition and enforcement of decisions in other jurisdictions.