# General Terms and Conditions

**Clause 1: General**

**1.1** The following general terms and conditions ("T&C") shall govern the order of products and or services ("goods") provided to a Client by Alén Space, S.L. ("Alén Space"). Please read them carefully.

Please note that these T&C do not alter any other agreements that you may have with Alén Space.
The term 'Client' shall refer to a natural person or legal entity for which Alén Space provides services or products.

Both Alén Space and the Client may be individually referred to as a "Party" or collectively as the Parties".

**1.2** These T&C apply to and govern all offers formed between Alén Space and the Client, unless another written agreement was concluded between Alén Space and the Client;

**1.3** There may be no deviation, or dismissal from these T&C, unless both Parties have expressly agreed otherwise in writing, and unless otherwise stated, any deviation will be valid only for the specific clauses identified in the agreement. If any provision of these T&C is declared invalid or invalidated by a final court ruling, all other provisions in the T&C not affected by said invalidity or invalidation will remain in full force.

**Clause 2: Offers and Orders**

2.1 Alén Space provides the Client with an accurate offer, based on the Client's needs, market price, availability of certain items and components and procedures related to delivery. The offer is made on a best effort basis, based on information available, being an estimation with respect to the relevant order, and therefore, shall not be binding upon Alén Space;

**2.2** Unless otherwise agreed in writing an offer shall only be valid for a period of 30 days calculated from the posting date of the offer;

**2.3** Following the receipt of the offer, the Client shall transmit to Alén Space a written purchase order. Alén Space shall respond to the latter with a written and signed confirmation of the purchase order (Confirmed purchase order).

**2.4** Depending on the scope of the products and/or services purchase order, Alén Space shall transmit the Client an agreement, made between Alén Space and the Client as an alternative to the confirmation of the purchase order. Such agreement shall come into force upon signatures by both Parties. These T&C shall in any event be deemed to have been incorporated into such agreement even without these T&C being referred to or attached to such agreement. Any change or supplementation to such agreement is binding upon Alén Space only after this has been established in writing and signed by the Parties;

**2.5** Alén Space is obligated to put its best effort in the fulfillment of the Client's expected result, however, Alén Space cannot guarantee the realization of that result;

**2.6** Offers made by Alén Space may include designs, drawings, samples, descriptions, images, etc. These items remain the property of Alén Space or its suppliers and must be returned to Alén Space if so requested. The materials may not be distributed to third Parties without expressed written approval from Alén Space. The distribution of the aforementioned materials without the previous consent of Alén Space, will allow Alén Space to claim the damages suffered consequence of said distribution. Furthermore, Alén Space and its suppliers will maintain all intellectual and industrial property rights in and to these items;

**2.7** The Client must inform Alén Space about the final destination of the good (Country and client) in the Purchase Order. Based on that information, Alén Space will notify the Client of any foreseen restrictions related to the supply of the product and/or service, including, if applicable, the need to obtain permits or licences in order to export the item; Permits, licenses or any other approval that may be required, are not considered in the offer (neither in delivery time nor in the price) as they are full responsibility of the Client. Alén Space will notify the Client and will communicate an updated supply time based on Alén Space' estimations. The Client has to be aware that in such cases the supply of the product and/or service may be delayed due to governmental authorities' actions, in the EU or in any other state or territory. Alén Space will not be liable for such actions and will not be in violation with respect to these T&C as such actions may cause a change in supply time, costs, supply procedures or other agreed terms. Alén Space will notify the Client in case additional costs will arise related to the supply of the product and/or service due to such governmental actions or restrictions.

**Clause 3: Term and Termination**

**3.1** An order is considered to be fulfilled, or the agreement terminated where applicable, when all work, the exchange of information, documents, products and other material issues, are concluded, with the approval of both Parties, providing that the Client has made all the required payments under the confirmation of the purchase order or agreement;

**3.2** Both Parties may withdrawal without cause, simply by written notice to the other party within 5 days from the date of confirmation of the purchase order. In these cases, the cancellation fee described in Clause 5.6 will not be applied;

**3.3** Alén Space has the right to terminate a purchase order or an agreement immediately without a notice of default or judicial mediation in the event of winding-up, bankruptcy, or suspension of payment of the Client. In such event, the Client has no right to any compensation;

**3.4** The obligations and provisions of clauses 7 and 8 to these T&C shall survive the termination of the order/agreement.

**Clause 4: Price**

**4.1** All prices stated in the offer are given in Euros, excluding VAT and any other tax or custom tariffs. Prices also exclude shipping, insurance and any other remaining cost.

**4.2** Any expense not included in the price are to be paid by the Client, unless expressly agreed otherwise by the Parties and stated in writing. If the Client is resident in a country where retention tax is practiced, Alén Space shall be entitled to gross up accordingly.

**Clause 5: Payments**

**5.1** Payment must be made in Euros and at the latest 15 days after the billing date, unless expressly agreed by the Parties and stated otherwise in writing. In case of payment by bank or wire transfer, the credit date of Alén Space' bank account serves as the day of payment;

**5.2** Alén Space is entitled to bill the Client on a regular basis for work that has been done. Invoices are to be sent by email to the Client address unless the Client expressly requested the invoices were to be sent in a different way and previous agreement between Alén Space in that regard.

5.3 Alén Space may require a partial down payment or guarantee for payment up to the total price in the offer. Unless otherwise agreed with the client and stated in writing, Alén Space shall not commence any activity or work related to the offer until such payment is credited into Alén Space' bank account.

**5.4** If any payment is not provided on time, Alén Space has the right to suspend its activities, to suspend continuation of work already commenced, or to suspend delivery of any products, information, or documents to the Client. Alén Space will inform the Client when payment is not provided on time, and will resume the activities once the payment has been provided;

**5.5** If the Client fails to provide a payment within the stated period (Check clause 5.1 above), and after being notified by Alén Space of his default, he is obliged to pay both the legal interest (the bigger of 8% or EURIBOR-3m+8%) from the day after the payment term expires, as well as any non-judicial costs incurred by Alén Space in the collection of payment;

**5.6** The consequences of the suspension of the activities for this reason will be borne entirely by the Client. If necessary, once the activities has been resumed, Alén Space may demand an extra payment for any extraordinary work properly justified by Alén Space that may be involved in the resumption.

**5.7** In the event that the suspension due to non-payment by Client is extended beyond 60 days, the purchase order or the agreement shall be understood by Alén Space as unilaterally terminated by the Client for all purposes, with all the consequences that may arise for the Parties. Upon termination of the purchase order or the agreement due to this non-payment, Alén Space will issue a final invoice to the Client for any work developed under the purchase order or the agreement that had not been previously invoiced.

**5.8** If the agreement with Alén Space is made with more than one Party, all Clients are personally liable for their fulfilment of their obligations as described in this clause 5, unless specifically agreed among the Parties and stated in writing.

**5.9** Should the Client cancel the order or the agreement for any reason due to the Client, except clause 6.8, before the delivery of the products and/or services, Alén Space will charge a Cancellation fee of:

**a)** 50% of the total amount of the standard products and services and;
**b)** Up to 100% of non-standard products and services.

**Clause 6: Delivery of products and services**

**6.1.** The delivery of the products and services will take place according to the EXW INCOTERMS.

**6.2** The period of delivery provided by Alén Space becomes active either; upon the day the agreement enters into force, or, upon confirmation of the order, provided that all materials, information and other goods that are required by Alén Space from the Client in order to commence with the activities have been provided by the Client. In case the materials, Information and any other good required were provided after the day the Agreement enters into force, or after the confirmation of the order, the period of delivery will become active the day the materials, pieces of information or goods required are completely provided by the Client. An agreed delivery time or time period shall be indicative rather than binding, unless expressly agreed otherwise between the Parties and stated in writing.

**6.3** Unless expressly agreed by the Parties and stated otherwise in writing, standard delivery shall be at Alén Space offices at Rua das Pontes, 9, Módulos 9 y 10, 36350 Nigrán (Pontevedra - SPAIN).

**6.4** If the Client requests a deviation from standard delivery procedures, Alén Space may charge the Client for any additional expenses incurred in the arrangement of delivery.

**6.5** In any case, the risk will pass to the Client when the Client is informed by Alén Space that the goods are ready to be delivered.

**6.6** If partial deliveries are made within an agreement, Alén Space has the right to consider each delivery as an independent transaction.

**6.7** When required, Alén Space shall return goods provided to Alén Space by the Client, in order to complete the agreed activities, within one month after termination of the agreement, at the expense and under the Client's risk and liability, unless expressly agreed and stated otherwise in writing;

**6.8** If delay in delivery is caused by any of the circumstances mentioned in Clause 11 or by an act or omission on the part or of the Client the time for delivery shall be extended by a period which is reasonable having regard to the circumstances in the case. This provision applies regardless of whether the reason for delay occurs before or after the agreed time for delivery;

**6.9** In the event, the agreement between Alén Space and the Client specifically states a fine or penalty for untimely delivery of services or goods, Alén Space shall be exempted from these fines or penalties if the delivery time is exceeded due to the conditions mentioned in clause 6.8;

**6.10** If the product is not delivered at the time for delivery, the Client is not entitled to liquidated damages unless otherwise agreed in writing. If the product is not delivered at the time for delivery the Client may in writing demand delivery within a final reasonable period of time, which shall not be less than 4 (four) weeks. Alén Space does not deliver within such final period and this is not due to the conditions mentioned in clause 6.8, then the Client may, by notice in writing to Alén Space, cancel the purchase order or terminate the agreement for the part of the products and/or services which are delayed and whose last agreed milestones have not been met due to such delay. The Client will be entitled to get corresponding refund for any advanced payment directly related to the last agreed milestones not met by Alén Space (Met milestones will not be refunded). Any material acquired by Alén Space with the advanced payment to perform the activities required by the unmet milestone may be sent by Alén Space to the client as part of the refund. In such case, the refund import shall be reduced in the amount indicated in acquisition invoices of the materials sent to the client as refund.

**6.11** Cancellation of the purchase order or termination of the agreement and refund under clause 6.8 is the only remedy available to the Client in case of delay on the part of Alén Space. All other claims against Alén Space based on such delay shall be excluded.

**6.12** Alén Space has the right to keep in its possession data, equipment, and/or other goods, owned or partly owned by the Client, as long as the Client fails to fulfil its obligations under the agreement, order, and/or these T&C. The retention of title shall not affect the passing of risk under clause 6.5.

**6.13** If the Client anticipates that the Client will be unable to accept delivery at the delivery time, the Client shall forthwith notify Alén Space thereof stating the reason, and, if possible, the time when the Client will be able to accept delivery. If the Client fails to accept delivery at the delivery time, the Client shall nevertheless pay any part of the purchase price which becomes due on delivery as if delivery had taken place. Alén Space shall arrange for storage of the Products at the risk and expense of the Client. If the Client so requires, Alén Space may also insure the products on the Client's expense.

**6.14** Alén Space may by notice in writing require the Client to accept delivery within a final reasonable period. If, for any reason for which Alén Space is not responsible, the Client fails to accept delivery within such period, Alén Space may by notice in writing terminate the agreement, the purchase order or the offer in whole or in part. Alén Space shall then be entitled to compensation for the loss suffered by reason of the Client's default. The compensation shall not exceed the purchase price, which is attributable to that part of the goods in respect of which the agreement or the purchase order is terminated.

**6.15** The Client is responsible for investigating if any import permit is required in order to import the goods. If so, the Client is responsible for providing such prepared documents to Alén Space in due time if needed. Any expense required to obtain such permits must be covered by the Client. This request does not alter the fact that delivery takes places according to clause 6.2., unless otherwise agreed in writing by the Parties.

**6.16** The Client is responsible for investigating if any export permit is required to export the goods to be delivered by Alén Space to the country of delivery and if so, the Client is responsible for providing such prepared documents (including end-user statement) to Alén Space in due time. Any expense required to obtain such permit must be covered by the Client. This request does not alter the fact that delivery takes places according to clause 6.2., unless otherwise agreed in writing by the Parties.

**Clause 7: Confidentiality**

**7.1** Alén Space is obliged to hold confidential all information provided by the Client (Confidential Information) for a maximum period of 2 (two) years. This confidentiality clause does not apply to information that:

- **a)** is known to, or in the possession of, Alén Space prior to disclosure thereof by the Client;
- **b)** is publicly known at the time information is made available to Alén Space by the Client;
- **c)** becomes publicly known, otherwise than of illegitimate actions by Alén Space, after the date it was made available to Alén Space by the Client;
- **d)** is disclosed to a relevant supplier which has to get the information in order to supply the ordered services and/or products;
- **e)** is lawfully received from a third party free from any confidentiality restriction.
- **f)** is required to be disclosed by law, previous request by a judicial or administrative authority, provided that the Alén Space use its best endeavors to protect the confidentiality of such information and where possible give the Client the opportunity to take whatever steps the latter deems necessary to protect its interests;

**7.2** Alén Space undertakes that the Confidential Information may be disclosed to its employees, its holding or affiliate companies' employees, professional advisors, agents and consultants on a need-to-know basis. Alén Space shall take all reasonable steps necessary to procure that such persons abide by the provisions of this clause.

**7.3** All Parties involved in the agreement shall take all reasonable measures to maintain the confidentiality of confidential information, or information that appears to be confidential provided by any of the Parties;

**7.4** Additionally, the obligation upon Alén Space to uphold confidentiality does not apply in the event that this may result in danger for persons, materials, the environment or to public health. Alén Space will inform the Client if any risk of such a danger is identified.

**7.5** All information exchanged, all documents, and all goods made available within the scope of the order or agreement, including those that are not specified as confidential, are and shall remain the property of the supplying Party. Such materials will be returned to that Party immediately on termination provided that Party had requested so.

**Clause 8: Intellectual Property**

**8.1** Unless specific agreements have been made and stated in writing, especially with respect to specific applications targeted by the product or services, all copyrights as well as any other

right in intellectual or industrial property in knowledge and information generated by Alén Space or its suppliers, irrespective of whether property or information is generated within the work area or timeframe of the offer, is owned exclusively by Alén Space or its suppliers;

**8.2** The Client will hold user rights to all the knowledge and information required for the realization, commercialization, or utilization of the products and/or services included in the purchase order or in the agreement.

**8.3** The Client may not prohibit or prevent Alén Space, in whole or in part, from applying to future projects any development made by Alén Space under the purchase order or agreement.

**8.4** The Clients undertakes not to reverse engineer, compile, disassemble, or otherwise attempt to discover the source code and/or design of the software and/or hardware developed and property of Alén Space. It is strictly forbidden to modify and/or create derivative works based on the software and/or hardware property of Alén Space.

**Clause 9: Product and service liabilities**

**9.1** Since generally the products are provided to be used for a development project undertaken in a research environment by the Client and the products are to be integrated into a system that includes Client furnished parts that are not qualified by Alén Space prior to integration a general guarantee cannot be provided by Alén Space covering the delivered products.

**9.2** The Client is responsible for the correctness and completeness of the information provided to Alén Space; Alén Space shall not be liable for any damage or incompatibility in case the Client provided inaccurate information.

**9.3** Client complaints related to faults in delivered goods must be reported by the Client to Alén Space within 10 days after delivery, or within 10 days after the invoice date. It shall include a clear and specific description of the complaint and with reference to the invoice applicable to the faulty goods. The Client is obliged to perform a timely and thorough inspection.

**9.4** Faults which were not externally perceptible, due to the fact that they would not appear during a timely and thorough inspection, and that appear within 6 months after the agreed date of delivery, must be reported to Alén Space by the Client immediately after the fault has been noticed by the Client, in the manner described in clause 9.3; The rights to remedy the faults or to reclaim any sums paid with connection to the goods will be subject to the terms stated in the supplier/manufacturer's warranty, and may change from one good to another. In this sense, the Client can only claim compensation or damages, or have a right to reclaim, if such a claim cannot be made against third Parties (e.g. supplier/manufacturer).

**9.5** On receipt of the notice in writing under clause 9.4, and provided that Alén Space has declared the basis of a claim to be well-founded and related to the quality of the delivered goods, when the Client makes a claim in respect of delivered goods, Alén Space may choose at its sole discretion one of the following forms of remedies:

**a)** Free repair of the faulty goods;

**b)** Delivery of replacement goods or parts, after consignment of the faulty goods or parts. The Client shall bear all other costs related to the repair;
**c)** Refund of the received purchase price or crediting of the invoice sent to the Client, along with the termination of the particular agreement without judicial mediation, as far as the purchase price, invoice, and agreement apply to the faulty good(s).

Unless otherwise agreed in writing, necessary transport of parts for the goods in connection to the remedying of defects for which Alén Space is liable to the place of delivery shall be at the risk and expense of Alén Space.

**9.6** If the Client has given such notice as mentioned in clauses 9.3 and 9.4 and no defect is found for which Alén Space is liable, Alén Space is entitled to compensation for the costs incurred by Alén Space in the verification process.

**9.7** Unless otherwise agreed in writing, the Client shall bear any additional costs which Alén Space incurs for repair, dismantling, installation and transport as a result of the goods being repaired in a place other than the place of delivery.

**9.8** Defective parts, which have been replaced, shall be made available to Alén Space and shall be its property.

**9.9** Where the defect has not been successfully remedied as stipulated under clause 9.5;
**a)** The Client is entitled to a reduction in the purchase price in proportion to the reduced value of the goods, provided that under no circumstances shall such reduction exceed 20% of the purchase price; or
**b)** Where the defect is as substantial as to significantly deprive the Client of benefit of the order or agreement, the Client may terminate the agreement or cancel the order by written notice to Alén Space. The Client is then entitled to compensation for the loss he has suffered up to a maximum of 20% of the purchase price.

**9.10** When a defect in a part has been remedied, Alén Space shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original goods.

**9.11** Alén Space is only liable for defects, which appear under the conditions of operation provided for in the agreement and under proper use of the goods. Alén Space's liability does not cover defects, which are caused by faulty maintenance, incorrect installation or faulty repair by the Client, or by alterations carried out without Alén Space's consent in writing. Alén Space's liability does not cover normal wear and tear or deterioration.

**9.12** Any Client's right to reclaim from Alén Space related to faults in products or services provided by Alén Space expire if
**a)** The faults are not reported to Alén Space within the terms or in the manner indicated in 9.3 and 9.4 of this clause;
**b)** The Client does not provide Alén Space with sufficient support in the investigation into the foundations of the complaint;
**c)** The application and use of faulty goods that are the subject of complaints is continued by the Client;

**9.13** If the Client has performed or ordered the performance of any repairs and/or modifications to the delivered goods without express consent in writing from Alén Space, all obligations upon Alén Space in respect of guarantees will expire.

**9.14** The Client may not, unless there is a claim based on the condition of the goods, or in the case that such goods are not supplied to agreed specification, return any goods to Alén Space. If return of such goods does occur, all expenses related to the return shall be paid by the Client.

**Clause 10: General liability**

**10.1** Alén Space and persons involved on behalf of Alén Space in the completion of the agreed activities are not liable for damages suffered by the Client related to the execution of these activities, unless such damages are the result of gross negligence on the part of Alén Space or persons involved by Alén Space on its behalf. This also applies to any damages suffered by application or use, or by any other means related to goods and information delivered by Alén Space to the Client.

**10.2** Damages refer to damages resulting from death or physical injuries, and material damages as well as indirect or consequential damages or damage resulting from economic loss or lack of profit, sustained by whatever means;

**10.3** With respect to clauses 10.1 and 10.2, Alén Space shall not in any case be held liable for an amount of compensation higher than the 20% of the total amount the Client is charged in the confirmation of the purchase order or agreement:

**10.4** Alén Space shall not be liable for damages of any kind, and the Client shall protect Alén Space against all claims made by third Parties which relate to damages suffered by third Parties of any kind, that derives from the use and application in any way relating to the goods and information delivered by Alén Space to the Client, unless such damages result from gross negligence by Alén Space.

**10.5** In respect of third Parties, Alén Space shall not be liable for damages of any kind and the Client shall protect Alén Space against all claims made by third Parties which result from damages suffered by these third Parties of any kind, following a violation of the rights of third Parties in and under the laws of any jurisdiction, as a result of application of the delivered information by Alén Space;

**10.6** Alén Space shall, however, in no event be liable for any loss of profit, loss of revenue, loss of opportunity, loss of use, or any other special, incidental or consequential loss or consequential damages or any indirect losses in connection with or arising out of these General T&C.

**10.7** For any product that will be launched into space, Alén Space shall have no responsibility/liability whatsoever for such products and for any damages/losses – whether direct or indirect - arising from or relating to events that occur as part of or after the commencement of the launch procedure carrying such products into space. In addition, any representation and warranty giving by Alén Space under these T&C shall expire upon commencement of the launch procedure carrying the products into space. If Alén Space incurs

liability towards any third Party for any damages/losses as described in this clause the Client shall indemnify, defend and hold Alén Space harmless.

**Clause 11: Force Majeure**

Alén Space shall not be liable for any damage, delay or failure in performance under these T&C caused by any contingency beyond its reasonable control ('a Force Majeure event'). This may include Alén Space late delivery or failure to deliver to the Client. A Force Majeure event may include; extreme environmental conditions, whether caused by natural circumstances or by man, unrest or hostilities of whatever kind, blockades, boycotts, disasters, epidemics, material scarcity, suspension or refusal of transportation and shipping, suspension or refusal of any governmental body to grant approvals or licences, such as but not limited to export licences, unexpected governmental interference and/or restrictions, change of laws and/or regulations, as well as any other circumstances that prevent the normal execution of the activities of Alén Space and/or its relevant suppliers. In the event that Alén Space is precluded from the fulfilment of obligations under these T&C, Alén Space may consider unfulfilled obligations or activities terminated, or suspended for a definite or indefinite period of time.

**Clause 12: Personal data protection**

**12.1** In accordance with the provisions of current regulations on the Protection of Personal Data, specifically Regulation (EU) 2016/679, of the European Parliament and of the Council, of April 27, 2016, and of the Organic Law 3/ 2018, of December 5, Protection of Personal Data and guarantees of digital rights, Alén Space informs the Client that its data will be incorporated into the treatment system owned by Alén Space, in order to render the requested service, as well as for the administrative management of such service.

**12.2** Alén Space informs that the data protection controller is ALEN SPACE, S.L., address Rua das Pontes, 9, Módulos 9 y 10, 36350 Nigrán (Pontevedra - SPAIN) .

**12.3** The Client has the right to access, correct or remove the wrong data, to request their limited treatment as well as to oppose or remove your consent at any moment, as well as to request their portability.

**12.4** Alén Space has the adequate forms to facilitate the exercise of your rights. Request can submitted (or our forms can be requested), always together with a copy of your Identity Card to prove identity. In case of improper data treatment, complaint can be made with the Spanish Data Protection Agency via the following channels: - Electronic address: www.aepd.es, Postal mail: C/ Jorge Juan 6, Madrid - Phone: +34 901 100 099 / +34 91 266 35 17.

**12.5** Additional and detailed information on Data Protection can be requested in Alén Space dependencies: alen@alen.space.

**Clause 13: Applicable Law and Disputes**

**13.1** All legal relationships, transactions and agreements between the Parties shall be governed by and construed in accordance with the laws of Spain.

**13.2** The sole jurisdiction and venue for any disputes that may arise under or in relation to these T&C with Alén Space shall be courts located in Vigo, Spain.

**13.3** If a dispute arises between the Parties regarding the formulation or interpretation of these T&C; the delivery or failure to deliver services or products under the above provisions; or any other dispute between the Parties, each Party shall endeavour, using their best efforts, to settle this dispute amicably by means of negotiations, prior to referring the matter to court.

**Clause 14: Publicity**

**14.1** Any news release, announcement, advertisement or publicity concerning purchase and supply of goods provided by Alén Space shall be agreed in writing by the Parties prior to its public release.

**14.2** During the completion of the purchase order or agreement, each Party agrees to request permission from the other Party to use the other Party's trademark and/or corporate image (logo) on its website, social networks or public materials. Upon completion of the agreement or purchase order, the Client expressly authorizes Alén Space to use its brand and/or corporate image (logo) on its website, its social networks or its public materials as an example of success.

**Clause 15: Outsourcing**

Alén Space may have the need to subcontract part of the work covered by the agreement or purchase order, in which case it shall assume all obligations arising from the relationship with its suppliers and shall ensure that they comply with the provisions of this T&C, which includes expressly accepting the provisions of this T&C and, in particular, previsions regarding Intellectual property, confidentiality and data protection.

**Clause 16: Official Version**

This T&C have been drafted in Spanish and English. Both versions are authentic, but for legal purposes, the priority language for interpretation purposes is the Spanish language.

**Clause 17: Final Provisions**

**17.1** Deviation from these general T&C is only possible when both Parties agree to do so in writing;

**17.2** In the event that any of the clauses of these general T&C were to be declared null and void by final judicial decision resulting in its inapplicability, such nullity and inapplicability shall not affect the clauses whose provisions are independent of it.

The Parties agree to negotiate in good faith a clause that includes similar provisions to those of the clause declared null and void, observing the judicial decision and the applicable legislation.

**17.3** These T&C shall enter into force from 08/03/2025.