

GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS AND THE PROVISION OF SERVICES

AICOX SOLUCIONES, S.A.U.

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TERMINOLOGY

- **AICOX:** the company of the AICOX Group listed as the seller, supplier, or service provider in the corresponding Offer, Order, or Contract.
- **Customer:** the legal entity, business owner, professional, public entity, or agency that purchases Goods and/or contracts for Services from AICOX while acting within the scope of its business, professional, or institutional activities. These General Terms and Conditions are not intended for transactions with consumers or users.
- **Goods:** any product, equipment, system, component, material, spare part, physical item, or software incorporated into or associated with the Goods that is supplied by AICOX.
- **Service:** any service provided by AICOX, including, but not limited to, engineering, integration, configuration, installation, commissioning, testing, training, technical assistance, maintenance, consulting, or support.
- **After-Sales Services:** the services that AICOX may provide following the delivery of Goods or the completion of a Service, including, when expressly contracted or offered, diagnostics, preventive or corrective maintenance, repair, replacement, supply of spare parts, updates, technical assistance, and support.
- **Proposal:** the technical and/or financial proposal issued by AICOX for the supply of Goods or the provision of Services.
- **Order:** the document issued by the Customer to purchase Goods or Services from AICOX and expressly accepted by AICOX.
- **Contract:** the document signed by AICOX and the Customer that governs the supply of Goods and/or the provision of Services.
- **Contractual Documentation:** the set of documents governing the transaction, in accordance with the order of precedence set forth in these General Terms and Conditions.
- **Warranty:** the contractual warranty that, if applicable, is expressly established for a Good or Service in the Contractual Documentation.
- **NRA:** Authorized Repair Number assigned by AICOX to equipment specifically sent for diagnosis and/or repair.
- **RMA:** Return Material Authorization or Authorized Return Number issued by AICOX to permit the return of a Good for a reason previously accepted by AICOX.

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01. SCOPE OF APPLICATION AND CONTRACTUAL PRIORITY

01.1. These General Terms and Conditions govern the sale of Goods and the provision of Services by AICOX to the Customer, including any After-Sales Services that may have been expressly contracted.

01.2. These General Terms and Conditions apply exclusively to relationships between professionals, companies, public sector entities, or other organizations acting within the scope of their business, professional, or institutional activities. They do not apply to sales or services intended for consumers or users.

01.3. The General Terms and Conditions shall form part of the Contractual Documentation when they are incorporated into or referenced in the corresponding Offer, Order, Contract, or acceptance.

01.4. Any special terms agreed upon in writing between AICOX and the Customer shall take precedence over these General Terms and Conditions. Unless the Contractual Documentation expressly establishes a different order of precedence, the order of precedence shall be as follows: (i) subsequent amendments expressly agreed upon in writing; (ii) the Contract or acceptance of the Order and its annexes; (iii) special terms of AICOX's Offer; (iv) technical specifications or scope of work expressly accepted; (v) these General Terms and Conditions; and (vi) other documentation exchanged between the Parties.

01.5. The Customer's general or specific terms and conditions of purchase, as well as any terms unilaterally included in orders, online portals, delivery notes, invoices, or other documents, shall not apply unless expressly accepted in writing by AICOX.

01.6. When the Customer is a government agency, an international organization, or an entity subject to mandatory public procurement regulations, the tender documents, award conditions, administrative contract, or equivalent documentation shall prevail with respect to any provisions that are mandatory or have been expressly accepted by AICOX.

02. OFFERS, ORDERS, AND CONTRACTS

02.1. AICOX's offers shall remain valid for the period specified therein. In the absence of a validity period, they may be modified or withdrawn by AICOX prior to acceptance.

02.2. AICOX's receipt of an Order from the Customer does not imply its acceptance. The Order shall only be binding on AICOX once it has been expressly accepted in writing, or once both Parties have entered into a Contract.

02.3. Communications, technical exchanges, preliminary quotes, estimates, demonstrations, samples, or commercial information provided prior to the acceptance of the Order or the signing of the Contract shall not, in and of themselves, constitute a contractual commitment, unless expressly stated otherwise.

02.4. Any modification to the scope, quantities, specifications, schedule, place of delivery or performance, price, or other terms of the Order/Contract must be agreed upon in writing. AICOX may make its acceptance contingent upon a corresponding modification to the price, deadline, or other terms.

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02.5. AICOX may make partial deliveries or perform partial work and invoice them separately when this is consistent with the nature of the transaction and unless expressly agreed otherwise.

03. OBLIGATIONS OF AICOX

03.1. AICOX shall supply the Goods and provide the Services in accordance with the scope, specifications, and conditions expressly set forth in the Contractual Documentation.

03.2. AICOX shall employ suitably qualified personnel and use the resources reasonably necessary for the proper performance of the obligations undertaken.

03.3. Where applicable, AICOX shall provide the technical documentation, certificates, manuals, or deliverables expressly included in the Contractual Documentation.

03.4. AICOX shall inform the Customer of any circumstances that, being relevant to the performance of the Order/Contract, may materially affect the deadlines or conditions of performance.

04. CUSTOMER'S OBLIGATIONS

04.1. The Customer shall provide AICOX, in a timely and proper manner, with the information, documentation, access, authorizations, decisions, approvals, infrastructure, and other resources under its responsibility that are necessary for the proper performance of the Order/Contract.

04.2. The Customer must verify that the Goods and Services are suitable for its needs and the intended environment of use, unless AICOX has expressly assumed in writing a specific obligation regarding design or suitability for a particular purpose.

04.3. The Customer shall ensure that its facilities, networks, equipment, personnel, and procedures comply with the technical and safety requirements communicated by AICOX and with applicable regulations.

04.4. Delays, costs, or additional work resulting from incorrect or incomplete information, lack of access, delays in approvals, or any other cause attributable to the Customer may give rise to a reasonable adjustment to the schedule and, where applicable, the price.

04.5. The Customer shall not use the Goods or Services for unlawful purposes, for purposes prohibited by applicable regulations, or for purposes other than those for which they were supplied, when such misuse could compromise safety, regulatory compliance, or the rights of third parties.

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05. PRICES, TAXES, AND EXPENSES

05.1. Prices shall be those indicated in the Offer, Order, or accepted Contract. Unless expressly stated otherwise, prices do not include VAT or other indirect taxes of an equivalent nature.

05.2. Unless expressly stated otherwise, prices also do not include transportation, transportation insurance, customs duties, fees, licenses, travel expenses, per diem, lodging, work outside agreed-upon hours, or other items not expressly included in the contracted scope.

05.3. Standard packaging costs are deemed to be included unless the Offer states otherwise or special packaging is required due to the Customer's request, applicable regulations, or the nature of the Goods.

05.4. Prices shall remain in effect for the duration of the Offer's validity period. Once the Order has been accepted or the Contract has been signed, prices may only be modified in accordance with the Contractual Documentation, due to a change in the agreed scope, or when required by a mandatory provision or an expressly agreed-upon adjustment mechanism.

05.5. Each Party shall bear the taxes and fiscal obligations legally applicable to it. When the Customer is required to withhold or deduct taxes, it must provide AICOX with the corresponding documentary evidence.

06. INVOICING AND METHOD OF PAYMENT

06.1. Invoicing shall be carried out in accordance with the milestones, deliveries, periods, or conditions established in the Contractual Documentation. In the absence of a specific condition, AICOX may invoice upon delivery of the Goods or once the corresponding Service has been rendered.

06.2. Unless expressly agreed otherwise, payment shall be made by bank transfer; for initial transactions or when so indicated in the Offer, advance payment may be required.

06.3. Where credit terms have been agreed upon, the Customer shall pay invoices within the timeframe specified in the Contractual Documentation and within the limits established by applicable mandatory regulations.

06.4. Failure to pay by the due date shall entitle AICOX to charge late payment interest and collection costs as provided by applicable law or as expressly agreed, without prejudice to any other contractual rights.

06.5. Unless prohibited by applicable law or contract, AICOX may suspend pending deliveries or Services if there are overdue and unpaid invoices, following prior notice to the Customer and the granting of a reasonable period to remedy the breach.

06.6. The Customer may not set off, withhold, or deduct amounts from AICOX invoices against claims that are disputed or not recognized by AICOX, unless there is a final judgment or a written agreement between the Parties.

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07. DELIVERY AND SHIPPING OF GOODS

07.1. The terms and conditions governing delivery, transportation, insurance, place of delivery, and transfer of risk shall be those set forth in the Offer, Order, or Contract; and, when an Incoterm is used, they shall be interpreted in accordance with the edition of the International Chamber of Commerce's Incoterms indicated in the Contractual Documentation or, failing that, the edition in effect on the date of acceptance of the Order.

07.2. In the absence of a date expressly designated as firm or essential, the delivery dates indicated by AICOX shall be estimated. AICOX will make reasonable efforts to meet them and will notify the Customer of any significant deviation of which it becomes aware.

07.3. AICOX shall not be liable for delays arising from causes attributable to the Customer, modifications requested by the Customer, delays caused by authorities, the obtaining of licenses, export/import restrictions, the unavailability of components not attributable to AICOX, or cases of force majeure.

07.4. If the Customer delays or prevents delivery for reasons attributable to the Customer, AICOX may store the Goods at the Customer's expense and risk and pass on the reasonable costs of storage, handling, insurance, and reshipment.

07.5. Shipments may be accompanied by a delivery note, packing list, or other delivery documentation. The Customer must retain such documentation for traceability and receipt purposes.

08. PROVISION OF SERVICES

08.1. The Services will be provided at the location, in the manner, during the hours, and according to the schedule set forth in the Contractual Documentation. They may be performed in person, remotely, or through a combination of both, depending on their nature.

08.2. When the provision of services requires access to the Client's facilities, systems, or information, the Client shall provide such access and designate representatives with sufficient authority to coordinate the execution.

08.3. Performance deadlines shall be calculated from the time AICOX has all the information, access, equipment, advance payments, and other prerequisites that the Client is responsible for providing.

08.4. Additional work or services not included in the initial scope will require the Client's prior acceptance and may be subject to a separate quote, order, or contract amendment.

08.5. For services subject to service levels, response times, availability, maintenance windows, or performance metrics, only those SLAs expressly set forth in the Contractual Documentation shall be enforceable.

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09. RECEIPT, INSPECTION, AND ACCEPTANCE

09.1. Upon receipt of the Goods, the Customer must verify, within a reasonable period and, in any event, within the following ten (10) business days unless another period has been agreed upon, the quantity, identity, apparent condition, and conformity with the delivery documentation.

09.2. Shortages in quantity, apparent damage, reference errors, or visible defects must be reported in writing to AICOX within the aforementioned period, providing the information and evidence reasonably necessary. Failure to report such issues shall not affect hidden defects covered by a valid Warranty, but shall constitute acceptance of those aspects that could reasonably have been detected upon receipt.

09.3. The Services shall be deemed accepted upon signing the acceptance report, certificate, or document provided for in the Order/Contract. If no specific procedure has been provided for, the Customer shall have ten (10) business days from notification of completion or delivery of the corresponding deliverable to raise specific and justified objections in writing.

09.4. If the Client raises a valid objection, AICOX shall have a reasonable period of time to remedy the nonconformity. The productive use of the deliverable or Service, when incompatible with its rejection, may be considered acceptance unless the Client has previously communicated an express reservation.

09.5. When the Client is a public entity and a formal acceptance, conformity, or certification procedure applies, such procedure shall prevail under the terms set forth in the Contractual Documentation and in the applicable mandatory regulations.

10. TRANSFER OF RISK AND RETENTION OF TITLE

10.1. The risk of loss or damage to the Goods shall pass in accordance with the agreed Incoterm or delivery term. In the absence of a specific provision, the risk shall pass when the Goods are made available to the Customer at the agreed place of delivery.

10.2. To the extent permitted by applicable law, AICOX shall retain title to the Goods supplied until full payment of the amounts due for such Goods has been made.

10.3. While the retention of title remains in effect, the Customer shall store the Goods with due care, shall not take any dispositive actions inconsistent with such retention of title, and shall maintain, when reasonable given the nature and value of the Goods, adequate insurance coverage.

10.4. The retention of title shall not prevent the risk from passing to the Customer in accordance with clause 10.1.

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11. MODIFICATION, SUSPENSION, AND CANCELLATION

11.1. Once the Order has been accepted or the Contract has been signed, the Customer may not unilaterally modify, suspend, or cancel it unless the Contractual Documentation expressly grants the Customer such a right or AICOX agrees to it in writing.

11.2. Any modification requested by the Customer shall be subject to technical, financial, and scheduling evaluation. AICOX shall not be obligated to commence the modified work until there is a written agreement regarding its consequences.

11.3. If AICOX accepts a total or partial cancellation requested by the Customer, the Customer shall pay, at a minimum, for the Goods already delivered, Services already rendered, work in progress, materials specifically purchased, irrevocable commitments made to third parties, and reasonable costs of cancellation, storage, return, or demobilization, to the extent that such costs are not recoverable by AICOX.

11.4. If the Customer requests to postpone a delivery once the Goods are ready, AICOX may invoice the amounts due in accordance with the Order/Contract and pass on the additional costs of storage and preservation.

11.5. Nothing in the foregoing shall limit the rights of cancellation, withdrawal, modification, or suspension to which a public administration or international organization is entitled when such rights are mandatorily provided for in the specific contract documentation; in such cases, the financial consequences set forth in said documentation and in applicable regulations shall apply.

12. WARRANTY

12.1. The term, scope, and conditions of the warranty for the Goods and/or Services shall be exclusively those set forth in the Offer, Order, Contract, or applicable specific documentation. The existence of these General Terms and Conditions does not imply the granting of a uniform commercial warranty period for all transactions.

12.2. Unless otherwise provided in the Contractual Documentation, the Warranty shall cover only defects in manufacturing, materials, integration, or workmanship attributable to AICOX that become apparent during the applicable Warranty period.

12.3. When AICOX supplies Goods manufactured by third parties, the applicable Warranty shall be that expressly indicated in the Contractual Documentation and may correspond to the manufacturer's warranty. AICOX may handle the claim against the manufacturer without this implying an automatic extension of the commitments assumed by the manufacturer or by AICOX.

12.4. In the event of a claim covered by the Warranty, AICOX may, depending on the nature of the defect and the technically reasonable solution, repair the Goods, replace them in whole or in part, re-perform the defective Service, or take another equivalent remedial measure. Replaced parts may remain the property of AICOX or the manufacturer when required by the warranty procedure.

12.5. Unless otherwise agreed, the Warranty shall not cover defects or damage resulting from: (i) improper installation, handling, or maintenance not performed by AICOX; (ii) use contrary to manuals, specifications, or the intended purpose; (iii) incompatible third-party interconnections, accessories, or components; (iv) unauthorized modifications or repairs; (v)

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environmental, electrical, mechanical, or network conditions outside of specifications; (vi) normal wear and tear, consumables, or components with a limited service life; (vii) accident, negligence on the part of the Customer or third parties; or (viii) removal or alteration of serial numbers, seals, or technical identifiers.

12.6. Service under the Warranty shall be subject to the applicable return or repair procedure. Unless otherwise specified in the Contractual Documentation, the Customer shall ship the equipment to AICOX or to the designated center, freight prepaid. Diagnostic and repair costs covered by the Warranty shall be borne by AICOX; any additional costs not covered shall be borne by the Customer.

12.7. If, following inspection, it is determined that the issue is not covered by the warranty or that there is no reproducible defect, AICOX may invoice the Customer for diagnostic, shipping, and other reasonable costs, after notifying the Customer when a paid repair is necessary.

12.8. Any special warranty conditions or periods established in a specific Order/Contract, including those arising from public procurement, shall take precedence over this clause.

13. AFTER-SALES SERVICES

13.1. Depending on the Goods or Services in question, AICOX may offer After-Sales Services such as technical assistance, diagnostics, preventive or corrective maintenance, repair, replacement, supply of spare parts, updates, remote or on-site support, training, and other related services.

13.2. The mere inclusion of a type of After-Sales Service in these General Terms and Conditions does not imply that AICOX is obligated to offer or provide it in connection with all Goods or Services. Only those After-Sales Services expressly included in the corresponding Offer, Order, Contract, or quote shall be enforceable.

13.3. After-Sales Services not covered by a valid Warranty will be invoiced in accordance with the quote accepted by the Customer, at the agreed-upon rates, or under the terms set forth in the corresponding maintenance or support contract.

13.4. Service levels, response or resolution times, availability, hours of coverage, spare parts inventory, updates, and on-site presence shall be binding only when expressly agreed upon.

13.5. The availability of spare parts, updates, and support for third-party products shall be subject to the availability, lifecycle policies, and terms of the relevant manufacturer.

13.6. When access to the Customer’s systems, equipment, or facilities is necessary to provide an After-Sales Service, the Customer shall provide the required access and security conditions. Service times shall be suspended during any period in which AICOX is unable to act due to causes attributable to the Customer.

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14. REPAIRS AND NRA

14.1. Unless otherwise expressly stated, the shipment of equipment to AICOX for diagnosis or repair requires the prior assignment of an NRA.

14.2. The request for an NRA must be made in writing and include, at a minimum, the equipment identification, serial number (if available), a description of the issue, contact information, the Order/Contract or invoice reference, and any technical information reasonably necessary to reproduce the malfunction.

14.3. AICOX may provide the Customer with a form or specific instructions for processing the NRA. The assigned number must be clearly indicated on the documentation and the outer label of the shipment, without marking or altering the manufacturer's original packaging.

14.4. Unless expressly authorized by AICOX, equipment must be shipped freight prepaid. AICOX may refuse or return, at the Customer's expense, any equipment received without an NRA, with inadequate packaging, or lacking the minimum information necessary for its identification and processing.

14.5. For repairs not covered by the warranty, AICOX may perform an initial diagnosis and issue a quote. The repair will not be carried out until written acceptance is received from the Customer, unless there is a maintenance contract authorizing repairs within previously agreed-upon financial limits.

14.6. If the Customer rejects the estimate or fails to respond within the specified time frame, AICOX may return the equipment unrepaired and, where applicable, invoice the Customer for the costs of diagnosis, handling, storage, and shipping.

14.7. Before sending storage media or equipment containing information, the Customer must make backup copies and, whenever possible, remove or protect confidential or personal data not necessary for the repair. AICOX does not guarantee the preservation of data during diagnostic, repair, replacement, or update operations, unless expressly agreed otherwise.

15. RETURNS AND RMA

15.1. The return of Goods requires prior written authorization from AICOX through the issuance of an RMA. The issuance of an RMA does not in itself imply acceptance of the return, acknowledgment of a defect, or an obligation to issue a refund.

15.2. The RMA will be valid for the period specified by AICOX and, in the absence of such a specification, for ten (10) calendar days from the date of issuance. If the shipment has not been made by the end of this period, AICOX may cancel the authorization.

15.3. The Goods must be returned complete, properly packaged, and, where applicable, with original accessories, manuals, wiring, packaging, and other original components. The RMA number must appear on the outer shipping label and never directly on the original packaging.

15.4. Unless expressly authorized otherwise, returns must be made with shipping prepaid. Unauthorized shipping costs, missing components, damage to packaging, or deterioration attributable to the Customer may be deducted from any amount due or billed separately.

15.5. AICOX may reject returns that are unauthorized, incomplete, late, damaged due to handling or shipping attributable to the Customer, or that do not comply with the return instructions provided.

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15.6. When the return involves evaluation, demonstration, or loaned equipment owned by AICOX, the Customer must return it by the agreed-upon date, complete and in the same reasonable condition. In the event of loss, damage not attributable to authorized use, or failure to return the equipment, AICOX may invoice the replacement value or the agreed-upon amount.

16. INTELLECTUAL PROPERTY, SOFTWARE, AND DOCUMENTATION

16.1. The sale or delivery of Goods and the provision of Services do not, in and of themselves, constitute a transfer to the Customer of any intellectual or industrial property rights belonging to AICOX, its suppliers, or third parties.

16.2. AICOX shall retain ownership of its knowledge, methodologies, designs, drawings, models, tools, libraries, software, documentation, technical information, know-how, and other pre-existing or generally developed rights, unless expressly assigned in writing.

16.3. When the supply includes software, firmware, documentation, or protected materials, the Customer shall receive only the rights of use necessary to utilize the Goods or Services in accordance with their intended purpose and the applicable licenses. Third-party software shall be subject to the license terms of its owner.

16.4. Unless expressly authorized or where required by applicable law, the Customer may not copy, modify, translate, adapt, decompile, reverse engineer, distribute, sublicense, or make protected software or documentation available to third parties. Backup copies may be made to the extent strictly necessary when permitted by the applicable license.

16.5. When AICOX develops specific deliverables for the Client, ownership and rights of use shall be as set forth in the Contractual Documentation. In the absence of specific provisions, AICOX shall retain ownership of its pre-existing elements, tools, and know-how and shall grant the Client a non-exclusive, non-transferable license—except in conjunction with the asset or project to which it relates—limited to the contractually intended use of the paid deliverables.

16.6. Requirements regarding the assignment or licensing of intellectual property imposed by a contract with a government agency, international organization, or principal client shall only apply when they have been expressly incorporated into the Contractual Documentation accepted by AICOX.

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17. IMPORT, EXPORT, AND EXPORT CONTROLS

17.1. The supply of certain Goods, technology, software, documentation, or Services may be subject to licenses, authorizations, import or export restrictions, international sanctions, end-use or end-user controls, and other applicable regulations.

17.2. AICOX shall not be obligated to make a delivery or provide a Service until the necessary licenses or authorizations have been obtained. The denial, suspension, revocation, or delay of an authorization for reasons not attributable to AICOX shall not constitute a breach by AICOX.

17.3. The Customer shall provide complete and accurate information, end-user certificates, destination details, end-use information, and any other documentation necessary to process authorizations or verify regulatory compliance.

17.4. The Customer agrees not to export, re-export, transfer, assign, resell, use, or make available to third parties the Goods, technology, or software in violation of applicable regulations or the terms of the licenses obtained.

17.5. When the transaction is subject to specific conditions imposed by a manufacturer, country of origin, administrative authorization, or defense program, the Customer shall comply with such restrictions provided they have been communicated and are applicable to the transaction.

18. SUBCONTRACTING

18.1. AICOX may engage suppliers, manufacturers, partners, and subcontractors to perform certain services in whole or in part, while retaining its legally applicable contractual liability to the Customer for the obligations assumed.

18.2. When the Contractual Documentation or applicable regulations require prior authorization for subcontracting, AICOX shall request such authorization in accordance with the required terms.

18.3. The involvement of manufacturers or third-party authorized service centers in warranty, repair, or support services shall not, in and of itself, alter the contractual relationship between AICOX and the Customer.

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19. COMPLIANCE WITH REGULATIONS AND BUSINESS ETHICS

19.1. Each Party shall comply with the laws applicable to it in connection with the Order/Contract, including, where applicable, regulations regarding anti-corruption, competition, anti-money laundering, sanctions, security, the environment, and occupational safety.

19.2. The Customer shall refrain from requesting, offering, promising, or making any payments, benefits, or actions that violate applicable anti-corruption regulations in connection with the transaction.

19.3. When access by AICOX personnel to the Customer's facilities is subject to security, safety, or accreditation requirements, the Customer shall notify AICOX of such requirements sufficiently in advance, and AICOX shall take reasonable measures to comply with them.

19.4. AICOX may suspend or reject a transaction when there are objective reasons to believe that its execution could violate a mandatory regulation, an applicable sanction, an administrative authorization, or the compliance policies binding on AICOX.

20. CONFIDENTIALITY AND DATA PROTECTION

20.1. Each Party shall treat as confidential any technical, commercial, financial, strategic, or other information received from the other Party that is identified as confidential or that, by its nature or the circumstances of its disclosure, should reasonably be considered confidential.

20.2. Confidential information shall be used exclusively to negotiate, execute, and manage the Order/Contract and shall not be disclosed to third parties except to employees, advisors, subcontractors, or affiliated companies who need to know such information and are subject to equivalent confidentiality obligations.

20.3. Information shall not be considered confidential if it: (i) is publicly available without a breach of this clause; (ii) was already lawfully in the possession of the receiving Party; (iii) is lawfully obtained from a third party without a duty of confidentiality; or (iv) is independently developed.

20.4. When a Party is required by law, a competent authority, transparency regulations, or public procurement rules to disclose confidential information, it may do so to the extent strictly necessary and, where legally possible, shall notify the other Party in advance.

20.5. The confidentiality obligations shall remain in effect for the duration of the Order/Contract and for five (5) years following its termination, unless the information is considered a trade secret, classified information, or is subject to a longer period by law or by specific agreement.

20.6. Each Party shall process the personal data of the other Party's representatives, employees, and contacts as an independent data controller for the purpose of managing the contractual relationship and fulfilling its legal obligations. When AICOX is required to process personal data on behalf of the Client, the Parties shall, where necessary, enter into the corresponding data processing agreement.

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21. LIABILITY

21.1. Each Party shall be liable for direct damages it causes to the other Party as a result of a breach of contract attributable to it, subject to the limits set forth in this clause and in the Contractual Documentation.

21.2. Unless otherwise provided in the Contractual Documentation and to the fullest extent permitted by law, AICOX shall not be liable for loss of profits, revenue, production, contracts, opportunities, reputation, or data, nor for indirect, consequential, special, or punitive damages.

21.3. Except in cases where it cannot be legally limited, AICOX's aggregate liability arising from an Order/Contract shall not exceed the total net amount actually paid or payable to AICOX under the Order/Contract directly affected by the event giving rise to the claim.

21.4. The foregoing limitations shall not apply to liabilities that cannot be excluded or limited under applicable law, nor to damages caused by willful misconduct where such exclusion is not legally permissible.

21.5. AICOX shall not be liable for damages caused by the use of the Goods or Services under conditions other than those specified, by modifications made by the Customer or third parties, by incorrect information or instructions provided by the Customer, or by the combination with equipment, software, or systems not supplied or approved by AICOX, to the extent that such circumstances are the cause of the damage.

21.6. The Customer shall be responsible for making and verifying adequate backup copies prior to any intervention that may affect data. Unless expressly agreed, AICOX shall assume no obligations regarding the safekeeping or recovery of data contained in equipment subject to repair or support.

22. FORCE MAJEURE

22.1. Neither Party shall be liable for any delay or failure to perform its obligations when such delay or failure results from circumstances beyond its reasonable control that could not have been avoided through the exercise of reasonable diligence.

22.2. Depending on the circumstances, force majeure may include natural disasters, fires, floods, epidemics, war, terrorism, civil unrest, general or sector-specific strikes, severe disruptions to transportation or energy supplies, widespread communications failures, widespread cyber incidents, embargoes, sanctions, acts of government, import or export prohibitions, unexpected denial of licenses, or extraordinary supply chain disruptions not attributable to the affected Party.

22.3. The affected Party shall notify the other Party of the circumstance as soon as reasonably possible and shall take reasonable measures to mitigate its effects.

22.4. The affected obligations shall be suspended for as long as necessary, and the deadlines shall be extended accordingly. If the situation persists for more than ninety (90) days and substantially affects the subject matter of the Order/Contract, either Party may terminate the affected portion without liability for such termination, without prejudice to amounts due and costs reasonably incurred up to that point.

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23. TERM, TERMINATION, AND ASSIGNMENT

23.1. Each Order/Contract shall remain in effect until the obligations assumed have been fully performed, unless it specifies a specific term or is terminated early in accordance with its terms.

23.2. Either Party may terminate an Order/Contract due to a material breach by the other Party if, where the breach is remediable, it is not corrected within fifteen (15) business days following receipt of a written notice identifying the breach. A different timeframe may be established when justified by the nature of the breach.

23.3. AICOX may terminate or suspend performance, by written notice, if the Customer engages in repeated or material nonpayment, becomes insolvent, is dissolved, commits a serious breach of export obligations or regulatory compliance, or if the continuation of the transaction would violate a mandatory regulation or administrative authorization.

23.4. Termination shall not affect rights and obligations that have already accrued. The Customer shall pay for the Goods delivered, Services rendered, and any other amounts due up to the effective date of termination, as well as any other amounts applicable in accordance with the cause of termination and the Contractual Documentation.

23.5. Provisions that, by their nature, are intended to survive termination—including those relating to intellectual property, confidentiality, limitation of liability, outstanding payments, and governing law—shall remain in effect.

23.6. The Customer may not assign the Order/Contract or the rights or obligations arising therefrom without the prior written consent of AICOX, except in the case of universal succession, an intra-group reorganization that does not reasonably prejudice AICOX, or when applicable law requires another solution. AICOX may assign receivables arising from the Order/Contract in accordance with applicable law and any expressly agreed contractual restrictions.

24. COMMUNICATIONS

24.1. Routine communications related to the performance of the Order/Contract may be sent by email to the addresses designated by the Parties and shall be considered written communications.

24.2. Communications regarding termination, formal claims, modification of essential terms, or those for which the Contractual Documentation requires a certified form of delivery must be made by a means that reasonably allows for proof of their transmission and receipt.

24.3. Each Party shall be responsible for keeping its contact information up to date and for notifying the other Party of any relevant changes.

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25. GENERAL PROVISIONS, GOVERNING LAW, AND JURISDICTION

25.1. The nullity or invalidity of any provision of these General Terms and Conditions shall not affect the remaining provisions. The Parties shall, when necessary, replace the affected provision with a valid one that reasonably approximates its economic and contractual purpose.

25.2. Failure to exercise or a delay in exercising a right shall not constitute a waiver of that right.

25.3. Unless the Contractual Documentation validly provides otherwise, these General Terms and Conditions and the Orders/Contracts subject to them shall be governed by Spanish law, excluding its conflict-of-laws rules.

25.4. In international sales of goods, unless the Contractual Documentation expressly provides otherwise, the Parties exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

25.5. Unless there is a mandatory jurisdiction or the Contractual Documentation validly provides otherwise, the Parties submit to the Courts and Tribunals of Madrid for any dispute related to the interpretation, validity, performance, or termination of these General Terms and Conditions or the Order/Contract.

25.6. When the Customer is a public administration, an international organization, or a foreign entity whose specifications, institutional rules, or applicable legislation mandatorily establish a different legal regime, dispute resolution mechanism, or jurisdiction, the provisions expressly agreed upon in the corresponding Contractual Documentation shall prevail.

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