

General Terms and Conditions of Sale and Delivery

Ibérica Tecnología en Sistemas de Seguridad Ferroviarios S.L. (ITSS)

Edition 10/2026

1. Scope of application

- 1.1 These General Terms and Conditions of Sale and Delivery ("GTC") apply to all offers, order confirmations, deliveries and services of Ibérica Tecnología en Sistemas de Seguridad Ferroviarios S.L., Calle Jerónimo Roure 43, E-46520 Puerto de Sagunto (Valencia), Spain ("ITSS"), in particular the supply of wayside monitoring equipment (e.g. hot box and hot wheel detection, wheel flat and impact load detection), spare parts and software, and related services such as installation supervision, commissioning, training, repair and maintenance (together the "Supplies").
- 1.2 These GTC apply exclusively to entrepreneurs, legal entities and public-sector bodies, including railway infrastructure managers and railway undertakings (the "Customer"). They do not apply to consumers.
- 1.3 Conflicting, deviating or supplementary terms of the Customer, in particular its general purchasing conditions, do not become part of the contract, even if ITSS does not expressly object to them or performs without reservation in the knowledge of them. They apply only if and to the extent that ITSS has expressly accepted them in writing.
- 1.4 In the event of contradictions, the following order of precedence applies: (a) the contract signed by both parties or ITSS's written order confirmation; (b) ITSS's offer, including the technical specification; (c) these GTC; (d) the Incoterms® 2020.
- 1.5 Where the Customer is a public contracting entity and mandatory provisions of public procurement law or of the procurement documents apply, these GTC apply to the extent compatible with them.
- 1.6 These GTC also apply to all future transactions with the Customer, in the version in force at the time of the respective order, without ITSS having to refer to them again in each case. The current version is available at www.itss.tech.
- 1.7 "In writing" within the meaning of these GTC includes e-mail.

2. Offers and conclusion of contract

- 2.1 Unless stated otherwise, ITSS's offers are valid for ninety (90) days from their date. They are non-binding unless expressly designated as binding.
- 2.2 A contract is concluded only upon ITSS's written order confirmation or, at the latest, when ITSS begins performance.
- 2.3 Illustrations, drawings, weights, dimensions and performance data in catalogues, brochures and other general documentation are approximate and do not constitute agreed characteristics unless expressly designated as binding. Performance values, in particular detection and measuring performance, are binding only if and as specified in the agreed technical specification.
- 2.4 ITSS may make technical changes, in particular replace components affected by obsolescence with functionally equivalent components, provided that the agreed function and performance are not adversely affected and the change is reasonable for the Customer.
- 2.5 The Customer shall provide ITSS in good time with all information required for the design and configuration of the Supplies, in particular rail profile, track gauge, sleeper type, line speeds, axle loads, types of rolling stock, climatic conditions and interfaces to its signalling, telecommunication and IT systems. ITSS may rely on the accuracy and completeness of this information.

3. Prices

- 3.1 Unless otherwise agreed, prices are in euros, FCA Puerto de Sagunto (Incoterms® 2020), including standard packaging, plus value added tax at the applicable statutory rate. Seaworthy or special packaging, freight, insurance, customs duties, consular fees and other costs incurred outside Spain are charged separately.
- 3.2 All taxes, duties, fees and charges levied outside Spain in connection with the contract are borne by the Customer. If the Customer is required by law to withhold taxes from payments to ITSS, it shall increase the payment so that ITSS receives the amount it would have received without the withholding, and shall provide ITSS promptly with the official tax receipts.

- 3.3** Services (installation supervision, commissioning, training, on-site assistance and repairs outside the warranty) are charged at the agreed rates or, failing agreement, at ITSS's rates applicable at the time of performance. Travel and accommodation costs, daily allowances and waiting times for which ITSS is not responsible are charged separately.
- 3.4** If the agreed delivery date is more than six (6) months after conclusion of the contract and ITSS's costs for materials (in particular electronic components), energy, transport or wages increase by more than five per cent (5 %) before delivery, ITSS may adjust the price of the Supplies concerned in proportion to the documented cost increase. ITSS shall notify the Customer of the adjustment in writing without delay. If the price increase exceeds ten per cent (10 %), the Customer may withdraw from the affected part of the contract within fourteen (14) days of the notification.

4. Terms of payment

- 4.1** Unless otherwise agreed, payment is due as follows: (a) thirty per cent (30 %) of the contract price as an advance payment upon receipt of the order confirmation and the corresponding invoice; (b) seventy per cent (70 %) before shipment, upon notification that the goods are ready for dispatch. Services are invoiced on completion or monthly in arrears and are payable within thirty (30) days of the invoice date.
- 4.2** ITSS is not obliged to start manufacture or performance before the advance payment has been received.
- 4.3** Payments shall be made without any deduction by bank transfer to the account designated by ITSS. Bank charges outside Spain are borne by the Customer. Payment is deemed made on the date on which the amount is credited to ITSS's account.
- 4.4** If payment by letter of credit is agreed, the letter of credit shall be irrevocable, subject to the Uniform Customs and Practice for Documentary Credits (UCP 600), confirmed by a bank acceptable to ITSS and opened no later than thirty (30) days before the scheduled shipment date. All costs of the letter of credit incurred outside Spain are borne by the Customer.
- 4.5** If the Customer fails to pay on the due date, it is in default without the need for a reminder. Default interest accrues in accordance with Spanish Law 3/2004 of 29 December on combating late payment in commercial transactions (reference rate of the European Central Bank plus eight percentage points). ITSS is further entitled to a fixed compensation of EUR 40 per invoice and to reimbursement of any further recovery costs.
- 4.6** The Customer may only set off counterclaims that are undisputed or have been finally established by a court or arbitral tribunal. It may only exercise a right of retention on the basis of counterclaims arising from the same contract.
- 4.7** If the Customer is in default of payment, or if circumstances become known after conclusion of the contract that substantially impair the Customer's creditworthiness, ITSS may suspend further Supplies, demand advance payment or adequate security for outstanding Supplies and, if such payment or security is not provided within a reasonable period, withdraw from the contract and claim damages.

5. Delivery and delivery periods

- 5.1** Unless otherwise agreed, delivery is made FCA Puerto de Sagunto (Incoterms® 2020). ITSS carries out the export clearance.
- 5.2** Delivery periods are approximate unless expressly agreed as binding. They begin on the latest of the following dates: (a) the date of the order confirmation; (b) receipt of the advance payment or of a letter of credit complying with clause 4.4; (c) the date on which the Customer has provided all information, documents, approvals and permits it is required to provide.
- 5.3** The delivery period is met if, before it expires, the goods have been handed over to the carrier or ITSS has notified the Customer that they are ready for dispatch.
- 5.4** Delivery periods are extended appropriately in the event of force majeure (clause 14), of delays for which the Customer is responsible and of changes requested by the Customer.
- 5.5** If ITSS is in delay for reasons for which it is responsible and the Customer demonstrates that it has suffered a loss as a result, the Customer may claim liquidated damages of 0.5 % of the net price of the delayed Supplies for each full week of delay, up to a maximum of 5 % of that net price. These liquidated damages are the Customer's sole remedy for delay. The Customer may withdraw from the contract only if the maximum has been reached and ITSS fails to deliver within a reasonable final period of at least four (4) weeks set by the Customer in writing. Clause 13.1 remains unaffected.
- 5.6** Partial deliveries are permitted to a reasonable extent and may be invoiced separately.

- 5.7 If dispatch or acceptance is delayed at the Customer's request or for reasons for which the Customer is responsible, the risk passes to the Customer upon notification of readiness for dispatch, and payments due before shipment become due on that date. ITSS may store the goods at the Customer's cost and risk and charge 0.5 % of the net price of the stored goods for each commenced month, unless the Customer proves lower costs.

6. Passing of risk and inspection on receipt

- 6.1 Risk passes to the Customer in accordance with the agreed Incoterm, also in the case of partial deliveries.
- 6.2 The Customer shall inspect the goods immediately upon arrival at the place of destination. Transport damage shall be noted on the transport documents and notified to the carrier within the applicable time limits. Visible defects, incorrect deliveries and shortfalls shall be notified to ITSS in writing within ten (10) days of arrival, hidden defects within ten (10) days of their discovery and in any case before the end of the warranty period. If notice is not given in time, the Supplies are deemed approved in respect of the defect concerned.

7. Retention of title

- 7.1 The goods remain the property of ITSS until all amounts owed under the contract have been paid in full.
- 7.2 Until title passes, the Customer shall handle the goods with care, insure them adequately at its own cost against loss and damage, and shall neither pledge them nor transfer them by way of security. The Customer shall inform ITSS without delay of any seizure or other interference by third parties.
- 7.3 If the law of the country in which the goods are located does not permit retention of title, or permits it only subject to further requirements, the Customer shall, at ITSS's request, cooperate in creating an equivalent security interest.
- 7.4 If the Customer is in default of payment, ITSS may, after setting a reasonable period for payment, withdraw from the contract and demand the return of the goods.

8. Installation, commissioning and site services

- 8.1 Unless otherwise agreed, installation is not part of ITSS's scope of supply. The Customer or a contractor appointed by it carries out the installation in accordance with ITSS's installation instructions. Installation supervision, commissioning and training are provided by ITSS only if separately agreed.
- 8.2 Where ITSS personnel work on site, the Customer shall, at its own cost and in good time:
- (a) obtain all permits, track possessions and access authorisations;
 - (b) provide trackside protection (protection staff, lookouts) and brief ITSS personnel on the applicable safety rules;
 - (c) complete all civil, cabling and preparatory works (foundations, cable ducts, power supply, communication lines) in accordance with ITSS's specifications;
 - (d) provide secure storage for materials and tools;
 - (e) assist with visas, work permits and customs formalities.
- 8.3 Waiting times, additional journeys and additional work caused by the Customer or by circumstances within its sphere are charged in accordance with clause 3.3.
- 8.4 ITSS may interrupt work on site if safe working conditions are not ensured.
- 8.5 ITSS is not responsible for installation, modification or repair work carried out by third parties not authorised by ITSS, nor for its consequences.

9. Acceptance

- 9.1 If acceptance tests have been agreed (e.g. a factory acceptance test (FAT) at ITSS's premises or a site acceptance test (SAT)), ITSS shall notify the Customer of readiness for testing at least ten (10) working days in advance. Each party bears its own costs of participation. The results are recorded in a test report signed by both parties.
- 9.2 The Supplies are deemed accepted if (a) the Customer does not attend the acceptance test despite timely notification; (b) the Customer does not refuse acceptance in writing, specifying a material defect, within fourteen (14) days of completion of the tests or of notification of completion; or (c) the Customer uses the Supplies in regular operation (test operation excepted).
- 9.3 Minor defects that do not significantly impair operational use do not entitle the Customer to refuse acceptance; they are remedied under the warranty.
- 9.4 If no acceptance test has been agreed, delivery takes the place of acceptance.

10. Software and intellectual property

- 10.1 Software supplied with or for the Supplies (firmware, station, evaluation and diagnostic software, including updates; the "Software") is licensed, not sold. Upon full payment, the Customer receives a non-exclusive, perpetual, non-sublicensable right to use the Software in object code solely in connection with the ITSS equipment for which it was supplied and for the Customer's own operational purposes. This right may be transferred only together with that equipment.
- 10.2 The Customer has no right to receive the source code. It may not modify, decompile, disassemble or otherwise reverse engineer the Software, except to the extent permitted by mandatory law (in particular Article 100 of the Spanish Intellectual Property Act).
- 10.3 Third-party software, including open-source components, is subject to the respective licence terms, which take precedence for these components and which ITSS will make available on request.
- 10.4 All rights in patents, utility models, designs, copyrights, trade secrets and know-how relating to the Supplies, the Software, drawings, technical documentation, data formats and communication protocols remain with ITSS or its licensors. No rights are transferred beyond the rights of use expressly granted.
- 10.5 Offers, drawings and technical documents are confidential. The Customer may use them only for the purposes of the contract, for the operation and maintenance of the Supplies and for obtaining official approvals. Without ITSS's prior written consent, they may not be made available to third parties, in particular to competitors of ITSS, nor be used to copy or re-engineer the Supplies or to procure them from third parties.
- 10.6 If a third party claims that the Supplies, as delivered and used in accordance with the contract, infringe its intellectual property rights in the agreed country of destination, ITSS shall, at its option and expense, obtain a right of use, modify the Supplies so that they no longer infringe, or replace them; if this is not possible on reasonable terms, ITSS shall take the Supplies back and refund the price less a reasonable allowance for use. ITSS shall also defend the Customer against such claims, provided that the Customer notifies ITSS promptly in writing, does not acknowledge the claim and leaves the conduct of the defence and of any settlement negotiations to ITSS. These obligations do not apply if the infringement results from specifications of the Customer, from modifications not made by ITSS or from combination with products not supplied by ITSS. Claims for damages are subject to clause 13.
- 10.7 ITSS may use technical measurement and diagnostic data obtained in the course of warranty, service or maintenance work in anonymised form to analyse and improve its products. It will not disclose such data to third parties in a form that identifies the Customer.

11. Warranty

- 11.1 ITSS warrants that the Supplies are free from defects in material and workmanship at the time risk passes and conform to the agreed technical specification. The warranty period is twenty-four (24) months from delivery (passing of risk). For services, the warranty period is twelve (12) months from their completion.
- 11.2 In the event of a defect notified in due time, ITSS shall, at its option, repair or replace the defective Supplies or re-perform the service. Replaced parts become the property of ITSS. If the remedy fails after a reasonable number of attempts, the Customer may demand a reduction of the price or, in the case of a material defect, withdraw from the contract in respect of the defective Supplies. Claims for damages are subject to clause 13.
- 11.3 Warranty claims shall be notified in writing, stating the serial number, a description of the defect and, where available, the system's event and error logs. ITSS systems are designed so that faults can generally be remedied by exchanging modules. In the event of a warranty claim, ITSS provides replacement modules, and the Customer's trained personnel carry out the exchange. Defective modules shall be returned to ITSS carriage paid, quoting the return number (RMA) issued by ITSS. ITSS bears the cost of returning repaired or replacement modules by standard freight; customs duties and taxes in the country of destination are borne by the Customer.
- 11.4 Warranty work by ITSS personnel on site is carried out only if expressly agreed or if the defect cannot reasonably be remedied by exchanging modules. Otherwise, travel, accommodation and working time for on-site assignments are charged. If a reported defect proves not to be covered by the warranty, ITSS may charge the costs of inspection and repair.
- 11.5 The warranty does not cover defects or damage resulting from:
 - (a) normal wear and tear and consumables (e.g. protective windows, seals, shutters, filters, fuses and batteries);
 - (b) installation, commissioning or repair not carried out or supervised by ITSS, or not in accordance with ITSS's instructions;

- (c) failure to observe the operating and maintenance instructions, in particular insufficient cleaning, inspection or calibration;
 - (d) track and maintenance works (e.g. tamping, rail grinding, rail replacement, ballast cleaning, snow and ice clearance) or mechanical impact by rolling stock or by loose or dragging parts;
 - (e) overvoltage, lightning, electromagnetic interference or power supply faults beyond the specified protection;
 - (f) vandalism, theft, accident, fire, flooding or other external influences;
 - (g) modifications or repairs by the Customer or third parties, or the use of non-original spare parts;
 - (h) operation outside the specified environmental and operating conditions;
 - (i) components or designs specified or provided by the Customer.
- 11.6** For repaired or replaced parts, the warranty runs for the remainder of the original warranty period, but for at least six (6) months from the repair or replacement.
- 11.7** ITSS warrants that the Software substantially conforms to its documentation. Error-free and uninterrupted operation of the Software is not warranted. ITSS remedies software defects, at its option, by supplying an update, a patch or a workaround.
- 11.8** The rights set out in this clause 11 are exhaustive. To the extent permitted by law, all other warranties and conditions, express or implied, including the statutory warranty against hidden defects under the Spanish Civil Code and Commercial Code and any implied warranty of merchantability or fitness for a particular purpose, are excluded. Clause 13.1 remains unaffected.

12. Intended use and operational responsibility

- 12.1** ITSS wayside monitoring systems are technical aids that detect and report certain abnormal conditions of passing rolling stock within the limits of the agreed technical specification (e.g. measuring ranges, speed ranges, detection thresholds and environmental conditions).
- 12.2** Detection depends on physical conditions beyond ITSS's control, including the design of axle boxes, wheels and brakes, train speed, solar radiation, precipitation, snow and ice, and the condition of the track. ITSS does not warrant that every defect or abnormal condition will be detected or that incidents will be prevented, unless a specific detection rate has been expressly guaranteed in writing.
- 12.3** The Customer remains solely responsible for safe railway operation, in particular for its safety management system, for defining alarm thresholds and the operational response to alarms (e.g. stopping and inspecting trains), for integrating alarms into its operating procedures and its signalling and control systems, and for the proper maintenance, functional testing and calibration of the systems in accordance with ITSS's instructions.
- 12.4** Compliance with specific standards and regulations (e.g. EN 15437-1, EN 50126, EN 50128, EN 50129, TSI or national rules) and with specific safety integrity levels is owed only if expressly agreed in the technical specification. Unless otherwise agreed, the Customer is responsible for obtaining authorisations for placing into service and operation from the competent authorities; ITSS supports the Customer by providing the documentation available.
- 12.5** The Customer is responsible for the IT security of the networks to which the systems are connected, in particular network segregation, access control and password management. Remote access by ITSS takes place only with the Customer's consent and in accordance with the IT security rules communicated by the Customer in writing. ITSS makes security updates for the Software available in accordance with applicable law.
- 12.6** The Customer shall inform ITSS without delay of any incident (e.g. hot box, wheel or brake failure, derailment) that may be related to the functioning of an ITSS system and shall make the relevant system and operating data available to ITSS.

13. Liability

- 13.1** ITSS is liable without limitation (a) for wilful misconduct (dolo) and gross negligence; (b) for death or personal injury; (c) under mandatory product liability law; and (d) wherever liability cannot be excluded or limited by law.
- 13.2** In all other cases, ITSS's total liability arising out of or in connection with the contract, whether in contract, in tort or on any other legal basis, including liquidated damages under clause 5.5 and claims under clause 10.6, is limited to one hundred per cent (100 %) of the net contract price of the respective order; for service and maintenance contracts with recurring payments, it is limited to the net annual remuneration.
- 13.3** Except in the cases set out in clause 13.1, ITSS is not liable for loss of profit, loss of revenue, loss of use, operational interruptions, train delays or cancellations, penalties or compensation payable by the Customer to third parties (e.g.

under performance regimes), costs of replacement transport, loss of data, financing costs or any other indirect or consequential loss.

13.4 The limitations of liability also apply in favour of ITSS's employees, representatives and subcontractors.

13.5 The Customer shall take reasonable measures to prevent and mitigate damage, in particular through appropriate operating procedures and regular data backups.

14. Force majeure

14.1 Neither party is liable for failure or delay in performance to the extent caused by events beyond its reasonable control, in particular natural disasters, epidemics, war, terrorism, civil unrest, sabotage, cyber-attacks, embargoes and sanctions, acts of authorities, labour disputes, general shortages of materials or components (in particular semiconductors), energy shortages and transport disruptions, including delays in supplies to ITSS caused by such events ("Force Majeure"). Payment obligations are not affected.

14.2 The affected party shall notify the other party without delay of the beginning and the expected end of the Force Majeure event. Performance periods are extended by the duration of the event plus a reasonable start-up period.

14.3 If Force Majeure lasts longer than six (6) months, either party may terminate the contract in writing in respect of the Supplies not yet performed. ITSS is entitled to payment for the Supplies already performed and for the costs incurred.

15. Export control and sanctions

15.1 Performance of the contract is subject to the condition that it is not prevented by national or international export control regulations, embargoes or other sanctions, in particular those of the European Union, Spain, the United Nations and, where applicable, the United States of America.

15.2 The Customer shall comply with all applicable export control and sanctions regulations when passing on the Supplies and shall, at ITSS's request, provide end-user declarations and any other information required.

15.3 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus, or for use in the Russian Federation or Belarus, any goods supplied under or in connection with the contract that fall within the scope of Article 12g of Council Regulation (EU) No 833/2014 or Article 8g of Council Regulation (EC) No 765/2006. The Customer shall use its best efforts to ensure that the purpose of this clause is not frustrated by third parties further down the commercial chain, including possible resellers, and shall set up and maintain an adequate monitoring mechanism for this purpose. The Customer shall inform ITSS without delay of any problems in applying this clause and shall provide information on its compliance within two (2) weeks of a request. Any violation of this clause constitutes a material breach of an essential element of the contract, entitling ITSS to terminate the contract with immediate effect and to claim a penalty of twenty per cent (20 %) of the total value of the contract or of the price of the goods exported, whichever is higher.

15.4 ITSS is not liable for delays or non-performance caused by export licensing procedures or by export control or sanctions regulations; delivery periods are extended accordingly. If a required licence is refused or not granted within six (6) months, ITSS may withdraw from the contract.

16. Confidentiality

16.1 Each party shall keep confidential all commercial and technical information of the other party that is designated as confidential or is recognisably confidential, use it only for the purposes of the contract and disclose it only to employees, advisers and subcontractors who need it for those purposes and are bound by confidentiality obligations.

16.2 This obligation does not apply to information that is or becomes publicly available through no fault of the receiving party, that was already lawfully known to it, that it lawfully receives from third parties without a confidentiality obligation, that it develops independently, or that it must disclose by law or by order of an authority or court.

16.3 The confidentiality obligation continues for five (5) years after the end of the contract and, for trade secrets, for as long as they remain secret.

17. Data protection

17.1 ITSS processes personal data of the Customer's contact persons in accordance with Regulation (EU) 2016/679 (GDPR) and Spanish Organic Law 3/2018 (LOPDGDD) for the purpose of performing the contract and maintaining the business relationship. Further information is available in ITSS's privacy policy at www.itss.tech; the data protection officer can be contacted at email@itss.tech.

- 17.2 If ITSS processes personal data on behalf of the Customer (e.g. in the course of remote maintenance), the parties shall conclude a data processing agreement in accordance with Article 28 GDPR.

18. Spare parts and repairs

- 18.1 ITSS will use commercially reasonable efforts to supply spare parts or functionally compatible replacements for the Supplies for at least ten (10) years after delivery. If components are discontinued, ITSS may supply functionally compatible alternatives and will inform the Customer in good time of any forthcoming discontinuation of complete modules (last-time buy).
- 18.2 Repairs outside the warranty are carried out on the basis of a cost estimate or at ITSS's current rates. Repaired items for which no shipping instructions are received within three (3) months of notification of completion may be stored at the Customer's expense.

19. Cancellation and termination

- 19.1 The Customer may cancel an order only with ITSS's written consent. In that case, the Customer shall pay for the Supplies already performed, all costs incurred and commitments entered into by ITSS up to the cancellation (e.g. materials ordered), and a lump-sum compensation of ten per cent (10 %) of the net price of the Supplies not yet performed, unless the Customer proves that ITSS's loss is lower.
- 19.2 Either party may terminate the contract for cause by written notice if the other party commits a material breach and fails to remedy it within thirty (30) days of receipt of a written request to do so. ITSS may also terminate the contract if the Customer suspends its payments or if insolvency proceedings are applied for or opened in respect of the Customer's assets, to the extent permitted by applicable insolvency law.

20. Governing law and dispute resolution

- 20.1 The contract and these GTC are governed by Spanish law, excluding its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980.
- 20.2 The parties shall first attempt to settle any dispute arising out of or in connection with the contract amicably. To this end, the party raising the dispute shall notify the other party in writing by verifiable means (e.g. burofax or certified e-mail), describing the subject matter of the dispute, whereupon the parties' management shall negotiate in good faith. If no agreement is reached within thirty (30) days of receipt of the notification, either party may initiate proceedings in accordance with clauses 20.3 or 20.4. This negotiation also constitutes the prior attempt at an appropriate means of dispute resolution (MASC) under Spanish Organic Law 1/2025. Applications for urgent interim relief may be made at any time.
- 20.3 If the Customer has its registered office in a Member State of the European Union, in Switzerland, Norway or Iceland, the courts of the city of Valencia (Spain) have exclusive jurisdiction. ITSS is, however, also entitled to bring proceedings against the Customer before the courts competent for the Customer's registered office.
- 20.4 If the Customer has its registered office in any other country, all disputes arising out of or in connection with the contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC). The arbitral tribunal consists of a sole arbitrator unless the amount in dispute exceeds EUR 5,000,000, in which case it consists of three arbitrators. The seat of arbitration is Valencia (Spain), and the language of the proceedings is English.
- 20.5 Trade terms are interpreted in accordance with the Incoterms® 2020.

21. Final provisions

- 21.1 The Customer may assign rights and obligations under the contract only with ITSS's prior written consent. ITSS may assign its payment claims and use subcontractors.
- 21.2 Amendments and supplements to the contract must be made in writing.
- 21.3 The place of performance for delivery is determined by the agreed Incoterm; the place of performance for payment is ITSS's registered office.
- 21.4 Should any provision of these GTC be or become invalid or unenforceable, the remaining provisions remain unaffected. The invalid provision shall be replaced by a valid provision that comes as close as possible to its economic purpose.
- 21.5 These GTC are issued in Spanish, English and German. In the event of discrepancies, the Spanish version prevails for Customers with their registered office in Spain, and the English version for all other Customers.