

PART B - GENERAL TERMS AND CONDITIONS OF CONTRACTING SERVICES

The present General terms and conditions of contracting Services (hereinafter, the “**General Conditions**” or “**PART B**”) will form part and will be applied to all of Order(s) (**PART A - SPECIFIC TERMS AND CONDITIONS FOR CONTRACTING SERVICES**), understood as the service contracting agreements, which GHENOVA INGENIERÍA, S.L. (hereinafter “**GHENOVA**” or “**CONTRACTOR**”) formalizes with another party (hereinafter “**SUBCONTRACTOR**”), except when expressly regulated in the text of each individual Order which will prevail over the ones stated in these General Conditions.

Henceforth referred to individually as a “**Party**” and collectively as the “**Parties**”.

The present General Conditions shall be deemed accepted in its entirety by the SUBCONTRACTOR if, after the Order is sent by the CONTRACTOR or received by the SUBCONTRACTOR, no comments or objections are formulated within seven (7) calendar days.

CLAUSE 1.- APPLICATION

The following General Conditions will apply to all Orders, with the exception of cases in which other specific terms and conditions are individually agreed with the SUBCONTRACTOR.

CLAUSE 2.- SCOPE

The scope of the performance of the Services is defined in section 1 of PART A - SPECIFIC TERMS AND CONDITIONS FOR CONTRACTING SERVICES.

Any item which is not included in the Order that supposes an expansion or modification of this Order will require prior approval by the CONTRACTOR. Without this approval, the Services cannot be initiated, and consequently, no invoicing can take place. Once approval for the Order expansion has been granted, the SUBCONTRACTOR is obliged to perform the Services referred on it.

The conditions for the expansion or modifications of the scope of the Services and the consequences affecting the price and delivery deadlines will be specified in the expansion or modification of the Order.

CLAUSE 3.- PRICE

The price described in section 3 of PART A - SPECIFIC TERMS AND CONDITIONS FOR CONTRACTING SERVICES applies to the provision of all of the Services included in the delivery specified in the Order itself.

CLAUSE 4.- PAYMENT TERMS

Payments shall be made by the CONTRACTOR in the currency described in PART A - SPECIFIC TERMS AND CONDITIONS FOR CONTRACTING SERVICES. Payment will be made sixty (60) calendar days from the date of receipt of the invoice, subject to approval of the invoice itself, and accompanied by the certificate of approval of the Services provided, as well as the documents mentioned in clause 13. Upon expiration of the stipulated payment term, the CONTRACTOR reserves the right to effect payment through the issuance of confirming. The SUBCONTRACTOR will invoice the CONTRACTOR for the expenses associated with the confirming discount.

The payment terms and method indicated in the Order will apply if they differ from those established in the present General Conditions.

Payment Orders are exclusively processed on the 15th and 30th of each month, or on the next business day if either of those dates falls on a Saturday, Sunday, or holiday. Consequently, any payments with due dates falling between these periods will be deferred to the subsequent business day when payment Orders are processed.

CLAUSE 5.- INVOICING

The procedure for control and invoicing of a milestone is as follows:

- Upon completion of the control and invoicing milestone, the SUBCONTRACTOR shall submit the certificate to the CONTRACTOR for approval.
- The CONTRACTOR shall verify and approve the compliance of the approval certificate within ten (10) business days thereafter.

- Once the certification is approved, the SUBCONTRACTOR may proceed with the issuance of the corresponding invoice, attached with the approval certificate signed by the CONTRACTOR.

In order for the CONTRACTOR to approve a control and invoicing milestone, the SUBCONTRACTOR shall:

- Have sufficiently complied with the expected progress percentages of the project as of the date of the control and invoicing milestone.
- Have closed any documents, comments or technical matters affecting the schedule and/or contractual dates.

Invoices shall be filled in with all the required information below:

Any invoice or similar document resulting from the Order and issued by the SUBCONTRACTOR shall reference the Order number and the project reference indicated in the header of each Order. Each invoice will only make reference to one Order, but it may contain several Project References.

The invoice must include all of CONTRACTOR’s identification data, the SUBCONTRACTOR’s trade name, address, and tax identification number. Additionally, it is necessary to provide the SUBCONTRACTOR’s complete bank address and bank account number.

The invoices must be sent, along with the corresponding approval certificate for the provided Services and documents referred to in Clause 13 to the email address of the representative of the Order on behalf of the CONTRACTOR mentioned in the Order, with a copy to subcontratacion@ghenova.com.

All invoices that do not comply with the provisions in these General Conditions and Article 6 of Royal Decree 1619/2012 of November 30, 2012 will be rejected and returned to the SUBCONTRACTOR. Likewise, any invoice not accompanied by the required certificates will not be processed. In such cases, the payment deadline will be recalculated based on the date the corrected invoice and/or required certificates are received.

CLAUSE 6.- DELIVERY DEADLINES

The SUBCONTRACTOR must promptly notify the CONTRACTOR if it becomes aware of any potential delay in the delivery within five (5) calendar days of becoming aware of such circumstances. Express written consent from the CONTRACTOR is required for partial or extra deliveries, advanced deliveries and deliveries outside the specified hours.

The delivery deadline specified in the Order shall be binding. Therefore, in the event that the delay is attributable to the SUBCONTRACTOR, the CONTRACTOR, may at its discretion, require performance, seek compensation for non-performance, or terminate the Order, after issuing a written warning to the SUBCONTRACTOR and allowing a reasonable extension of time for delivery.

If, during the performance of the Services, the CONTRACTOR can reasonably justify that the progress does not align with the project schedule, jeopardizing the fulfillment of the Services or the delivery deadlines, the CONTRACTOR may require the SUBCONTRACTOR to implement within seven (7) calendar days a recovery plan to make up for the delay. If, after this period, the SUBCONTRACTOR fails to implement the mentioned plan, the CONTRACTOR may carry out the necessary acceleration measures at the cost and risk of the SUBCONTRACTOR.

CLAUSE 7.- WARRANTY

The SUBCONTRACTOR acknowledges and agrees that the CONTRACTOR has the right, but not the obligation, to provide written comments on the documents within twenty (20) calendar days. The SUBCONTRACTOR is obligated to respond in writing to all comments made by the CONTRACTOR and to modify and resubmit the documents within ten (10) calendar days.

Notwithstanding the application of any other clause, the CONTRACTOR neither assumes nor owes any duty of care, nor may be held liable to the SUBCONTRACTOR for reviewing a document for any error, ambiguity, deficiency or inadequacy (including any compliance issue, inconsistency or omission).

In no event, and without affecting the enforceability of any other clause, shall any comment, lack of comment, review, action or inaction by the CONTRACTOR be understood as an approval or acceptance of the documents or any part thereof and shall in no way affect the documents.

The SUBCONTRACTOR shall be responsible for all defects, whether obvious or not, or hidden, even if not reported within the deadline set by Spanish legislation. The CONTRACTOR may, at its discretion, invoke its right to demand correction of the defect without making any additional payment.

The statutory limitation period shall apply to liability for defects unless a longer term is agreed. In the case of Services Order(s), it will commence on the date of acceptance.

CLAUSE 8. - INSURANCE POLICIES

The SUBCONTRACTOR, at its own cost, must procure and maintain in force, throughout the term of performance of the Services and any renewals thereof, the insurances outlined below with reputable insurance companies acceptable to the CONTRACTOR, with the specified amounts or its equivalent in another currency subject to prior acceptance by the CONTRACTOR.

The SUBCONTRACTOR shall maintain in force the following insurance policies, as well as any other types of insurance required by applicable law during the entire term of performance of the Services.

(A) Worker's compensation insurance (or equivalent) that fully duly complies with applicable laws and established agreements with workers.

(B) Employer's liability insurance covering the SUBCONTRACTOR'S civil responsibility for all of claims arising from personal injury, death or occupational illness which affect its employees. The insurance policy's indemnity limit should be no less than 25 % of the value of the Order (with a sublimit per victim of €250.000) with a minimum of €1.000.000 per occurrence and annual aggregate or the limit established in the applicable law.

(C) General liability (or third-party liability) or operational third-party liability insurance. The policy must cover all claims against the SUBCONTRACTOR related to the Services covered by the Order, including completed Services, subsidiary liability and cross-liability. The indemnity limit of this policy should not be less than the total amount of the Order (with a sublimit per victim of €250.000) with a minimum of €1.000.000 per occurrence and annual aggregate.

(D) Professional liability insurance. The policy should respond to all claims against the SUBCONTRACTOR related to the professional consulting activities, errors and/or omissions, or design errors. The insurance policy's indemnity limit should not be less than the total amount of the Order (with a sublimit per victim of €250.000) with a minimum of €1.000.000 per occurrence and annual aggregate.

All of the deductibles/franchises applicable to the aforementioned policies, regardless of explicit consent by the CONTRACTOR, shall be at the SUBCONTRACTOR'S cost.

The SUBCONTRACTOR must submit to the CONTRACTOR certificates of the insurance policies or other documents which prove the existence of the required insurance, specifying the terms of the insurance policies (effective dates, coverages, limits/sublimits of indemnities and main exclusions). The CONTRACTOR'S acceptance of these certificates does not constitute an exemption, release, or modification of any requested coverages. The SUBCONTRACTOR acknowledges that the failure to deliver these insurance policies certificates may result in non-payment of its invoices or termination of the current Order(s) and these General Conditions.

None of the content of this clause, nor the specified amounts in the insurance policies procured by the SUBCONTRACTOR, shall limit or reduce the responsibility of the SUBCONTRACTOR and the obligations of compensation related to the performance of the Services contracted by the CONTRACTOR.

CLAUSE 9.- CONFIDENTIALITY AND INTELLECTUAL PROPERTY REGARDING DESIGNS, DRAWINGS AND OTHER TECHNICAL DOCUMENTS

The SUBCONTRACTOR, understood as the Recipient for the purposes of this clause, undertakes to:

(A) maintain confidentiality regarding any information originally disseminated, disclosed or communicated by the CONTRACTOR to the SUBCONTRACTOR related to the execution of the Services described in PART A - SPECIFIC TERMS AND CONDITIONS FOR CONTRACTING SERVICES; whether written, oral or visual in the form of, by way of example, Order, reports, business plans, explanations, know-how, statistics, protocols, procedures, drawings, images or otherwise (hereinafter, "Confidential Information");

(B) restrict access to such Confidential Information to only those individuals or employees who need to know it for the execution of the Services subject to the Order;

(C) not use the Confidential Information for purposes other than the one mentioned in the Order;

(D) not disclose the Confidential Information or the results of the execution of the Services to third parties without the prior written consent of the CONTRACTOR;

(E) not make copies of the original formats that contain the Confidential Information without the prior written authorization of the CONTRACTOR; and
(F) inform all employees of the Recipient involved in the execution of the Services under the corresponding Order of the confidentiality conditions set forth in this clause, ensure their compliance with it as well as provide means for them to ensure the confidentiality of the Confidential Information.

The disclosure of Confidential Information or any other type of information by the Recipient regarding the execution of the Services or results of the Order(s) to third parties, including authorization for the publication of news, articles in journals, social media or any other type of publication, both internal or external, will require the prior written consent of the CONTRACTOR. Before its publication, the Recipient will submit the information intended for publication or, at least an advanced draft to the CONTRACTOR for review. The CONTRACTOR shall have ten (10) calendar days to notify the Recipient of any objections to its dissemination. If no response is received within this deadline, silence will be deemed tacit authorization for dissemination.

In the event of any disclosure or loss of Confidential Information, the Recipient will immediately notify the CONTRACTOR.

Failure to comply with the provisions of this clause shall constitute just cause for the termination of these General Conditions and/ or the current Order(s), and the CONTRACTOR shall have the right to terminate these General Conditions and/ or the Order(s), without prejudice to any other action it may be entitled to.

The obligations and restrictions stipulated in this clause will remain in force and bind the Recipient during the term of the respective Order. However, the confidentiality obligations contained in these General Conditions, following the respective Order termination, for a period of ten (10) years.

The SUBCONTRACTOR acknowledges that the Confidential Information is the property of the CONTRACTOR and/or its clients, as well as any development of the Confidential Information, procedure or technical solution applied to the Confidential Information, even if such development is a result of the SUBCONTRACTOR'S execution of the Services.

When required by the CONTRACTOR, and, in any case, upon termination of the execution of the Services under the Order by the SUBCONTRACTOR, the SUBCONTRACTOR shall return to the CONTRACTOR, both the originals and authorized copies, of the Confidential Information provided by the CONTRACTOR.

CLAUSE 10.- DATA PROTECTION

The Parties undertake to comply with the provisions of the current legislation, especially Regulation (EU) 2016/679 of 27 April 2016 (General Data Protection Regulation, GDPR) regarding the protection of natural persons with regard to the processing of personal data and the free movement of such data, and Organic Law 3/2018 of December 5, 2018 on the Protection of Personal Data and Guarantee of Digital Rights.

The processing of personal data by the SUBCONTRACTOR (hereinafter referred to as the "PROCESSOR") will be limited to what is necessary to perform the Services under the respective Order and will always be carried out within this framework.

The planned data processing activities are those directly related to the proper performance of the Services specified in the Order issued by the CONTRACTOR (hereinafter referred to as the "CONTROLLER"). The Parties, whenever necessary, hereby enter into the data processing agreement as per the terms of Article 28 GDPR, available on the CONTRACTOR [website](#).

The personal data of the legal representatives of the CONTRACTOR and the SUBCONTRACTOR will be included in separate files, responsibility of each of the Parties, whose purpose is the maintenance of their contractual relationships. For this purpose, it is essential that their identification data, the capacity of representation they hold, ID number or equivalent document and their signature are provided.

Likewise, the Parties guarantee to comply with the duty of information regarding their employees whose personal data is communicated between the Parties for the maintenance and fulfillment of the contractual relationship. The legal basis that legitimizes the processing of the data of the interested parties is the necessity for the execution and performance of the Services

under the Order. The data will be retained during the term of the respective Order and, later, for 15 years for the purposes of addressing any liabilities arising from the contractual relationship.

In any case, data subjects may exercise their rights of access, rectification, erasure, objection, restriction and portability with the respective party through written communication to the registered office stated at the beginning of this document, specifying the right being requested. To exercise these rights, if necessary, a document confirming their identity will be requested.

Regarding the personal data to which both Parties have access under the mentioned Order, the Parties mutually agree to:

- Safeguard and prevent access to data and information owned by the other Party by third parties not involved in the Order;
- Avoid alteration, loss, processing or unauthorized access to the referenced personal data;
- Ensure the appropriate level of security in accordance with data protection regulations.

By accepting these General Conditions and signing the relevant Order, the Parties declare and guarantee that the provided data is true, accurate, complete, and up-to-date. Both Parties commit to informing each other of any changes to this data, and they are solely responsible for any direct or indirect damages that may arise from the breach of this clause.

The SUBCONTRACTOR can obtain more information about the processing of personal data related to this matter through the communication channels indicated by the Parties.

Likewise, if they consider their right to the protection of personal data violated, they may file a claim with the Spanish Agency for Data Protection (www.aepd.es).

CLAUSE 11.- ENVIRONMENTAL AND QUALITY COMMITMENT

The CONTRACTOR has implemented a quality and environmental management system based on ISO 9001 and 14001 standards.

The SUBCONTRACTOR will be subject to controls designated within the scope of the Services specified in the relevant Order, and its performance will be evaluated based on incidents generated that could result in the loss of its approval as a supplier for future Orders.

The SUBCONTRACTOR must strictly comply with current environmental legislation (European, national, regional and local) directly or indirectly affecting its activity, taking responsibility for any non-compliance when acting on behalf of the CONTRACTOR.

Additionally, the SUBCONTRACTOR must comply with and disseminate among its personnel, directly or indirectly involved in the execution of the Services specified in the relevant Order, the CONTRACTOR's Environmental Policy, which is available on the CONTRACTOR website.

CLAUSE 12.- OCCUPATIONAL RISKS PREVENTION

In cases where the CONTRACTOR specifically requires before the beginning of the execution of the Services object of the relevant Order, the SUBCONTRACTOR undertakes to provide the following certificates:

(A) Certificate from the employer indicating that, in compliance with the provisions of articles 14.2 and 22 of Law 31/1995, of November 8th, on Occupational Risks Prevention (hereinafter referred to as the "Law ORP"), and art. 37.3 of the Royal Decree 39/1997, of January 17th, approving the Regulation of Prevention Services modified by the RD 604/06, of May 19th, the workers listed in this document have been deemed FIT for the assigned work position, according to the criteria of healthcare personnel competent for this purpose; and a nominal certificate stating the competence based on the initial medical examination (in cases of recent hiring) and/or the latest periodic medical examination conducted by the specialist in occupational medicine from the occupational risk prevention service hired for health monitoring. Additionally, the SUBCONTRACTOR commits to providing the pre-placement medical examination according to art. 243 of the Royal Legislative Decree 8/2015, approving the amended version of the General Social Security Law.

(B) Nominal certificate issued by an accredited institution or company which certifying that the worker has received a basic level occupational risk prevention course (according to contents R.D. 39/1997) of at least 50 hours (for those who carry out a similar activity to ours). Additionally, the employer

will provide evidence of having provided sufficient and appropriate theoretical and practical information and training in preventive matters in accordance with articles 18 and 19 of the Law ORP.

CLAUSE 13– FISCAL AND LABOR OBLIGATIONS COMPLIANCE

The SUBCONTRACTOR must provide the following documents on the date of signing the relevant Order, and submit them according to the indicated periodicity:

(A) If the SUBCONTRACTOR is a Spanish fiscal resident LEGAL PERSON:

DOCUMENT	RELATING TO	PERIODICITY
List of employees assigned to the execution of the Order	Company	Monthly
Certificate of being up-to-date with the Tax Authorities	Company	Monthly
Certificate of being up to date with Social Security contributions	Company	Monthly
RLC, RNT and proof of payments	Company	Monthly
Membership document to the mutual insurance company	Company	Start of the execution of the Services
Proof of payment of employee's payrolls	Employee	Monthly
Social Security enrollment	Employee	Start of the execution of the Services
Bank account ownership certificate	Company	Start of the execution of the Services

(B) If the SUBCONTRACTOR is a Spanish fiscal resident NATURAL PERSON (freelance):

DOCUMENT	RELATING TO	PERIODICITY
Social Security enrollment	Freelance	Start of the execution of the Services
Justification of Social Security contributions payment (self-employed contribution)	Freelance	Monthly
Certificate of being up-to-date with the Tax Authorities	Freelance	Monthly
Certificate of being up to date with Social Security contributions	Freelance	Monthly
Bank account ownership certificate	Freelance	Start of the execution of the Services

(C) If the SUBCONTRACTOR (NATURAL OR LEGAL ENTITY) is a resident of the European Union:

DOCUMENT	RELATING TO	PERIODICITY
List of employees assigned to the execution of the Order	Company	Monthly
Certificate of being up-to-date with the Tax Authorities from the residence country	Company	Monthly
Certificate of being up to date with Social Security contributions from the residence country	Company	Monthly
Certificate A1 of each employee (if Services will be executed at the CONTRACTOR premises)	Company	Start of the execution of the Services
Proof of payment of employee's payrolls	Employee	Monthly
Bank account ownership certificate	Company	Start of the execution of the Services

(D) If the SUBCONTRACTOR is non-EU or outside the European Union:

DOCUMENT	RELATING TO	PERIODICITY
List of employees assigned to the execution of the Order	Company	Monthly
Certificate of being up to date with the taxes from the country of residence	Company	Monthly
Certificate of being up to date with Social Security contributions from the residence country	Company	Monthly
Certificate issued by the Social Security for each worker (if Services will be provided at GHENOVA facilities)	Company	Start of the execution of the Services
Proof of payment of employee's payrolls	Employee	Monthly
Bank account ownership certificate	Company	Start of the execution of the Services

CLAUSE 14.- REASONS FOR ORDER CANCELLATION

The reasons for Order cancellation are as follows:

(A) Due to low quality of work: repeated errors in the deliverables may lead to the cancellation of the relevant Order by the CONTRACTOR, prior assessment of the already performed Services by the SUBCONTRACTOR and the damages caused to the CONTRACTOR.

(B) Due to repeated delays: unjustified and repeated delays in deliverables may lead to the cancellation of the relevant Order by the CONTRACTOR, prior assessment of the already performed Services by the SUBCONTRACTOR and the penalties accumulated due to the delays.

(C) Due to force majeure: when delays by the SUBCONTRACTOR are caused by force majeure and incompatible with the Client's needs, the CONTRACTOR may terminate the ORDER prior agreed assessment of the already carried out work by the SUBCONTRACTOR. Any situation derived from the COVID-19 shall not be considered as a cause of Force Majeure.

(D) Due to suspension, cancellation or modification of the scope of the order by the end client.

CLAUSE 15.- CAUSES OF RESOLUTION

In addition to the reasons stated in clause 14, the CONTRACTOR is authorized to cancel the Order in case of serious breach of the SUBCONTRACTOR's obligations.

If either party has any pending obligation after the completion of the Order, it shall be obliged to fulfill them strictly, without involving in any case an extension of the relationship between the Parties.

CLAUSE 16. PENALTIES

(A) Failure by the SUBCONTRACTOR to comply with the deadlines established in the Order, either due to delays in the provision of the Services or not having reached the required standards, shall entitle the CONTRACTOR to demand from the SUBCONTRACTOR a penalty equivalent to €500 per document and for each week of delay in its delivery.

(B) The cumulative amount of such penalties specified in this clause shall not exceed ten percent (10%) of the total amount of the relevant Order. If this percentage is exceeded, the CONTRACTOR shall be entitled to terminate the Order, withholding all pending payment invoices, once the charges for the damages caused to the CONTRACTOR have been deducted.

The CONTRACTOR may demand the penalties specified in this clause in addition to the penalties provided in section 11 of the Order.

The amount of penalties (both those specified in this clause and those indicated in the rest of the Order), may be paid by the SUBCONTRACTOR within fifteen (15) calendar days from the CONTRACTOR's request for payment or satisfied by deduction from the certifications at the CONTRACTOR's request.

The payment or deduction of such penalties shall not relieve the SUBCONTRACTOR of any of its other obligations and responsibilities arising from the General Conditions and/or from the Order.

The penalties specified in these General Conditions, and those specified in the Order are not in lieu of any relevant indemnities arising from any damages that the CONTRACTOR may have suffered as a result of any breach by the SUBCONTRACTOR or its personnel. Without prejudice to the application of the corresponding penalties, the SUBCONTRACTOR shall assume the additional expenses caused by the breach of these clauses and all expenses incurred to minimize the consequence of this damage. In any event, the SUBCONTRACTOR shall indemnify and hold harmless the CONTRACTOR for any damage or loss caused by any act or omission of the SUBCONTRACTOR, its employees or agents.

CLAUSE 17.- TRANSFER

The SUBCONTRACTOR may not transfer all or part of the Services object of the Order to a third party without the prior written consent of the CONTRACTOR.

CLAUSE 18.- EFFECTIVENESS OF PROVISIONS

If any provision of these General Conditions is declared illegal, void or for any other reason unenforceable, this clause shall be deemed severable from these terms and shall not affect the validity and enforceability of the remaining provisions.

In case of doubt of conflict in the interpretation of any provisions of these General Conditions and/ or any provision of the Order, the Spanish version shall prevail.

CLAUSE 19: CLAIMS

The SUBCONTRACTOR's claims against the CONTRACTOR shall be notified in writing within fifteen (15) calendar days after the occurrence of the incident giving rise to the claim, waiving any possible right or claim that is made after this period of time.

The lack of agreement between the Parties with respect to the claims shall be resolved as set forth in clause 21.

CLAUSE 20.- ETHICS

The SUBCONTRACTOR undertakes to:

1. Comply with applicable laws and regulations, including the protection of rights, labor conditions, safety, environment and financial obligations;
2. Promote an ethical and compliance culture, rejecting corruption, money laundering, terrorism, and supporting ethical practices;
3. Encourage behaviors based on respect, integrity, honesty, and sustainability;
4. Implement stringent measures to select and monitor the integrity of clients, suppliers and third parties;
5. Establish a compliance system to detect and prevent illicit activities, such as corruption of money laundering.

Additionally, the SUBCONTRACTOR commits to: a) Respect the CONTRACTOR's Code of Ethics, available on its [website](#); b) Refrain from making illegal payments or political contributions related to the contract; c) Report to the CONTRACTOR any illicit acts related to corruption, money laundering, or similar activities. d) Identify and communicate to the CONTRACTOR any conflict of interest during the execution of the contract.

CLAUSE 21.- LEGISLATION AND JURISDICTION

The Parties undertake to comply with this ORDER and General Conditions in good faith, resolving through negotiations and amicable agreements any possible discrepancy that may arise related to the application, process, fulfillment, interpretation and execution. If an amicable solution is not reached within ninety (90) calendar days from the beginning of the discrepancy, it shall be submitted to the Courts and Tribunals of Seville. The ORDER is submitted in its interpretation to the Spanish Legislation and subject to it, being annulled any rule of choice of jurisdiction that could refer the matter to another jurisdiction.