

## **General Terms and Conditions of Sale (GTC)**

**CLAS SL – Version in force as of 01/01/2026**

### **1. Purpose and Scope of Application**

These General Terms and Conditions of Sale (hereinafter the “GTC”) define the contractual terms applicable to the professional services provided by CLAS SL for the exclusive benefit of professional clients (B2B), in the following fields:

- Assistance with the installation of maritime breakwater armor units;
- Inspection, quality control, and certification of structures;
- Placement drawings and technical studies related to artificial concrete blocks;
- Training of personnel in safety and best practices;
- Expertise and diagnostics on existing structures;
- Services related to the implementation of single-layer concrete armor units: licensed blocks or royalty-free blocks marketed under the BREAKWATER SOLUTION™ brand;
- Hyperbaric installation, control, and assistance services.

Any order implies the Client’s full and unconditional acceptance of these GTC.

### **2. Technical and Legal Independence**

CLAS SL is fully independent from trademark holders or license sellers related to artificial block technologies (notably ACCROPODE™, ECOPODE™, Xbloc®, etc.). These trademarks are mentioned solely for descriptive purposes when a license agreement has been entered into between the Client and the trademark holder.

CLAS SL does not resell, assign, or intermediate any license rights.

The Client remains solely responsible:

- for the validity of its rights to use licensed trademarks;
- for the legal compliance of its production vis-à-vis such trademark holders.

### **3. Industrial Property – BREAKWATER SOLUTION™ Blocks**

The BS1, BS2, BS3, and BS4 blocks fall within the industrial public domain with respect to their technical principles.

The BREAKWATER SOLUTION™ trademark and associated documentation are the exclusive property of CLAS SL.

Any modification of CLAS technical documents is subject to prior written authorization.

## **4. Orders – Scope of Services**

Each assignment is subject to:

- a detailed technical and financial proposal;
- written acceptance by the Client (purchase order, email, or equivalent).

CLAS SL services consist exclusively of independent technical assistance, which may include:

- supervision of implementation;
- assistance with quality control;
- assistance with hyperbaric safety and site best practices;
- technical and methodological opinions and recommendations provided to the Client's teams.

CLAS SL never assumes technical management or contractual management of the works, which remain under the sole responsibility of the Client or its legally appointed representative.

CLAS SL has no decision-making authority over operations.

Recommendations issued do not constitute site instructions.

The Client remains free not to follow CLAS SL's recommendations, without engaging

CLAS SL's liability, including if defects occur as a result.

CLAS SL does not provide:

- lifting equipment, formwork, or construction machinery;
- general health and safety coordination;
- overall HSE supervision of the site.

The Client remains solely responsible for:

- overall site organization;
- selection and supervision of subcontractors;
- application of safety standards and applicable regulations.

Any implementation carried out in contradiction with CLAS SL's written recommendations fully releases CLAS SL from any liability.

## **5. Client Obligations**

The Client undertakes to:

- provide all information necessary for the mission;
- ensure secure access to intervention areas;
- guarantee an environment compliant with hyperbaric regulations (where applicable);
- comply with placement drawings validated by CLAS SL prior to certification.

In the event of repeated non-compliance, CLAS SL may suspend the mission at the Client's expense.

## **6. Pricing – Invoicing – Payment**

Services are invoiced according to the terms defined in the order:

- unit or lump-sum pricing;
- travel, accommodation, and hyperbaric equipment costs charged additionally.

Unless otherwise stipulated, invoices are payable within 30 net days.

Any late payment automatically results in:

- late payment interest in accordance with applicable commercial legislation;
- a fixed recovery indemnity of EUR 40 or equivalent.

CLAS SL may suspend any mission in the event of non-payment.

## **7. Liability**

CLAS SL is bound by an enhanced obligation of means.

Its liability is strictly limited to proven direct damages and shall not exceed the total amount excluding taxes of the service concerned.

Excluded are:

- loss of business;
- delay penalties attributable to the Client or third parties;
- indirect or consequential damages;
- marine events and unusual weather conditions.

## **8. Confidentiality**

Each party undertakes to maintain strict confidentiality of technical, contractual, financial, or commercial information obtained within the framework of this contract and not accessible to the public.

This confidentiality obligation applies for five (5) years from the end of the mission, unless a mandatory legal provision requires a longer period.

However, unless a specific confidentiality clause has been expressly agreed in writing at the time of the order, CLAS SL retains the right:

- to cite the project as a professional reference;
- to use photographs, images, videos, 3D renderings, and technical elements;
- to describe its interventions and results;

within the framework of:

- promotion of its expertise;
- commercial communication (website, brochures, conferences, professional networks);
- certification files and tenders;
- internal or external publications for educational or professional purposes.

CLAS SL undertakes to anonymize sensitive project data at the Client's express and reasonable request, particularly in the case of strategic information.

Under no circumstances shall CLAS SL disclose:

- industrial secrets;
- patented or proprietary processes belonging to the Client;
- elements explicitly protected by a confidentiality clause or third-party license.

## **9. Intellectual Property of Reports**

Inspection reports, placement drawings, certificates, and recommendations are intended for the exclusive use of the Client on the structure concerned.

Any distribution to third parties requires CLAS SL's prior written authorization.

## **10. Suspension – Termination**

In the event of a serious breach by either party, the contract may be terminated automatically after formal notice remaining ineffective for a period of 15 days.

Services performed remain fully payable.

## 11. Force Majeure

Neither party shall be liable for failure resulting from a force majeure event as defined by applicable law.

## 12. Applicable Law – Jurisdiction

These GTC are governed by the law of the Principality of Andorra.

Any dispute shall fall under the exclusive jurisdiction of the courts of the Principality of Andorra.

## 13. Contact

### CLAS SL

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## Trademark Notices

ACCROPODE™, ACCROPODE™ II, and ECOPODE™ are registered trademarks belonging to the ARTELIA Group, marketed by Concrete Layer Innovations (CLI).  
Xbloc® is a registered trademark belonging to Delta Marine Consultants (DMC).

These trademarks are mentioned exclusively for descriptive purposes where necessary to identify products used by the Client within the framework of the project (“necessary reference” within the meaning of trademark law).

CLAS SL is an independent company, not affiliated with, authorized by, or approved by the holders of these trademarks.

When CLAS SL intervenes on structures designed or marketed under license, this occurs solely within the framework of a license agreement duly concluded between the Client and the trademark holder.

The Client remains responsible for compliance with obligations related to its licenses.

BREAKWATER SOLUTION™, STARBLOCK™, and CLAS TECHNOLOGY COMPLIANT™ are registered trademarks belonging to CLAS SL.