

GENERAL TERMS AND CONDITIONS FOR THE SALE, SUPPLY AND PROVISION OF SERVICES OF SUAT FUELS

ARTICLE 1 — SCOPE OF APPLICATION

These terms and conditions govern the sale of products and the provision of services ("Services") by SUSTAINABLE ATLANTIC FUELS S.L. ("SUAT Fuels") to the customer ("Customer"), and constitute, together with any commercial agreement or specific provision entered into between the parties, the "Agreement".

In the event of any conflict between these GTC and any specific agreement or commercial annex, the specific agreement shall prevail to the extent of the inconsistency.

ARTICLE 2 — AVIATION FUEL

2.1 Quality

SUAT Fuels warrants that any aviation fuel ("Fuel") supplied under this Agreement will comply with one of the following international specifications, as reflected in the specific purchase order or agreement:

2.1.1 Jet A-1 — Conforming to Standards:

- ASTM D1655 (Specification for Aviation Turbine Fuels), latest edition in force.
- DEF STAN 91-091 of the United Kingdom Ministry of Defence (Turbine Fuel, Aviation Kerosene Type), current version.
- AFQRJOS (Aviation Fuel Quality Requirements for Jointly Operated Systems), latest published version.
- GOST R 52050 — Russian specification for Jet A-1.
- CAN/CGSB-3.23 — Canadian Jet A-1 kerosene type specification.
- NMX-L-004-SCFI — Mexican turbine regulations.
- GB 6537 — Chinese specification for Jet Fuel No. 3.
- GOST 10227-86 — for TS-1 and RT grades.
- Recognized equivalent standards, as agreed in writing by the parties.

2.1.2 Sustainable Aviation Fuel (SAF):

- ASTM D7566 — Specification for Aviation Turbine Fuel Containing Synthesized Hydrocarbons, including all ASTM-certified annexes.
- Certification under the CORSIA scheme (Carbon Offsetting and Reduction Scheme for International Aviation), where applicable.
- Jet A-1/SAF blends permitted under current regulations, indicating the percentage and origin of SAF.
- Unless expressly stated otherwise, the Customer agrees that SAF shall be delivered as part of a Jet A-1 blend within authorized limits and without specific physical attribution ("drop-in" model).

2.1.3 Avgas 100LL — Conforming to Standards:

- DEF STAN 91-90 — Grades 100 and 100LL.
- ASTM D910 — Grades 100 and 100LL.
- Or any other mutually agreed equivalent standard confirmed in writing.

2.2 Quantity

The quantity of Fuel supplied shall be determined using certified volumetric measuring systems installed at the delivery point. Unless expressly agreed otherwise, no temperature correction shall apply. Any subsequent adjustment shall be based exclusively on the official delivery documentation (delivery ticket) and must be signed on-site by both parties.

2.3 Product Inspection

The Customer shall only be entitled to inspect or test the Fuel if it makes a written request at least ten (10) calendar days prior to the scheduled delivery date, in order to process the necessary airport access permits. All costs arising from such inspection — including permits, escorts, laboratory analysis or external certifications — shall be borne exclusively by the Customer.

If the Customer detects any alleged non-compliance of the product with the applicable specifications, it must notify SUAT Fuels immediately in writing before using the Fuel. The Customer may request correction or replacement of the product, provided that:

- a) The product has not been altered, mixed, used or stored;
- b) The product remains in a condition that allows analysis in accordance with the applicable standard; and
- c) SUAT Fuels has a reasonable opportunity to inspect the disputed product directly.

2.4 Delivery, Transfer of Title and Risk

Delivery of Fuel shall be deemed completed, and title and risk shall transfer to the Customer, at the moment the Fuel passes through:

- a) The discharge valve of the delivery system operated by SUAT Fuels or its authorized agents;
- b) The first connection point with the Customer's receiving infrastructure (tanks, vehicles, aircraft); or
- c) The coupling point with the receiving aircraft, as applicable.

Once this point is reached, SUAT Fuels shall bear no responsibility for any loss, contamination, misuse, or deterioration of the product.

2.5 Density and Specific Gravity

At the Customer's request, SUAT Fuels may provide the latest density or specific gravity records of the relevant airport storage batch, or supply instruments for field verification. The Customer acknowledges that such values are provided for informational purposes only, and that SUAT Fuels shall not be held liable for operational discrepancies except in cases of gross negligence or wilful misconduct.

2.6 Carbon Offset Units (COFs)

When the Customer acquires voluntary greenhouse gas emission offset units ("COFs") as part of its Fuel purchase, the following conditions shall apply:

2.6.1 Nature of the Product:

COFs consist of units equivalent to the reduction or removal of one (1) metric ton of CO₂ (or its equivalent in other gases), certified by independent registries. These credits may originate from: Verified Carbon Standard (VCS), Gold Standard, Clean Development Mechanism (CDM — ISO14064), or any other system recognized at the sole discretion of SUAT Fuels.

2.6.2 Billing and Retirement:

COFs shall be invoiced as a separate line item, independently of the physical Fuel. The price of COFs shall be determined solely by SUAT Fuels and may differ from their acquisition cost. SUAT Fuels shall provide the Customer with written certification of the permanent retirement of the credits in the relevant registry once processed.

2.6.3 Limitation of Liability:

SUAT Fuels makes no representation or warranty, whether express or implied, regarding the legal validity, regulatory acceptance, tax usability, environmental integrity, governmental recognition, or eligibility of the COFs. COFs do not constitute compliance under any regulated emissions programme (including ETS, CORSIA, carbon taxes, or national laws), nor do they grant specific tax, accounting, or contractual benefits. The Customer acknowledges that:

- a) The acquisition of COFs is voluntary;
- b) Any certification issued by SUAT Fuels is limited to confirming the retirement of the credit in the corresponding registry; and
- c) The Customer assumes all risks associated with the use, reporting, or disclosure of such credits to third parties, authorities, or verification entities.

ARTICLE 3 — CUSTOMER RESPONSIBILITIES

3.1 Aircraft Operation

The Customer shall be solely responsible for the operation, integrity, and safety of its fuel reception systems, whether owned or under its control, including but not limited to: valves, switches, gauges, tanks, aircraft, vehicles, pumps, or auxiliary facilities.

Where SUAT Fuels personnel intervene in the Customer's systems at the Customer's express written request or due to operational or regulatory requirements, such actions shall be deemed performed on behalf of and at the sole responsibility of the Customer, who shall hold SUAT Fuels harmless in accordance with clause 3.4 below.

3.2 Operations with Passengers on Board

When local airport regulations allow refuelling or defuelling operations with passengers on board or during boarding/disembarkation, the Customer undertakes to:

- a) Coordinate such operations in advance with SUAT Fuels;
- b) Ensure compliance with applicable airport regulations, civil aviation authority requirements, and relevant safety plans;
- c) Guarantee that all personnel under its control act in accordance with agreed safety procedures; and
- d) Directly supervise the safe movement of passengers away from ignition sources, hazardous zones, and operational risks.

3.3 Cooperation and Information

The Customer agrees to:

- a) Provide SUAT Fuels with safe, timely, and reasonable access to the facilities or aircraft where the supply or service is to be rendered;
- b) Supply, upon request, any technical, legal, or documentary information necessary to comply with applicable regulations;
- c) Notify in advance of any changes to logistical or operational details that may affect the service; and
- d) Obtain and maintain in full force all licenses, permits, registrations, and authorizations required to receive the contracted fuel supply and/or services.

3.4 Customer Indemnification

The Customer agrees to indemnify, defend, and hold harmless SUAT Fuels, as well as its officers, employees, subcontractors, representatives, and affiliates (collectively, the "Indemnified Parties"), from any claim, damage, loss, liability, penalty, expense, or proceeding (including reasonable attorneys' fees) arising directly or indirectly from:

- a) Any act or omission of the Customer or its employees, contractors, or agents;
- b) Improper use, handling, or defective maintenance of equipment or infrastructure under its control;
- c) Damage caused to third parties during the supply, storage, or consumption of the fuel;
- d) Breach by the Customer of applicable laws, regulations, or safety standards; and
- e) Claims, demands, or fines imposed by authorities as a result of actions attributable to the Customer.

This indemnity obligation is independent of any other obligation in the Agreement and shall survive its termination.

3.5 Limitation of Intervention

SUAT Fuels shall not be obligated to verify the technical suitability of the Customer's receiving systems or the regulatory compliance of its operations. Any occasional verification or intervention by SUAT Fuels shall not imply assumption of responsibility or modification of this clause.

ARTICLE 4 — PRICES

4.1 Pricing Structure

Unless expressly stated in the specific conditions or commercial annex, all prices shall be set in United States Dollars (USD), net of taxes, duties, third-party charges, or levies. Applicable taxes shall be invoiced as separate items unless required by law to be included in the unit price. Currency conversions shall be made based on the exchange rate published by a recognized financial source (e.g., Bloomberg, ECB, or Reuters) on the invoice issuance date.

4.2 Additional Charges and Ancillary Services

The Customer shall be responsible for all applicable additional charges, including:

- a) Into-plane fees, hydrant usage, special equipment, restricted areas, or off-hour service charges;
- b) Ground transport costs for moving fuel from storage tanks to the delivery point;
- c) Services provided by third parties engaged to fulfil the supply;
- d) Minimum volume surcharges when the requested quantity is below SUAT Fuels' operational threshold (e.g., 500 US gallons or equivalent); and
- e) Any specific service requested by the Customer (e.g., additional certificates, analyses, customs documentation, additives, or customized blends).

Third-party charges managed on behalf of the Customer may include an administrative commission of up to fifteen percent (15%) of the amount invoiced by such providers.

4.3 SUAT Fuels' Right to Price Review

SUAT Fuels reserves the right to adjust prices prior to delivery, with written notice to the Customer, under the following circumstances:

- a) Significant variation in acquisition, transport, or delivery costs due to factors beyond SUAT Fuels' reasonable control;

- b) Escalation in reference market prices such as Platts USGC, Platts Mediterranean, Argus, OPIS, or other standard industry indices;
- c) Introduction or modification of charges by airport, tax, environmental, or regulatory authorities at the delivery point; or
- d) Where fuel must be delivered from an alternative source due to operational impossibility, logistical constraints, or airport authority instructions.

The adjustment shall be deemed accepted unless the Customer rejects the delivery in writing within five (5) business days of receipt of the notice, in which case cancellation shall not entail any penalty for either party.

4.4 Indexed Prices

Where prices are indexed to a market benchmark (e.g., Platts FOB Rotterdam Barges Average + differential):

- a) The reference index shall be the one published for the agreed period, as defined in the commercial annex;
- b) The agreed differentials shall remain fixed throughout the contract term unless revised by mutual written agreement;
- c) SUAT Fuels may round the final applicable value according to market practices; and
- d) If the index is discontinued, the parties shall negotiate in good faith a substitute index. In the absence of agreement, the last valid index shall apply.

4.5 Price Disputes

The Customer must notify SUAT Fuels in writing of any price discrepancy within thirty (30) calendar days from the invoice date. After this period, the price shall be deemed accepted. The Customer may not withhold payment or offset amounts unilaterally pending resolution of a price dispute.

ARTICLE 5 — TAXES AND FEES

5.1 Customer's Tax Liability

The Customer shall be solely responsible for all taxes, duties, levies, tariffs, and governmental charges applicable to the Fuel and Services under this Agreement, imposed by any local, regional, national, or international authority, including but not limited to excise duties, VAT or equivalent, airport and environmental fees, customs duties, and energy or carbon taxes.

5.2 Exemptions and Tax Documentation

If the Customer intends to benefit from any tax exemption or reduced rate, it must provide SUAT Fuels with valid, complete, and legally compliant supporting documentation prior to the delivery date, including as applicable: valid AOC certificates, operating licenses, declarations of professional use, exemption certificates, and customs registrations. Failure to provide such documentation entitles SUAT Fuels to invoice the full amount of applicable taxes, with no right to reimbursement or compensation for the Customer.

5.3 Tax Recovery

The Customer is solely responsible for pursuing any tax refund, credit, or deduction before the relevant authority. SUAT Fuels has no obligation to process any tax refund on behalf of the Customer unless expressly agreed in writing subject to an administrative fee.

5.4 Indemnification for Tax Non-Compliance

The Customer shall indemnify and hold harmless SUAT Fuels from any penalties, surcharges, interest, fines, or losses arising from the Customer's misuse of tax exemptions, failure to provide valid documentation, inaccurate tax declarations, or breach of applicable tax or customs laws.

5.5 Cooperation for Tax and Regulatory Purposes

The Customer agrees to cooperate by providing any information, statements, records, or consents reasonably requested by SUAT Fuels to comply with applicable tax, regulatory, or compliance obligations.

ARTICLE 6 — INVOICING AND PAYMENT

6.1 Invoice Issuance

SUAT Fuels shall issue invoices in USD (unless otherwise agreed in writing) for all Fuel and Services rendered under this Agreement. Invoices may be issued and delivered electronically and shall be considered original and fully enforceable for all legal purposes.

6.2 Payment Terms and Method

Unless documented credit terms have been granted, the Customer shall pay one hundred percent (100%) of the total amount prior to delivery. Where credit terms apply, payment shall be made no later than the twenty-first (21st) calendar day following the invoice date, or any shorter period stated on the invoice. All payments shall be made by electronic bank transfer in immediately available funds, free of any fees or withholdings chargeable to SUAT Fuels.

6.3 Late Payment Interest and Penalties

Overdue amounts shall automatically accrue, without prior notice:

- a) Late interest of one point five percent (1.5%) per month, or the maximum permitted by applicable law, whichever is lower; and
- b) An additional administrative penalty of five percent (5%) of the overdue amount if the delay exceeds fifteen (15) calendar days.

6.4 No Set-Off or Withholding

The Customer expressly waives any right to withhold payments, apply set-offs, or make deductions against amounts invoiced by SUAT Fuels, absent a final court ruling or SUAT Fuels' prior written authorization. Any disputed amounts shall be handled through a separate written claim.

6.5 Credit Management and Limits

Credit terms are subject to SUAT Fuels' exclusive approval. The approved credit limit covers issued and unpaid invoices, uninvoiced supplies, and confirmed orders. SUAT Fuels may modify, suspend, or cancel credit at any time in case of financial risk, insolvency, non-payment, or contractual breach.

6.6 Additional Guarantees

In the event of suspended credit or financial risk, SUAT Fuels may require as a precondition for delivery: advance payment, an irrevocable letter of credit, a bank guarantee, or a deposit into an escrow account. Failure to comply entitles SUAT Fuels to reject or suspend any supply without contractual liability.

6.7 Suspension of Deliveries

SUAT Fuels may immediately suspend deliveries or services if: the Customer fails to pay any invoice on time; the Customer exceeds the authorized credit limit; or SUAT Fuels reasonably believes the Customer's financial position has materially deteriorated. In such cases, all outstanding payment obligations may be declared immediately due and payable.

6.8 Invoice Complaints

Any disagreement regarding an invoice must be notified in writing with detailed explanation within thirty (30) calendar days of its issuance. After this period, the invoice shall be deemed fully accepted.

ARTICLE 7 — GUARANTEES AND SECURITY

7.1 Retention of Title

SUAT Fuels shall retain full legal ownership of all Fuel supplied until complete and effective payment of all amounts due under the Agreement. Until then, the Customer shall act as bailee, shall not sell or dispose of the Fuel except for its own flight operations, and any unauthorized use or blending shall constitute a material breach.

7.2 Aircraft Lien and Security Interest

The Customer irrevocably grants SUAT Fuels a lien, pledge, or special privilege (as permitted by applicable law) over any aircraft refuelled with Fuel supplied by SUAT Fuels, including engines, integrated components, and related technical documentation. This right may be enforced without prior judicial notice in the event of non-payment.

7.3 Right of Retention and Extra-Judicial Seizure

In case of payment default, SUAT Fuels may exercise its right of retention over: aircraft, vehicles, and equipment within its operational control; technical documentation and certificates related to the Customer's operations; and any outstanding payments from third parties related to SUAT Fuels-supported operations. SUAT Fuels may also seek preventive or enforcement seizure under applicable law, including under multilateral treaties such as the Cape Town Convention.

7.4 Enforcement of Security Interests

In case of non-payment, default, or insolvency, SUAT Fuels may enforce its security rights by: automatic set-off of credits; direct sale of retained assets; assignment of rights with judicial or notarial approval; or exercise of any other rights under applicable law. The Customer shall sign all documents necessary to establish or enforce such rights upon first request.

7.5 Recovery and Enforcement Costs

All costs incurred by SUAT Fuels to enforce its collection rights — including legal fees, court costs, storage, transport, custody, insurance, and third-party intervention — shall be borne exclusively by the Customer. SUAT Fuels may deduct such costs from amounts received or require their payment before releasing retained assets.

ARTICLE 8 — LIABILITY, WARRANTIES AND INDEMNITIES

[Note: This article consolidates the liability regime for the Agreement and supersedes any separate or conflicting provisions on the same subject.]

8.1 Limited Liability of SUAT Fuels

Except in the case of wilful misconduct or gross negligence solely and directly attributable to SUAT Fuels, its total cumulative liability under this Agreement — whether in contract, tort, strict liability, or otherwise — shall not exceed the total amount effectively paid by the Customer for the specific supply giving rise to the claim. In no event shall total aggregate liability exceed amounts paid by the Customer to SUAT Fuels in the twelve (12) months immediately preceding the relevant event.

8.2 Exclusion of Indirect Damages

Under no circumstances shall SUAT Fuels be liable for: loss of profits, revenues, contracts, or business reputation; loss of aircraft or equipment use; costs from flight cancellations or diversions; penalties under third-party contracts; downtime or loss of opportunity; or any indirect, consequential, special, or punitive damages, even if foreseeable.

8.3 Warranty Disclaimer

Except as expressly stated in this Agreement, SUAT Fuels gives no implied warranties of fitness for purpose, merchantability, or suitability. In particular, SUAT Fuels makes no warranty regarding: suitability for non-aviation uses; compliance with specific foreign regulations unless agreed in writing; or operational outcomes from the Customer's use of the product.

Notwithstanding the above, SUAT Fuels warrants that the Fuel supplied: (i) complies with the technical specifications agreed in the commercial annex or purchase order; and (ii) is suitable for commercial aviation use under applicable IATA, ASTM, DEF STAN, or AFQRJOS standards.

8.4 Force Majeure

SUAT Fuels shall not be in breach nor liable for delay or interruption in supply due to force majeure or events beyond its reasonable control, including: war, riots, terrorism; natural disasters, fires, or extreme weather; strikes or labour disputes; third-party technical failures, product shortages, transport disruptions, or airport closures; and government measures, embargoes, sanctions, or regulatory changes. In such cases, SUAT Fuels may suspend or reschedule delivery without penalty.

8.5 Customer Claims — Time Limits

Claims relating to quality, quantity, or condition of Fuel or Services must be submitted in writing within:

- a) Forty-eight (48) hours of delivery for visible or immediately measurable defects; and
- b) Seven (7) calendar days from reasonable detection of the defect for later technical issues.

Failure to notify within these periods constitutes an express waiver of any claim or remedy. No claims shall be accepted after twenty-four (24) months from the date of delivery.

8.6 Indemnification in Favour of SUAT Fuels

The Customer shall indemnify and hold SUAT Fuels and its personnel harmless from any claim, penalty, loss, damage, or expense (including legal fees) arising from: breach of legal, tax, customs, or contractual obligations; improper use of Fuel or facilities; third-party claims attributable to the Customer; and environmental damage, spills, accidents, or mishandling of the product. This obligation survives termination of the Agreement.

ARTICLE 9 — INSPECTIONS, SAMPLING AND QUALITY DISPUTES

9.1 Pre-Inspection Request

Any Customer request for technical inspection or presence during delivery must be submitted in writing at least ten (10) calendar days in advance. All related costs are borne by the Customer. SUAT Fuels reserves the right to limit or reject such inspection if it interferes with airport operations, third-party rights, or safety, or if the Customer's documentation is insufficient.

9.2 Right of Inspection by SUAT Fuels

SUAT Fuels may inspect the Customer's facilities, aircraft, or equipment at any time where there is reasonable suspicion of: improper product handling; breach of technical specifications; or safety or environmental incidents. The Customer shall provide access, assistance, and documentation for such verifications.

9.3 Sampling and Evidence Preservation

A representative Fuel sample may be taken at each delivery point in accordance with IATA, ASTM D4057/D4306, or applicable procedures. The sample shall be sealed, labeled, and stored for a minimum of thirty (30) days. In any quality dispute, this sealed sample shall constitute the sole valid and binding evidence between the parties, unless otherwise agreed in writing.

9.4 Product Quality Claims

Any quality claim must: be submitted in writing within seven (7) calendar days from delivery or detection; include an accredited laboratory analysis, incident report, batch number, and delivery data; and include internal maintenance logs where applicable. Claims will be automatically rejected if the sample was not preserved or the Fuel was used, mixed, or stored non-compliantly.

9.5 Analysis and Resolution

In case of discrepancy, a mutually agreed independent laboratory shall be appointed. Its decision shall be final and binding. Analysis costs are borne by SUAT Fuels if non-conformity is confirmed, or by the Customer if the Fuel meets specifications.

9.6 Post-Delivery Disclaimer

SUAT Fuels shall not be liable for any alteration, contamination, or degradation of the Fuel after delivery unless caused exclusively during the delivery itself. All post-delivery handling is under the Customer's sole responsibility.

ARTICLE 10 — DOCUMENTATION, REGULATORY COMPLIANCE AND ENVIRONMENTAL OBLIGATIONS

10.1 Applicable Regulations

Both parties shall comply at all times with all applicable local, national, and international regulations governing aviation fuel, including IATA, ASTM, DEF STAN, AFQRJOS, customs and tax law, safety and environmental rules, ICAO conventions, and EU regulations where applicable. The Customer assumes full liability for its own non-compliance.

10.2 Technical Documentation

SUAT Fuels shall provide, upon request: Certificate of Analysis; Delivery Note or Refuelling Ticket; bill of lading or packing slip; certificate of origin where required; and COF certification if applicable. The Customer must retain such documentation for the legally required period.

10.3 Customer's Legal Representations

The Customer represents and warrants that it is legally authorized to acquire, store, and use Aviation Fuel in all relevant jurisdictions; that it complies with all applicable aeronautical, fiscal, environmental, customs, and security requirements; and that all documentation and information provided to SUAT Fuels is truthful and complete. Any false statement or non-compliance justifies immediate suspension of supply.

10.4 Environmental Liability

From the moment of delivery, the Customer is solely responsible for correct handling, storage, and use of the Fuel; prevention of leaks, spills, or contamination; and compliance with applicable environmental regulations.

In the event of an environmental incident (e.g., spill, leak, or polluting vapour release), the Customer shall:

- d) Immediately notify competent authorities and SUAT Fuels;
- e) Activate containment and recovery protocols; and
- f) Assume all costs of cleaning, remediation, penalties, and damages.

10.5 Cooperation with Authorities

Both parties shall actively collaborate with regulatory, tax, customs, aeronautical, or environmental authorities requiring information or inspections related to this Agreement. The Customer shall hold SUAT Fuels harmless from negative consequences arising from the Customer's own non-compliance or failure to cooperate.

ARTICLE 11 — CONFIDENTIALITY, DATA PROTECTION AND INTERNATIONAL COMPLIANCE

11.1 Confidentiality

Both parties shall maintain in strict confidence all information exchanged under this Agreement of a technical, commercial, financial, operational, or strategic nature, including pricing conditions, customer and supplier names, analyses, and negotiation content. Disclosure requires prior written consent except where required by law, provided prior written notice is given to the disclosing party to the extent permitted. This obligation survives for five (5) years after termination.

11.2 Exceptions to Confidentiality

Information shall not be treated as confidential if it: is or becomes publicly available through no fault of the receiving party; has been legitimately obtained from a third party not bound by confidentiality; or has been independently developed without use of the disclosing party's information.

11.3 Personal Data Protection

Both parties declare compliance with applicable data protection regulations, including the EU GDPR and any applicable national legislation. Each party is responsible for obtaining required consents, implementing appropriate security measures, and facilitating the exercise of data subjects' rights.

11.4 International Sanctions Compliance

The Customer represents and warrants that it is not, directly or indirectly, listed on or linked to any person, entity, or jurisdiction sanctioned or embargoed by the EU, US (OFAC), UK (OFSI), UN, or other competent authority; and that it will not use the Fuel or Services for operations involving sanctioned routes, countries, or third parties. SUAT Fuels may suspend or refuse any supply without liability where there is a reasonable indication of a sanctions violation.

11.5 Anti-Corruption and AML

The Customer shall fully comply with all anti-corruption, anti-bribery (including FCPA and the UK Bribery Act), and anti-money laundering/counter-terrorist financing laws. The Customer shall not offer any undue advantage to any person connected with SUAT Fuels and shall cooperate with KYC verification processes. Breach of this article constitutes grounds for immediate termination without compensation.

ARTICLE 12 — TERM, EARLY TERMINATION AND CONSEQUENCES

12.1 Contract Term

This Agreement enters into force on the date of signature by both Parties (the "Effective Date") and has an initial duration of one (1) year, unless otherwise expressly agreed in writing.

12.2 Automatic Renewal

Unless either Party provides written notice of non-renewal at least thirty (30) calendar days prior to expiration, the Agreement shall automatically renew for successive one (1) year periods on the same terms, unless otherwise agreed in writing.

12.3 Early Termination for Just Cause

Either Party may terminate immediately upon written notice in the event of: material breach not remedied within ten (10) business days of written notice; insolvency, bankruptcy, or liquidation; fraud, document falsification, corruption, or violation of applicable law; repeated payment delays or failure of regulatory cooperation by the Customer; or breach by the Customer of tax, customs, environmental, or safety obligations.

12.4 Termination for Convenience by SUAT Fuels

SUAT Fuels may terminate the Agreement at any time without cause by giving written notice at least thirty (30) calendar days in advance. In such case, SUAT Fuels shall only be required to fulfil deliveries confirmed prior to the notice date.

[Note: The notice period for termination for convenience has been extended from 15 to 30 days to provide greater operational certainty for the Customer and reduce commercial risk exposure for SUAT Fuels.]

12.5 Consequences of Termination

Upon termination or expiration: all outstanding amounts become immediately due and payable; confirmed but uncanceled deliveries may be suspended or made subject to advance payment; and the Customer shall immediately return all documents, passes, and materials belonging to SUAT Fuels. Confidentiality, liability, indemnification, tax, and dispute resolution clauses survive termination.

12.6 No Waiver upon Termination

Termination does not release the Customer from obligations incurred during the Agreement's validity, nor affect SUAT Fuels' rights regarding deliveries already made or pending invoicing.

ARTICLE 13 — ASSIGNMENT, SUBCONTRACTING AND RESTRICTIONS

13.1 Assignment by the Customer

The Customer may not assign, transfer, or otherwise convey any contractual rights or obligations under this Agreement to any third party without SUAT Fuels' prior written consent. Any unauthorized assignment shall be null and void and shall constitute grounds for immediate termination.

13.2 Assignment and Subcontracting by SUAT Fuels

SUAT Fuels may freely subcontract logistics, storage, delivery, invoicing, and other operational services to third parties, and may assign contractual rights or obligations to group entities or authorized operators, provided this does not materially reduce the Customer's guarantees or alter the economic terms. SUAT Fuels remains responsible to the Customer for overall compliance.

13.3 Prohibition of Unauthorized Resale

The Customer may not resell, transfer, or dispose of Fuel supplied by SUAT Fuels to any third party (including aircraft under ACMI or wet lease) without prior express written authorization. Unauthorized resale constitutes a material breach entitling SUAT Fuels to cancel deliveries and seek damages.

13.4 Change of Corporate Control

The Customer shall immediately notify SUAT Fuels of any change in shareholding structure, corporate control, merger, acquisition, or business transfer that could affect solvency, performance capacity, beneficial ownership, or tax status. SUAT Fuels may cancel or renegotiate the Agreement if such change materially alters the accepted risk or operational conditions.

ARTICLE 14 — GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

14.1 Governing Law

This Agreement shall be governed exclusively by the laws of Spain, expressly excluding any conflict-of-law rules and the 1980 Vienna Convention on Contracts for the International Sale of Goods.

14.2 Prior Amicable Resolution

Before initiating any legal proceedings, the Parties shall: notify each other in writing of the dispute; designate representatives with authority to negotiate; and engage in good faith conciliation for at least fifteen (15) calendar days from receipt of the notice. Only if no agreement is reached may the Parties pursue available legal remedies.

14.3 Exclusive Jurisdiction

The Parties irrevocably submit to the exclusive jurisdiction of the Courts and Tribunals of Madrid (Spain) for any claim arising from or related to this Agreement, expressly waiving any other jurisdiction that might otherwise apply.

14.4 Urgent or Interim Measures

Nothing in this Agreement prevents either Party from seeking interim, precautionary, or urgent relief from competent courts to protect their rights or avoid irreparable harm, without this constituting a waiver of the amicable settlement obligation.

14.5 Language and Prevailing Version

This Agreement shall be executed in both Spanish and English. In the event of any conflict between the two versions, the Spanish version shall prevail as the legally binding text.

[Note: Action required: SUAT Fuels must prepare and execute a Spanish-language version of these GTC to ensure the prevailing-version clause is operative. The English version serves as a commercial and operational reference only.]

ARTICLE 15 — GENERAL AND FINAL PROVISIONS

15.1 Entire Agreement

This Agreement together with its Annexes constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, proposals, or communications, whether oral or written, relating to its subject matter. No representation or commitment shall be binding unless expressly set forth herein.

15.2 Amendments

Any amendment, extension, or novation of this Agreement must be in writing and signed by both Parties. No informal communication, including emails or phone calls, shall constitute a valid amendment.

15.3 Severability

If any provision is declared null, illegal, or unenforceable, such invalidity shall not affect the remaining provisions, which shall remain in full force. The Parties shall replace any affected clause with one that best reflects the original intent.

15.4 No Waiver

The failure of SUAT Fuels to exercise any right shall not constitute a waiver of that right or prevent its future enforcement.

15.5 Electronic Signature and Legal Validity

The Parties agree that this Agreement may be executed using qualified or simple electronic signatures, scanned digital signatures, or authorized electronic signing systems, all of which shall be valid, binding, and fully enforceable. The Agreement may be executed in counterparts, each deemed an original, together constituting one instrument.

15.6 Notifications

All notices shall be in writing and delivered to the address indicated on the cover page or contact annex. Notices are deemed duly delivered when: hand-delivered with signed acknowledgment; sent by certified mail with return receipt; or sent by email with read receipt or reply from an authorized account.

15.7 Priority of Documents

In case of contradiction, the following order of precedence shall apply:

- a) Any subsequent signed amendment or addendum to the Agreement;
- b) The main body of this Agreement; and
- c) Technical or commercial Annexes.