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Provisional text

JUDGMENT OF THE COURT (Eighth Chamber)

30 April 2025 (*)

(Reference for a preliminary ruling – Consumer protection – Directive 93/13/EEC – Articles 4 and 5 – Unfair terms in consumer contracts – Mortgage loan agreements – Term concerning loan arrangement fees – Plainness and intelligibility of the terms)

In Case C39/24,

REQUEST for a preliminary ruling under Article 267 TFEU from the Juzgado de Primera Instancia e Instrucción nº 6 de Ceuta (Court of First Instance and Preliminary Investigations No 6, Ceuta, Spain), made by decision of 2 January 2024, received at the Court on 15 January 2024, in the proceedings

Justa

v

Banco Bilbao Vizcaya Argentaria SA,

THE COURT (Eighth Chamber),

composed of S. Rodin (Rapporteur), President of the Chamber, N. Piçarra and N. Fenger, Judges,

Advocate General: D. Spielmann,

Registrar: A. Calot Escobar,

having regard to the written procedure,

after considering the observations submitted on behalf of:

– Banco Bilbao Vizcaya Argentaria SA, by Á. Cepero Aránguez, J.M. Martínez Gimeno and C. Vendrell Cervantes, abogados,

– the Spanish Government, by M.J. Ruiz Sánchez, acting as Agent,

– the European Commission, by J. Baquero Cruz, P. Kienapfel and N. Ruiz García, acting as Agents,

having decided, after hearing the Advocate General, to proceed to judgment without an Opinion,

makes the following

Judgment

1 This request for a preliminary ruling concerns the interpretation, first, of Article 4 of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29) and, second, of Article 7 of Directive 2014/17/EU of the European Parliament and of the Council of 4 February 2014 on credit agreements for consumers relating to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No 1093/2010 (OJ 2014 L 60, p. 34).

2 The request has been made in proceedings between Justa and Banco Bilbao Vizcaya Argentaria SA concerning the alleged unfairness of a contractual term relating to a loan arrangement fee.

The legal framework

European Union law

Directive 93/13

3 According to Article 3(1) of Directive 93/13:

'A contractual term which has not been individually negotiated shall be regarded as unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the consumer.'

4 Article 4 of that directive provides:

'1. Without prejudice to Article 7, the unfairness of a contractual term shall be assessed, taking into account the nature of the goods or services for which the contract was concluded and by referring, at the time of conclusion of the contract, to all the circumstances attending the conclusion of the contract and to all the other terms of the contract or of another contract on which it is dependent.

2. Assessment of the unfair nature of the terms shall relate neither to the definition of the main subject matter of the contract nor to the adequacy of the price and remuneration, on the one hand, as against the services or goods supplies in exchange, on the other, in so far as these terms are in plain intelligible language.'

5 Article 5 of that directive is worded as follows:

'In the case of contracts where all or certain terms offered to the consumer are in writing, these terms must always be drafted in plain, intelligible language. Where there is doubt about the meaning of a term, the interpretation most favourable to the consumer shall prevail. This rule on interpretation shall not apply in the context of the procedures laid down in Article 7(2).'

Directive 2014/17

6 Article 7 of Directive 2014/17, entitled 'Conduct of business obligations when providing credit to consumers', states, in paragraph 1:

'Member States shall require that when manufacturing credit products or granting, intermediating or providing advisory services on credit and, where appropriate, ancillary services to consumers or when executing a credit agreement, the creditor, credit intermediary or appointed representative acts honestly, fairly, transparently and professionally, taking account of the rights and interests of the consumers. …'

7 Under Article 43(1) of that directive:

‘This Directive shall not apply to credit agreements existing before 21 March 2016.’

Spanish law

Law 5/2019

8 Article 14 of Ley 5/2019, reguladora de los contratos de crédito inmobiliario (Law 5/2019 regulating property credit agreements) of 15 March 2019 (BOE No 65 of 16 March 2019), provides:

‘3. Expenses may be passed on or fees charged only for services connected with loans that have been definitively requested or expressly agreed by a borrower or potential borrower, provided that they correspond to services actually provided or to costs incurred which can be substantiated.

4. If an arrangement fee is agreed, it shall be payable only once and shall include all the costs of examining the application, processing or granting the loan or other similar costs inherent in the creditor’s activity caused by granting the loan. In the case of loans denominated in foreign currency, the arrangement fee shall also include any foreign exchange fee corresponding to the initial pay-out of the loan.’

The Order of the Office of the Prime Minister on the transparency of financial terms in mortgage loans

9 Annex II to the Orden del Ministerio de la Presidencia sobre transparencia de las condiciones financieras de los préstamos hipotecarios (Order of the Office of the Prime Minister on the transparency of financial terms in mortgage loans) of 5 May 1994 (BOE No 112 of 11 May 1994, p. 14444) provides in its Clause 4, entitled ‘Fees’:

‘1. Arrangement fee – all expenses relating to the examination of the loan application, the granting or processing of the mortgage loan, or other similar expenses inherent in the activity of the lending entity incurred in granting the loan, must be included in a single fee, known as the arrangement fee, and shall be payable only once. The amount, form and date of payment thereof shall be specified in that term.

…’

The dispute in the main proceedings and the questions referred for a preliminary ruling

10 On 3 November 2005, by an authentic instrument, Justa concluded a loan agreement secured by a mortgage with Banco Bilbao Vizcaya Argentaria.

11 In accordance with Article 4(1) of that agreement, the borrower was to pay, on signing the agreement, an arrangement fee corresponding to 0.25% of the capital loan.

12 Justa brought an action against Banco Bilbao Vizcaya Argentaria before the Juzgado de Primera Instancia e Instrucción nº 6 de Ceuta (Court of First Instance and Preliminary Investigations No 6, Ceuta, Spain), the referring court, seeking, inter alia, a declaration that the term providing for the arrangement fee is unfair.

13 In the order for reference, that court notes that, in the judgment of 16 July 2020, *Caixabank and Banco Bilbao Vizcaya Argentaria* (C224/19 and C259/19, EU:C:2020:578), the Court interpreted, inter alia, Directive 93/13 in relation to the review of the unfairness and of the requirement for transparency of the term contained in a loan agreement governed by Spanish law requiring the borrower to pay an arrangement fee. It states that, following that judgment, a number of national courts delivered decisions annulling terms providing for such a fee, which led the Tribunal Supremo (Supreme Court, Spain) to make a request for a preliminary ruling again concerning that term, giving rise to the judgment of 16 March 2023, *Caixabank (Loan arrangement fees)* (C565/21, EU:C:2023:212).

14 The referring court is uncertain whether the case-law of the Tribunal Supremo (Supreme Court) is compatible with that judgment.

15 In that regard, the referring court cites a judgment of the Tribunal Supremo (Supreme Court) of 29 May 2023, (816/2023, ES:TS:2023:2131), in which the latter court held that the arrangement fee, which remunerates the costs of examining, granting or processing the mortgage loan or credit, does not fall within the main subject matter of a loan agreement and may, therefore, be subject to review by the national court under Article 4(2) of Directive 93/13, while stating that a term providing for that fee is not, in itself, unfair. It is thus for that court to ensure that the consumer is able to understand the nature of the services supplied in exchange for the costs provided for, to ascertain that there is no overlap between the various costs provided for, to apprise himself or herself sufficiently, on the basis of the information provided by the financial institution under national legislation, of the economic content and the functioning of the term, even if the lender is not required to specify in the agreement the nature of all the services supplied in exchange for the opening fee, with the national court having to take into account, in that respect, the particular attention paid to such a contract term by the average consumer. In addition, the Tribunal Supremo (Supreme Court) requires the national court to ascertain that the cost of the arrangement fee is not disproportionate to the amount of the loan, in the light of the average cost of such a fee.

16 In those circumstances, the Juzgado de Primera Instancia e Instrucción nº 6 de Ceuta (Court of First Instance and Preliminary Investigations No 6, Ceuta) decided to stay the proceedings and to refer the following questions to the Court of Justice for a preliminary ruling:

(1) Does [EU] legislation preclude the interpretation by the [Tribunal Supremo (Supreme Court)] in relation to the arrangement fee, according to which the simple mention of the amount of the contract term in the mortgage instrument, and that the amount does not exceed the ceiling laid down, is sufficient for it to be held that the term is not unfair, in the light of Article 4(2) of Directive [93/13], on the ground of a lack of transparency, even though that term contains no indication of content or time?

(2) If the consumer is previously informed of the contract term in question and if that term is not understood to be included in the activity of bank lending, as indicated in Directive [2014/17], and if it is considered to be unrelated to the remunerative interest, should invoices not be drawn up and should the services in question not be definitively specified before the charge is passed on to the consumer, and would such omission to do so not be contrary to [EU] legislation by affecting the transparency of the contract term in question in a material sense?'

Consideration of the questions referred

Admissibility

17 In their written observations submitted to the Court, the defendant in the main proceedings, the Kingdom of Spain and the European Commission express doubts as to the admissibility of the present request for a preliminary ruling or, at the very least, the second question referred.

18 As regards the plea of inadmissibility concerning the request for a preliminary ruling, raised by the defendant in the main proceedings, this alleges that that request does not satisfy the requirements set out in Article 94 of the Rules of Procedure of the Court of Justice, since the referring court has not described the reasons why it has doubts as to the interpretation of EU law. It adds that the issue underlying the questions referred for a preliminary ruling has already been addressed by the Court in its judgment of 16 March 2023, *Caixabank (Loan arrangement fees)* (C565/21, EU:C:2023:212), with the result that an answer to those questions is no longer necessary.

19 In accordance with settled case-law, it is solely for the national court before which the dispute has been brought, and which must assume responsibility for the subsequent judicial decision, to determine in the light of the particular circumstances of the case both the need for a preliminary ruling in order to enable it to deliver judgment and the relevance of the questions which it submits to the Court. Consequently, where the questions submitted concern the interpretation of a rule of EU law, the Court is in principle bound to give a ruling (judgment of 19 September 2024, *Booking.com and Booking.com (Deutschland)*, C264/23, EU:C:2024:764, paragraph 34 and the case-law cited).

20 It follows that questions relating to EU law enjoy a presumption of relevance. The Court may refuse to give a ruling on a question referred by a national court only where it is quite obvious that the interpretation of a rule of EU law that is sought bears no relation to the actual facts of the main action or its purpose, where the problem is hypothetical, or where the Court does not have before it the factual or legal material necessary to give a useful answer to the questions submitted to it (judgment of 19 September 2024, *Booking.com and Booking.com (Deutschland)*, C264/23, EU:C:2024:764, paragraph 35 and the case-law cited).

21 In the present case, the questions referred concern, in essence, the interpretation of Article 4 and Article 5 of Directive 93/13 and Article 7 of Directive 2014/17. Moreover, it is clear from a reading of the request for a preliminary ruling as a whole that the referring court has defined with sufficient precision the factual and legal framework of the dispute in the main proceedings, within which it has made its request, so as to enable both the interested parties to submit their observations, in accordance with Article 23 of the Statute of the Court of Justice of the European Union, and the Court to provide a useful reply to that request. In particular, the referring court clearly referred to the national case-law at issue and to its doubts as to the compatibility of the judgment of the Tribunal Supremo (Supreme Court) of 29 May 2023 (816/2023, ES:TS:2023:2131) with Directive 93/13, as interpreted by the Court of Justice in the judgment of 16 March 2023, *Caixabank (Loan arrangement fees)* (C565/21, EU:C:2023:212). Those questions can also be inferred from the wording of the questions referred for a preliminary ruling by the national court and relate, in particular, to the criteria for assessing whether a term providing for an arrangement fee is transparent. They require further clarification of the judgment of 16 March 2023, *Caixabank (Loan arrangement fees)* (C565/21, EU:C:2023:212).

22 It follows that the plea of inadmissibility raised by the defendant in the main proceedings must be rejected.

23 As regards the inadmissibility of the second question referred for a preliminary ruling, the Kingdom of Spain and the Commission submit that Directive 2014/17, to which it relates, is not applicable *rationae temporis* to the dispute in the main proceedings.

24 By its second question, the referring court is uncertain as to the consequences of classifying the services remunerated by the arrangement fee in a way that excludes them, under Directive 2014/17, from the activity of bank lending. That question is based on the assumption that that directive is applicable to the dispute in the main proceedings.

25 It should be noted that, under Article 43(1) of Directive 2014/17, that directive does not apply to credit agreements existing before 21 March 2016. The credit agreement at issue in the main proceedings was concluded on 3 November 2005.

26 Thus, it must be held that Directive 2014/17, which the Court is asked, in essence, to interpret in the second question referred for a preliminary ruling, does not apply *ratione temporis* to the circumstances of the case in the main proceedings.

27 In those circumstances, it is quite obvious that the interpretation of EU law sought in the context of the second question referred bears no relation to the actual facts of the main action or its purpose. Accordingly, in accordance with the case-law referred to in paragraphs 19 and 20 above, the second question must be declared to be inadmissible.

Substance

28 By its first question, the referring court is asking, in essence, whether Article 4(2) of Directive 93/13 must be interpreted as precluding national case-law which, in the light of national legislation that provides that the arrangement fee is to remunerate services connected with the examination, granting or processing of the mortgage loan or credit or other similar services, considers that the term imposing such a fee on the borrower satisfies the requirement for transparency without that term specifying in detail the services supplied in exchange for the fee or the time needed to perform those services.

29 As a preliminary point, it should be noted that that question concerns the assessment of whether a term establishing an arrangement fee, such as the one at issue in the main proceedings, is in plain, intelligible language, and therefore transparent, within the meaning of Article 4(2) of Directive 93/13.

30 The Court has already held that contractual terms coming within the notion of the 'main subject matter of the contract', within the meaning of Article 4(2) of Directive 93/13, must be understood as being those that lay down the essential obligations of the contract and, as such, characterise it. By contrast, terms ancillary to those that define the very essence of the contractual relationship cannot fall within that notion (see, to that effect, judgments of 20 September 2017, *Andriciuc and Others*, C186/16, EU:C:2017:703, paragraphs 35 and 36, and of 21 March 2024, *Profi Credit Bulgaria (Services ancillary to a credit agreement)*, C714/22, EU:C:2024:263, paragraph 60).

31 The essential obligations of a credit agreement are that the lender undertakes, in particular, to make available to the borrower a certain sum of money and the latter undertakes, in particular, to repay that sum, usually with interest, on the scheduled payment dates (judgment of 21 March 2024, *Profi Credit Bulgaria (Services ancillary to a credit agreement)*, C714/22, EU:C:2024:263, paragraph 61).

32 In its judgment of 16 July 2020, *Caixabank and Banco Bilbao Vizcaya Argentaria* (C224/19 and C259/19, EU:C:2020:578, paragraph 64), the Court ruled that an arrangement fee cannot be considered to be an essential obligation of a mortgage loan agreement solely because it is included in the total cost of that agreement.

33 It is apparent from the explanations provided by the referring court on the applicable national legislation that the arrangement fee covers remuneration for services connected with the examination, granting or treatment of the loan or credit or other similar services inherent in the lender's activity, arising from the granting of the loan or credit.

34 In the light of the obligation to interpret Article 4(2) of Directive 93/13 strictly, the obligation to pay for such services cannot be regarded as forming part of the main obligations arising from a credit agreement as identified by the case-law cited in paragraph 31 above. It would be contrary to that obligation of strict interpretation to include in the concept of 'the main subject matter of the contract' all services which are merely associated with the main subject matter itself and are therefore ancillary within the meaning of the case-law cited in paragraph 30 above (judgment of 16 March 2023, *Caixabank (Loan arrangement fees)*, C565/21, EU:C:2023:212, paragraph 23 and the case-law cited).

35 That being said, the same requirement for transparency as that referred to in Article 4(2) of Directive 93/13 also appears in Article 5 of that directive, which provides that contractual terms in writing must 'always' be drafted in plain, intelligible language. As the Court has acknowledged, the requirement for transparency in the first of those provisions has the same scope as that referred to in the second of those

provisions (judgment of 16 March 2023, *Caixabank (Loan arrangement fees)*, C565/21, EU:C:2023:212, paragraph 28 and the case-law cited).

36 Therefore, in order to provide a helpful answer to the referring court, the view must be taken that, by its first question, that court is asking, in essence, whether Article 5 of Directive 93/13 must be interpreted as precluding national case-law which, in the light of national legislation that provides that the arrangement fee is to remunerate services connected with the examination, granting or processing of the mortgage loan or credit or other similar services, considers that the term imposing such a fee on the borrower satisfies the requirement for transparency without that term specifying in detail the services supplied in exchange for the fee or the time needed to perform those services.

37 In that regard, the Court has pointed out that the transparency requirement set out in Article 5 of Directive 93/13 cannot be reduced merely to those terms being formally and grammatically intelligible, but that, to the contrary, since the system of protection introduced by that directive is based on the idea that consumers are in a position of weakness vis-à-vis sellers or suppliers, in particular as regards their level of knowledge, that requirement, laid down by that directive, that the contractual terms are to be drafted in plain, intelligible language and, accordingly, that they be transparent, must be understood in a broad sense (judgment of 16 March 2023, *Caixabank (Loan arrangement fees)*, C565/21, EU:C:2023:212, paragraph 30 and the case-law cited).

38 Thus, that requirement must be understood as requiring not only that the term in question be grammatically intelligible to the consumer, but also that the contract set out transparently the specific functioning of the mechanism to which the term in question relates and, where appropriate, the relationship between that mechanism and the mechanism laid down by other terms, so that the consumer is capable of evaluating, on the basis of clear, intelligible criteria, the economic consequences for him or her which derive from it (judgment of 16 March 2023, *Caixabank (Loan arrangement fees)*, C565/21, EU:C:2023:212, paragraph 31 and the case-law cited).

39 It does not follow from that case-law that the lender is required to specify in the contract concerned the nature of all of the services provided in exchange for the charges laid down by one or more contractual terms. However, in the light of the protection that Directive 93/13 seeks to afford to the consumer by reason of the fact that he or she is in a weaker position vis-à-vis the seller or supplier, as regards both his or her bargaining power and level of knowledge, it is necessary that the nature of the services actually provided can reasonably be understood or inferred from a consideration of the contract as a whole. Furthermore, the consumer must be able to ascertain that there is no overlap between those various costs or the services for which those costs are paid (judgments of 3 October 2019, *Kiss and CIB Bank*, C621/17, EU:C:2019:820, paragraph 43, and of 16 March 2023, *Caixabank (Loan arrangement fees)*, C565/21, EU:C:2023:212, paragraph 32).

40 In that connection, in paragraph 70 of its judgment of 16 July 2020, *Caixabank and Banco Bilbao Vizcaya Argentaria* (C224/19 and C259/19, EU:C:2020:578), the Court of Justice stated that it is for the national court to determine whether the financial institution has provided the consumer with sufficient information to enable him or her to apprise himself or herself of the content and functioning of the term requiring him or her to pay an arrangement fee, and of the role of that term within the loan agreement. In this way, the consumer will be acquainted with the reasons justifying the remuneration corresponding to that fee and will thus be able to assess the extent of his or her commitment and, in particular, the total cost of that contract (judgment of 16 March 2023, *Caixabank (Loan arrangement fees)*, C565/21, EU:C:2023:212, paragraph 35 and the case-law cited).

41 The plain and intelligible nature of a term, such as the one at issue in the dispute in the main proceedings, must be assessed by the court having jurisdiction in the light of all of the relevant factual elements, in particular the wording of the term under consideration, the information which the financial

institution has provided to the borrower, including that which it is required to provide in accordance with the relevant national legislation, and the advertising by that institution in relation to the type of agreement entered into, by taking into account the level of attention which can be expected of an average consumer who is reasonably well informed and reasonably observant and circumspect (judgment of 16 March 2023, *Caixabank (Loan arrangement fees)*, C565/21, EU:C:2023:212, paragraph 40).

42 As regards the point at which the consumer must be informed, the Court has held that providing information, before concluding such a contract, on the terms of the contract and the consequences of concluding it is of fundamental importance for a consumer. It is on the basis of that information in particular that the consumer decides whether he or she wishes to be bound by the terms drawn up in advance by the seller or supplier (judgments of 9 July 2020, *Ibercaja Banco*, C452/18, EU:C:2020:536, paragraph 47, and of 12 January 2023, *D.V. (Lawyers' fees – Principle of an hourly rate)*, C395/21, EU:C:2023:14, paragraph 39).

43 In relation to a contract for legal services chargeable on an hourly basis, the Court stipulated that, although a seller or supplier cannot be required to inform the consumer of the final financial consequences of his or her commitment, which depend on future events that are unpredictable and beyond the control of that seller or supplier, the fact remains that the information which the seller or supplier is required to provide before the conclusion of the contract must enable the consumer to take a prudent decision in full knowledge of the possibility that such events may occur and of the consequences which they are likely to have with regard to the duration of the provision of legal services concerned (judgment of 12 January 2023, *D.V. (Lawyers' fees – Principle of an hourly rate)*, C395/21, EU:C:2023:14, paragraph 43).

44 In the present case, it must be observed that the term imposing on the borrower an arrangement fee of EUR 435, corresponding to 0.25% of the amount of the loan granted, is defined by the national legislation as remuneration for services connected with the examination, granting or processing of the mortgage loan or credit or other similar services. The requirement for transparency, which is intended primarily to ensure that the consumer is in a position to assess the financial consequences of a term such as the one at issue in the main proceedings, does not entail an obligation for the banking institution to specify precisely the nature of the services supplied in exchange for the arrangement fee, as follows from the case-law cited in paragraph 38 above, or the number of hours devoted to the provision of each of those services, provided that the term in question complies with the national legislative framework.

45 In order to provide a useful answer to the referring court, it may also be stated that it likewise does not follow from Directive 93/13 that the banking institution is required to provide the consumer with invoices detailing the nature of the services provided, as long as the national court is able to review whether those services were in fact provided. Such an obligation, by definition, would not be likely to facilitate the consumer's understanding before the conclusion of the contract, since the arrangement fee is paid only once, at the time the loan is granted, and invoicing takes place after the signing of that contract.

46 It must be borne in mind that the assessment of whether a contractual term, such as the one at issue in the main proceedings, is 'drafted in plain, intelligible language', within the meaning of Article 5 of Directive 93/13, must be carried out by the national court in the light of all of the relevant facts and taking into account all the circumstances attending the conclusion of the contract. In the context of that assessment, account must be taken, in particular, of the information which the institution provided to the borrower during the various stages preceding the signing of the loan agreement, including the information it is required to provide in accordance with national legislation. Such a case-by-case examination is all the more important since the transparent nature of a contractual term, as required under Article 5 of Directive 93/13, is one of the elements to be taken into account in the assessment of whether that term is unfair, which is for the national court to carry out pursuant to Article 3(1) of that directive (judgment of 3 October 2019, *Kiss and CIB Bank*, C621/17, EU:C:2019:820, paragraph 49). Thus, in principle, the unfairness of a

particular contractual term cannot be assumed, since such a characterisation may depend on the specific circumstances attending the conclusion of each contract, including the specific information provided by each seller or supplier to each consumer and whether those services were in fact provided.

47 In the light of the foregoing, the answer to the first question is that Article 5 of Directive 93/13 must be interpreted as not precluding national case-law which considers that a contractual term satisfies the requirement for transparency where it provides, in accordance with national legislation, for the payment by the consumer of an arrangement fee intended to remunerate services connected with the examination, granting or processing of a mortgage loan or credit or other similar services, which does not include a detailed description of the nature of those services or an indication of the time devoted to their performance, provided that the consumer has indeed been placed in a position to assess the economic consequences for him or her, to understand the nature of the services supplied in exchange for the costs provided for by that term and to ascertain that there is no overlap between the various costs provided for in the contract or between the services for which those costs are paid.

Costs

48 Since these proceedings are, for the parties to the main proceedings, a step in the action pending before the referring court, the decision on costs is a matter for that court. Costs incurred in submitting observations to the Court, other than the costs of those parties, are not recoverable.

On those grounds, the Court (Eighth Chamber) hereby rules:

Article 5 of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts

must be interpreted as not precluding national case-law which considers that a contractual term satisfies the requirement for transparency where it provides, in accordance with national legislation, for the payment by the consumer of an arrangement fee intended to remunerate services connected with the examination, granting or processing of a mortgage loan or credit or other similar services, which does not include a detailed description of the nature of those services or an indication of the time devoted to their performance, provided that the consumer has indeed been placed in a position to assess the economic consequences for him or her, to understand the nature of the services supplied in exchange for the costs provided for by that term and to ascertain that there is no overlap between the various costs provided for in the contract or between the services for which those costs are paid.

[Signatures]

* Language of the case: Spanish.