



# IBERDROLA

## GENERAL CONDITIONS OF THE LOW-PRESSURE NATURAL GAS SUPPLY CONTRACT

### 1.- PURPOSE OF THE CONTRACT

**1.1.-** The purpose of this Contract is the supply of natural gas by IBERDROLA CLIENTES, S.A.U. (hereinafter, IBERDROLA), at the Supply Point (CUPS) that corresponds to the address of the customer indicated in the Individual Terms & Conditions, as well as the provision of the additional services indicated, if applicable, in the Individual Terms & Conditions and whose terms and conditions are specified, if applicable, in the corresponding Specific Terms & Conditions.

**1.2.-** This supply contract is of a personal nature and the customer must therefore be at all times the actual user and legally entitled to the use of the natural gas supplied at the facilities identified in the contract, and may not use it for any purpose or in any other place other than those for which it was contracted and may not assign it or sell it to third parties.

**1.3.-** This contract will be governed by its stipulations and by current regulations, as stated herein, which are available on [www.iberdrola.es/clientes](http://www.iberdrola.es/clientes).

**1.4.-** The customer is hereby informed that IBERDROLA has a Code of Ethics to which all company professionals must adhere regardless of their job in the organisation and location of their activities. This Code of Ethics is available at [www.iberdrola.es](http://www.iberdrola.es).

### 2.- CONTRACT TERM AND EXTENSION

**2.1.-** The Contract shall enter into force on the date on which it is signed and shall be valid for the term specified in the Individual Terms & Conditions.

**2.2.-** The Contract shall be extended automatically for the same term if neither of the parties gives the other written notice of its wish to terminate it at least fifteen (15) calendar days before the date of expiry of the Contract or of any of its extensions.

**2.3.-** Notwithstanding the above, the entry into force of this Contract shall be subject to a Client solvency check. As a result of the aforementioned solvency check, or in the event of non-payment, IBERDROLA may make the provision of supply conditional on the Client's giving an adequate payment guarantee in the form of a deposit or a bank guarantee using the format provided by IBERDROLA, as applicable. IBERDROLA shall return the guarantee to the Client after the Contract's termination, reserving the right to withhold from it the amount of any outstanding charges and any other charges resulting from any other breach by the Client. If the customer has not provided the guarantee within one (1) month of being required to do so by IBERDROLA, this Contract shall be terminated without any obligation to provide compensation in favour of the customer.

### 3.- TERMINATION OF THE CONTRACT

**3.1.-** This Contract shall be terminated at the end of its term; by mutual agreement of the parties; for breach of contract of either party, especially in the event of non-payment of any amount owed under this Contract, including the deposit guarantee; and by waiver by either of the parties provided notice is given by a means that makes it possible to keep a record of its receipt, without prejudice to the compensation obligations set forth in the following points.

**3.2.-** In the event of unilateral termination by either party during the first year of the Contract, the terminating party will be required to pay a penalty to the other party as established, where pertinent, in the Particular and/or Economic Conditions of the Contract.

**3.3.-** If the Contract is terminated due to non-payment, the customer shall be required to pay IBERDROLA the amounts owed plus the agreed late-payment interests, and also compensation calculated in accordance with the provisions set forth in section 3.2, if applicable, as payment for damages. Failure to provide the guarantee set out in Clause 2.3 is excepted, in which case the customer shall not be required to pay any late payment interest or compensation.

### 4.- CUSTOMER AUTHORISATIONS

**4.1.-** By signing this Contract, the customer authorises IBERDROLA to make a request on its behalf to change the supplier to the Distributor and to do whatever is necessary to amend or terminate any existing supply Contract the customer has in effect with other retailers before the date of this Contract.

### 5.- QUALITY OF SUPPLY

**5.1.-** The supply must be effected in the conditions of quality established by regulations in effect (Royal Decree 1434/2002, Sections 63-65) and in any regulations that supersede or amend these provisions, based mainly on the continuity of energy supply (number and duration of power cuts) and product quality (quality of gas and odourisation).

**5.2.-** The distribution company for the area is responsible for the availability and quality of the supply in accordance with the provisions of the legislation in force.

**5.3.-** Breach of the supply quality standards shall give rise to the billing discounts set forth in Section 66 of Royal Decree 1434/2002 or any amending or superseding regulations. IBERDROLA shall handle any claims against the Distribution Company for rebates and discounts that the Distributor must apply to the customer in the event of breach of supply quality and shall, upon acknowledgement of the same, transfer them to the bill.

### 6.- METERING EQUIPMENT

**6.1.-** The installations and metering equipment shall be connected by the Distribution Company in accordance with the conditions and within the time limits set forth by regulations in effect (Royal

Decree 1434/2002, Sections 48 to 51) or by regulations that replace or amend them.

**6.2.-** The customer shall grant IBERDROLA and the distribution company free access to the metering equipment for tasks related to installation, reading, inspection, maintenance, control and verification. The Client shall also facilitate access to the usage data.

**6.3.-** In the event that the installed natural gas meter or other components are installed on a rental basis, the prices to be billed for it shall be those established by the regulations in force at all times, which shall be billed by the distribution company to the retailer. These prices include the following tasks, performed by the Distributor: installing or adapting equipment, maintenance, checking and validation of usage. If the meters were rented directly through the Marketing Entity or if additional metering services were offered, the agreed upon price will be shown in the Individual Terms & Conditions. This amount includes: installation, maintenance, reading and validation of usage.

### 7.- PRICE

**7.1.-** The price of supply and additional services shall be established in the Specific Terms & Conditions.

**7.2.-** Price changes: prices shall be updated in accordance with what has been established in the Individual Terms & Conditions.

**7.3.-** The access usage charges, fees, mains and service connection and inspection charges, equipment rental and other regulated items legally payable to the Distributor shall be at the customer's expense. IBERDROLA shall pay the Distributor for these regulated items and pass on the cost to the Client in a single bill as part of the supply price.

Specifically, in the event that there are fees on common gas pipelines or other fees, the Client will be billed the amounts that the Distributor bills to the Marketing Entity for this as regards the Client's supply point.

IBERDROLA shall also pass on to the Client any amount claimed by the Distributor for re-billings or as a result of official inspection reports concerning the Client's supply point.

**7.4.-** Changes in the access usage fees, as well as any other inclusion, variation or change of any other regulated items, activities or values that may be approved by the Administration and to be applied during the time this Contract is effective shall be automatically transferred to the prices and shall not be understood to modify the contracting conditions as established in Clause 14 in any way.

**7.5.-** If, for any reason, a change occurs in the access rate group assigned by the Distribution Company to the customer's supply point, IBERDROLA shall apply to the Contract all the prices in force for that access rate group and the benefits, which, if applicable, are in force for that access rate group, on the date of the signing or renewal of the Contract under the same applicable conditions that existed on that date.

### 8.- BILLING AND PAYMENT

**8.1.- Billing:** IBERDROLA will bill the Client according to the meter readings taken by the Distributor. However, IBERDROLA reserves the right to issue estimated usage bills provided by the Distributor in accordance with the regulations in force, in the event of the absence of readings, by applying criteria of proportionality as regards the usage and time of the same period of the previous year or, failing that, the preceding months in which meter readings were taken. If usage data for the preceding months are not available, estimates will be made using criteria of proportionality as regards other clients with the same characteristics. For these purposes IBERDROLA may prepare supplementary billings once the actual usage is known, in accordance with the regulations in force.

The billing frequency shall be as indicated in the Individual Terms & Conditions and will depend in any event on the frequency with which the Distributor provides IBERDROLA with the metre readings.

Bills shall give details of the amount of electricity consumed, the prices agreed and other billing items. The bill shall give details of the taxes and surcharges included in the price including, as appropriate, any others that may be approved by the public authorities while the Contract is in force.

IBERDROLA shall charge the amount of additional contracted services, if applicable, on the bill by means of a single annual payment or a payment divided into equal instalments, as laid out in the Individual Terms & Conditions. In both cases, the corresponding amount shall be charged on the first supply bill that is issued after the service is contracted.

E-billing: Customers who have expressed the wish to receive e-bills may download them from the Customer Virtual Office at [www.iberdrola.es](http://www.iberdrola.es), once they have received an e-mail at the address provided by them to inform them that the bill is available. Clients may log in to the Online Customer Office using the user name and password provided to them by IBERDROLA, subject to the terms of use available from the Office.

**8.2.- Payment:** The period for payment shall be as indicated in the Particular Conditions. If the last day of the payment period is a Saturday or a public holiday, the payment period shall end the first working day that follows it. Payment of the guarantee deposit, supply price and any additional services, as the case may be, shall be settled by the following methods: (i) credit card; (ii) direct debit from the bank account designated by the Client in the Particular Conditions, made (7) days following receipt by the bank of the payable bill amount; (iii) at the accounts indicated by IBERDROLA; or (iv) money order or similar means for cases in which there the previous systems cannot be utilised. When the contract has been concluded by telephone, internet or outside an IBERDROLA retail establishment, payment shall be made via direct debit to a bank account.

The payment shall match the actual or estimated usage for the billing period or a fixed monthly instalment if such instalment has been agreed upon. The fixed monthly instalment shall be fixed in accordance with past usage with a review every six months, and shall be standardised annually with the actual usage.

**8.3.- Late payment:** Delay in payment, whether total or partial, by either party shall incur, without the need for prior notice, annual late-payment interest equal to the legal interest rate, plus two

(2) percentage points based on the day following the scheduled date of payment.

Without prejudice to the foregoing, in the event of non-payment, and in compliance with the requirements set forth in Royal Decree 1720/2007, IBERDROLA may notify the credit reporting agencies of incidents of non-payment, after giving the Client notice, in accordance with Clause 12 below.

Also, information related to incidences of non-payment that users have incurred shall be included in the Distributor's Supply Point Information System, to which the marketing entities that request it may have access.

**8.4.- Supply interruption:** IBERDROLA may instruct the Distribution Company to interrupt the supply to the customer in accordance with the legislation in force if, after the deadline for payment of any amount due has elapsed and after IBERDROLA has given the customer prior notice in writing, full payment of past-due bills has not been made.

The exercise by IBERDROLA of its right to interrupt the service does not relieve the Client of the obligation to pay the amount of the billing outstanding under the Contract.

Also, the Distributor may interrupt supply temporarily for technical reasons, in accordance with legislation in force, when there are reasons of safety or force majeure or to perform maintenance, repair, replacement or improvement tasks on the gas facilities.

**8.5. Termination of the contract:** If the deadline for interruption of the supply has passed without full payment of past-due bills having been made, IBERDROLA shall be legally entitled to terminate the Contract, after giving the customer prior notice in writing. IBERDROLA shall not engage in a new contract with the Client in question until the Client has paid all the amounts outstanding, including the late-payment interest accrued and any expenses incurred in interrupting and restoring the supply, and any guarantee of payment that may be required, if applicable, by IBERDROLA in the terms established in Clause 2.3 has been provided.

**8.6.- Allocation of payments:** Before payment of the principle, the customer must pay the corresponding late-payment interest and any other expenses that may be due.

If the Client has other supplies contracted with IBERDROLA and makes partial payments, the Client shall be entitled to specify to which of the debts the payment should be allocated, in the terms specified in the Spanish Civil Code. If the Client does not exercise this right, once the interest and expenses have been covered, the payments shall be allocated to the longest outstanding bills for any supply or service provided by IBERDROLA. Under no circumstances may the deposit or guarantee provided be applied unilaterally by the customer to pay past-due bills.

### 9.- RESPONSIBILITIES

**9.1.-** IBERDROLA shall be responsible unto the customer for the supply of natural gas and the contracting of access to the grid in the conditions set forth by applicable legislation and by this Contract.

**9.2.-** The customer shall be responsible for their internal installation, for carrying out the mandatory revisions and/or inspections, and for keeping the receiving installations in perfect condition, including appliances that use the supply, and for making proper use of the same.

**9.3.-** The distribution company in the area shall be responsible for operation, network maintenance, and the availability and quality of supply, in accordance with applicable regulations.

**9.4.-** The parties agree that force majeure and fortuitous events shall release from liability.

### 10.- ASSIGNMENT AND SUBROGATION

**10.1.-** The ownership of the Contract may be changed by informing IBERDROLA in a verifiable manner, as long as the customer is up to date with payments. This notification must contain the new Client's conformance, which must state their personal information and registered address for receiving bills, the tax identification number and the direct debiting information. The new customer shall continue under contract under the same conditions agreed by the previous holder, who shall be refunded, as the case may be, the deposit or guarantee provided, and a new deposit or guarantee shall be provided by the new customer where applicable, in accordance with Clause 2.3. If a new customer is subrogated in the Contract, the new customer shall take on all the rights and obligations that corresponded to the previous holder of the Contract.

**10.2.-** IBERDROLA may assign the Contract, or the rights and obligations arising from the same, to any investee, related or successor company of IBERDROLA that may in the future provide the service object of the Contract, and needs only notify the customer to this effect.

### 11.- REMOTE CONTRACTING

**11.1.-** The parties agree that all matters related to the execution and performance of the Contract, including serving notices and contracting other products and services that IBERDROLA may offer the customer, may be performed by telephone or telematic means using password and security systems provided by IBERDROLA and/or using the contact and communication addresses indicated by the customer.

**11.2.-** The parties hereby agree to grant full legal validity to the consent granted by the customer as to allowing the personal identification of the same by means of passwords and/or codes provided by IBERDROLA, under the terms of use of the same.

### 12.- PROCESSING OF PERSONAL DATA FOR HANDLING THE CLIENT'S CONTRACTUAL RELATIONSHIP WITH IBERDROLA.

**12.1.-** In accordance with the provisions of the Data Protection Act (LOPD) 15/1999, the customer is hereby informed that the data provided in this Contract and any other data subsequently deriving from the contractual relationship will be included in a customer file owned by, and under the responsibility of IBERDROLA CLIENTES, S.A.U., with company tax code A-95758389 and registered address at Plaza Euskadi, 5, 48009 Bilbao, which guarantees its security and confidentiality during data

processing, to manage the customer's contractual relationship with IBERDROLA.

The Client is responsible for the truthfulness of the data provided at all times to IBERDROLA, and agrees to request its modification whenever necessary in order to ensure proper provision of the contracted services.

**12.2.-** If the management of this Contract requires the disclosure of personal data of private individuals other than those responsible for contracting, the customer is obligated to inform the owner of that data, explicitly and in advance, of the content of this clause and to obtain the owner's consent, before disclosure of said data, by virtue of Section 5.4 of the LOPD (Data Protection Act).

**12.3.-** The customer is hereby informed that IBERDROLA may consult credit reporting agency records if it needs to assess the financial solvency of the interested party and that, based on such consultations, IBERDROLA may make decisions with legal effects or consequences that affect the party, even preventing the entry into force of this Contract or conditioning its validity to the provision of a payment guarantee. However, IBERDROLA shall always give the Client the opportunity to make any representations they consider relevant in order to defend their rights or interests.

The Client is hereby informed that if payment is not made in the terms set forth in Clause 8 above, and all the requirements of Royal Decree 1720/2007 are met, the details concerning the non-payment may be notified to the aforementioned credit reporting agencies.

**12.4.-** The customer is hereby informed that the data related to this Supply Contract shall be communicated to the Spanish Tax Authorities (Agencia Tributaria) for the purposes set forth in the General Taxation Act 58/2003 and/or Act 36/2006 on measures for the prevention of tax fraud, as well as to any other public administration body for legally defined purposes.

Also, the customer is hereby informed that information necessary for managing access to the grid shall be communicated to the Distributor and shall be included in the Distributor's Supply Point Information System, managed by the Distributor and to which the Office for Switching Suppliers and marketing entities that request it may have access. The Client may expressly prohibit the dissemination of this information by writing to the Distributor, unless the Client has not made payment, in which case it shall consist of their CUPS and the information about their non-payment.

**12.5.-** Customers may exercise their rights of access, rectification, objection and cancellation of their personal data by writing to IBERDROLA CLIENTES, S.A.U., Oficina del Cliente, Apartado de Correos nº 1732, 28080 Madrid, or through any of the IBERDROLA channels: Customer Service telephone number 900 225 235, e-mail: Oficina\_cliente\_DICOM@iberdrola.es, as well as any of the IBERDROLA Customer Service Points, providing their name and address and presenting valid documentary proof of their identity.

### 13.- PROCESSING OF PERSONAL DATA FOR SENDING COMMERCIAL COMMUNICATIONS

**13.1.-** The customer expressly grants their consent to have the personal information that they have provided included in the potential customer file, whose owner and responsible entity is IBERDROLA CLIENTES, S.A.U., with company tax code A95758389 and registered address at Plaza Euskadi, 5, 48009, Bilbao, Spain, for promotional purposes of offering the customer, in a segmented and customised manner, information about own or third-party products and services promoted by IBERDROLA. The families of products or services about which you will receive information will be concerning energy, telecommunications, finance, the home and entertainment. If the Client does not wish to have their information processed by IBERDROLA for promotional purposes, they may indicate this by ticking the box provided for this purpose in the Commercial Communications section of this Contract's Individual Terms & Conditions.

**13.2.-** In order to comply with the provisions of the E-commerce and Information Society Services Act 34/2002 and the General Telecommunications Act 9/2014, the customer is hereby informed, and expressly authorises IBERDROLA to send commercial communications through the electronic means provided. Such communications may consist of the promotional information indicated in the first paragraph of these terms and conditions. If the Client does not wish to receive any commercial communication by electronic means, they may indicate this by ticking the box provided for this purpose in the Commercial Communications section of this Contract's Individual Terms & Conditions.

The Client is responsible for the truthfulness of the data provided at all times to IBERDROLA, and agrees to request its modification whenever necessary in order to ensure quality in our communications.

**13.3.-** The customer may revoke their consent for the sending of commercial communications by electronic and/or conventional means by writing to Oficina del Cliente, Apartado de Correos nº 1732, 28080 Madrid, Spain, providing their identification details and address, or through any of the IBERDROLA channels: Customer Service telephone number 900 225 235, e-mail: lssi@iberdrola.es, as well as any Customer Service Point.

### 14.- MODIFICATION OF THE CONTRACT'S TERMS AND CONDITIONS

**14.1.-** Any change of the conditions set out in this contract, unless it is a result of amendments to applicable regulations or of a binding decision issued by a legal or administrative authority, shall be notified to the customer at least fifteen (15) days before its coming into force, informing of the customer's right to terminate the contract without penalty, should the customer disagree with such change.

**14.2.-** If there is any discrepancy between the General Terms and Conditions of the Contract and the Individual or Special Terms and Conditions, the order of prevalence shall be the Special, the Individual and then the General Terms and Conditions.

### 15.- RIGHT OF DISCONTINUANCE

**15.1.-** If the Contract is formalised remotely (by phone or the Internet) or outside the business premises and the customer is understood to be both consumer and user, the consumer customer shall be entitled to withdraw from this Contract without the need to justify its decision and with no penalty of any kind, within a maximum period of fourteen (14) days from the time the Contract is formalised. Supply contracts associated with a marketing, business, trade or professional activity of the customer are excluded from the right for discontinuance.

For this purpose, the customer may withdraw from the Contract by sending the Withdrawal Document provided in the website to IBERDROLA or by calling the Customer Service telephone number 900 225 235, or by any other unequivocal means of notification of its desire to withdraw from the Contract.

### 16.- CLAIMS, APPLICABLE LEGISLATION AND JURISDICTION

**16.1.-** Customers may make claims that they deem pertinent, related to this Contract, by writing to IBERDROLA CLIENTES, S.A.U., Apartado de Correos nº 61090 - 28080 Madrid, Spain, or by using any of the channels made available to them by IBERDROLA: Customer Claims Service telephone number 900 225 235, e-mail: clientes@iberdrola.es, on www.iberdrola.es/clientes, as well as at any IBERDROLA Service Point. For customers residing in Catalonia, also at C/ Marina 16 - 18, planta 39 C, 08005 - Barcelona

**16.2.-** Once a complaint has been lodged, if it remains unresolved for a period of one (1) month or if it is rejected, the customer may submit the complaint to the regional Consumer Arbitration Boards for matters in which IBERDROLA has submitted to such arbitration.

**16.3.-** If the complaint is not submitted to the Consumer Arbitration Boards or if these Boards are not competent to resolve the dispute, end users who are natural persons may submit the dispute to the Ministry of Industry, Energy and Tourism, when such disputes refer to their specific rights as end users, including the rights set out in the Electricity Sector Act 24/2013 and notwithstanding the powers of the other public administrations. The applicable procedure shall be approved by an order issued by the Minister of Industry, Energy and Tourism. The above procedure does not apply to disputes that are regulated by regulations other than legislation specifically protecting the rights of end users of electricity.

**16.4.-** These General Conditions shall be governed to all intents and purposes by Spanish legislation. The parties hereto submit to the Courts of the place where the service is provided.

## SPECIFIC CONDITIONS GAS MAINTENANCE SERVICE

### 1.- PURPOSE

The purpose of these Specific Conditions is the provision by IBERDROLA CLIENTES, S.A.U. (hereinafter, IBERDROLA) of the Additional Service for Maintaining Natural Gas Installations as indicated in the Particular Conditions and within the scope defined below.

**1.1. GAS MAINTENANCE SERVICE.** Maintenance service for the CLIENT's natural gas installations and appliances, with the following scope:

**1.1.1. Annual Diagnostic Visit:** Includes a scheduled annual diagnostic inspection and maintenance for:

a) Individual gas-receiving installation, performing the following operations: seal test, pressure testing, inspection of the ventilation of the premises, anchors, distance from other ducts, knocks, flexible connections and defects on the exposed pipes.

b) Gas appliances with a capacity of less than 70 kW: water heaters, boilers and domestic appliances for cooking, except ceramic gas cookers; performing the following operations based on the need determined by the type of appliance: verifying operation with start-up, checking seals, analysing combustion by-products and measuring ambient CO.

c) Hydraulic heating circuit: inspecting the exposed circuit, checking seals, verifying valves, bleeders and lockshield valves, and bleeding radiators if necessary.

**1.1.2. Repairing defects or breakdowns:** On detection or notice from the CLIENT of any defect or breakdown affecting the elements mentioned in point 1.1.1 reviewed during the Diagnostic Visit, the affected element shall be corrected or repaired free of charge for labour, up to a limit of 3 hours, and materials for all operations described in the scale, up to the maximum amount shown in the particular terms and conditions. Service coverage is restricted to two repairs in each valid annual period. If the CLIENT requests another repair after having made two repairs, the CLIENT will be informed that the desired repair is not covered by the GAS MAINTENANCE SERVICE and will be billed in full according to the provided estimate with no entitlement to discount of any sort for labour or materials. In any case, travel will be free of charge.

**1.2. Exclusions.** The following is excluded from the scope of the GAS MAINTENANCE SERVICE:

- Inspections, assistance or repairs provided by persons unrelated to IBERDROLA and any damage that they may cause.

- Breakdowns in elements belonging to electricity or gas distribution companies, who are liable for their repair.

- The installation of elements not supplied by IBERDROLA or IBERDROLA-certified technicians for the provision of the service.

- Thermostats, control systems or other external elements to gas devices that are not mentioned in section 1.1.1.

- The correction of defects or breakdowns that are the result of a defective gas installation and/or any substantial change or modification made to the installation and/or gas appliances,

whenever such changes or modifications have not been made by IBERDROLA.

- The repair of defects or breakdowns arising from negligent, improper or malicious use by the CLIENT of the installations mentioned in section 1.1.1.

- Elements, appliances and/or parts of the installation that are not visible and/or not accessible because they are obstructed or covered by furniture, structure of the premises or other objects, including equipment installed outside the home or premises that, due to their placement, are rendered inaccessible or have no appropriate outlets/inlets available to perform the described tests.

- The replacement or improvement of elements contemplated in this contract, including cases arising from changes or modifications in applicable legislation.

- Facilities with a capacity greater than 70 kW, ceramic gas cookers and/or different water heater appliances, boilers or domestic appliances for cooking; and installations for commercial or industrial uses.

- The guarantee does not cover the repair of gas appliances older than 10 years or hydraulic heating installations belonging to residents' facilities.

- Also excluded is damage caused by the elements covered in the contract or due to their lack of operation, personal injury or material damage caused by misuse or poor maintenance, injury to third parties, damage caused to the elements due to freezing, fire, explosions, floods or other disasters.

- IBERDROLA is not liable for delays or interruptions in the execution of services in the event of strikes, riots, serious weather events and other events of force majeure.

### 2. SERVICE TERMS AND CONDITIONS:

IBERDROLA shall provide THE GAS MAINTENANCE SERVICE in accordance with the following terms and conditions:

- Annual maintenance visits will adapt to IBERDROLA procedures and follow the routes and schedules defined by IBERDROLA, which shall be coordinated with the CLIENT sufficiently in advance.

- The CLIENT must allow IBERDROLA service personnel to perform the work necessary for furnishing the GAS MAINTENANCE SERVICE. In particular yet not all-inclusive, the CLIENT must grant access to the installations and equipment contemplated for the present Service in addition to provide IBERDROLA with updated contact data at all times for the necessary installation, replacement and maintenance operations. Failure of the client to observe this condition may result in the termination of the contract.

- The CLIENT will have the right to request that IBERDROLA repair a maximum of two breakdowns during each valid annual period with the scope and exclusions referred therein. The CLIENT shall be liable for the appropriate and justified use of the breakdown notices sent to IBERDROLA.

- The CLIENT will be given the corresponding visit report or breakdown correction report, as applicable, explaining the anomalies that were detected and the proposed/completed corrective actions. The report must be received by the CLIENT, and a signed copy returned to IBERDROLA as proof of receipt.

- There will be a minimum six-month warranty on all repairs, effective from the repair completion date.

- The maintenance contract is assigned to the installations and equipment that are being maintained, located in the home indicated in the Particulars Terms & Conditions, such that if the CLIENT moves to another home, the contract cannot be transferred, but it can be passed on to the new occupant, with notice given to IBERDROLA concerning the change.

- Performance of the visits stipulated in this service does not exempt or replace execution of the regular inspections that must be carried out by the gas distribution company in accordance with Royal Decree 919/2006.

- IBERDROLA will attend to the breakdowns in the installations and equipment included within the scope within a maximum term of 2 business days (considered to be Monday through Friday, from 8 am to 8 pm, with the exception of national holidays) from the date of the annual maintenance visit or receipt of notice for the CLIENT.

- If IBERDROLA cannot guarantee service through no fault thereof but rather through causes including yet not limited to danger of the area, any type of aggression directed towards IBERDROLA technicians, deficient hygienic conditions of the dwelling, the CLIENT's reiterant refusals to seal an installation requiring or intended for an annual maintenance visit, etc., IBERDROLA reserves the right to rescind the present contract and will not be held liable for any cost whatsoever.

- IBERDROLA may request the CLIENT's voluntary participation when undertaking internal quality controls, which are always conducted by duly certified personnel.

- Early termination of the GAS MAINTENANCE SERVICE initiated by the CLIENT before the end of each annual period for the provision of the service shall require the client to pay the price set for the full valid annual period that has not yet been paid, though the client shall remain entitled to continue using the service during this period.

- Termination of the natural gas supply contract with IBERDROLA will not necessarily entail cancellation of the GAS MAINTENANCE SERVICE unless the client expressly requests it.

### 3. LIABILITIES AND EXCLUSIONS:

**3.1.** IBERDROLA shall solely be liable for the proper execution of the work contemplated in this Contract. In particular, it will not be held liable for:

- Personal injury or material damage resulting from undue use or preservation by the CLIENT.

- Damage caused to any element or its operation unless it is the cause of such damage.

- Injury to third parties caused by the covered elements.

- Acts of God and force majeure.

**3.2.** The parties hereby agree that force majeure and acts of God shall exonerate them from liability.