



# **Specific Conditions**



# 1. PURPOSE

The purpose of these Specific Conditions is to describe the **I+PACK MOBILIT**Y service provided by IBERDROLA CLIENTES, S.A.U. (hereinafter, IBERDROLA).

I+PACK MOBILITY includes the (1.1) I+REPAIR MOBILITY, (1.2) I+HELP MOBILITY services, as well as a discount promotion on Public Charging

The terms and conditions of this promotion can be consulted at https://bit.ly/BBLL-IPackMobility-Iberdrola

#### 1.1. I+REPAIR MOBILITY

This service consists of sending a qualified technician to the customer's home to repair internal mechanical, electronic and/or electrical faults relating to a charging point. The scope also includes repair or replacement of the mobile cable due to theft, attempted theft and vandalism.

### 1.1.1 Age of the charge point

The age of the charge point will be determined on the basis of the purchase date, which will be justified by the customer by means of a receipt or purchase invoice.

#### 1.1.2. Scope

For charge points up to and including 10 years old, the costs of travel, labour, parts and taxes necessary for the repair of such breakdowns are covered (hereinafter referred to as the "Repair Cost"). The technician, once the visit has taken place, will provide the customer with a breakdown of the Repair Cost.

There will be no annual limit on repair interventions, with an annual limit on Repair Costs of €300 (hereinafter, the "**Annual Maximum Limit**"), including all applicable taxes..

For charge points older than 10 years, travel costs and the first 3 hours of labour are covered. The Customer must pay the cost of the parts and the number of labour hours in excess of 3 hours and will be invoiced upon presentation of a quotation and acceptance of the same by the Customer. There will be no limit on the number of interventions.

Notwithstanding the above, regardless of the age of the charging point, with respect to the following breakdowns, the scope is only for travel and the first 3 hours of labour, the cost of the parts being borne by the Customer, and with no limit on the number of interventions:

- Corrosion or rust, whether caused by normal wear and tear or accelerated by inappropriate environmental or climatic circumstances, sand, dust, humidity or inappropriate salinity.
- Software updates.
- Faults caused by incorrect installation or installation that fails to meet the regulations, inadequate ventilation, inappropriate modifications or the use of non-original spare parts.
- Defects or faults caused as a result of repairs, modifications or disassembly or de-installation of the appliance by a technician not authorised by IBERDROLA.
- Operational faults or defects caused by the software or firmware installed in the appliance.

#### 1.1.3. Dealing with faults

The fault will be dealt with within a maximum of two (2) working days from the time of notification by the customer, excluding Saturdays, Sundays and public holidays, except in the case of force majeure.





# **Specific Conditions**

The fault service deadline is considered to have been met when the technician has contacted the customer within the period set and offered at least one appointment within the maximum period mentioned above. The deadline will not be considered unfulfilled if the customer requests a visit at another time.

#### 1.1.4. Exclusions

The following are expressly excluded from the scope of the service:

- Charging points, the use of which is not exclusively for domestic purposes.
- Enamels, paints, nickel plating, chrome plating, cosmetic parts and components or other parts which do not affect the internal operation of the equipment.
- Faults resulting from abnormal, negligent or improper use of the equipment.
- Accidental damage to or dents in the appliance caused by external objects.
- Consequential damage to the set, so long as it has not been caused by an internal operating fault.
- Maintenance or servicing of the equipment, such as adjustments or periodic cleaning or overhaul.
- Any part considered consumable by the manufacturer.
- Claims for the loss of use of the equipment due to a lack of replacement parts from the manufacturer.
- Faults resulting directly or indirectly from: fires, natural phenomena of an extraordinary or catastrophic
  nature (floods, storms, hurricanes, earthquakes, volcanic eruptions, etc.), events arising from terrorism,
  riots, disturbances or legal or illegal demonstrations, nuclear reaction or radiation, armed conflicts,
  actions by the armed forces in times of peace and events classified by the responsible administration
  as catastrophes or calamities.
- Any type of fault or damage caused by the existence of asbestos in the appliance.
- Civil liability of any kind.

#### 1.1.5. Replacement payment for unfeasible repair

If the repair cannot be carried out for any justified reason (e.g. lack of spare parts), the customer will be entitled to receive the Replacement Payment for infeasible repair, the amount of which will depend on the age of the equipment as indicated below:

- €300 per charging point per year, for charge points less than 5 years old.
- €250 per charging point per year, for charge points older than or equal to 5 years and younger than 7 years.
- €200 per charging point per year, for charging points older than or equal to 7 years and younger than 9 years.
- €150 per charging point per year, for charge points older than or equal to 9 years and younger than 11 years.

The Repair Cost in the same annual period will be deducted from the amount of the Replacement Payment. A Replacement Payment can only occur once during each annual period during the term of the contract. For this purpose, IBERDROLA will gather the corresponding data (Brand, Model, Serial No.) at the time the service is provided. The Replacement payment will only be made into national accounts held in banks operating in Spain.

#### 1.2. I+HELP MOBILITY

Includes the following services:





## 1.2.1 Holiday solution

The customer may request a replacement electric or combustion vehicle 15 days a year. Reservation of a group "C" combustion or electric engine rental vehicle for 15 calendar days per year to be used over a maximum of two periods. The customer may use the vehicle for a greater number of days, in which case they must pay the cost associated with the excess days.

The request must be made at least 15 days in advance. This service is limited to Spanish territory (including Melilla, Ceuta and the islands).

#### 1.2.2 Customer transfer

In the event the vehicle cannot been charged due to a failure of the charge equipment or failure of the charge system, transfer of the beneficiaries to their destination. This service is limited to Spanish territory (including Melilla, Ceuta and the islands) and a maximum annual cost of €100 (the "Maximum Annual Limit").").

In the event that the maximum cost exceeds this amount, IBERDROLA will inform the customer so they can decide whether or not they wish to make use of the transfer. If accepted by the customer, the excess will be paid by the customer.

#### 1.3 CUSTOMER REQUIREMENTS

Owners or titleholders of an electric vehicle leasing contract resident in Spain.

#### 1.4. INVOICING COSTS EXCEEDING THE LIMITS

The Customer's request for any of the included services may involve costs that are not included.

In particular, but not limited to, the following cases could occur:

- The repair cost for the charging point, when added to the repair costs incurred in a year for the charge point, fully or partially exceeds the Annual Cost Limit. And the additional costs on top of those included in the service.
- The cost to transfer the beneficiary is more than €100.
- Exceeding the 15-day time limit for holiday car rental.

In these cases, the Customer, upon presentation of a quotation and its acceptance, will be billed and must pay the amount of these non-inclusive costs at their expense.

### 1.5. GUARANTEE

Repairs to the charging point will have a guarantee of six (6) months from the completion date of the repair.



### 2. SERVICE PROVISION TERMS AND CONDITIONS

#### 2.1 Contract activation

A grace period of thirty (30) calendar days is established from the effective date of the contract (defined in Clause 3.1 to this contract), during which the service included in I+PACK MOBILITY may not be used.

## 2.2. Service request

The customer may request any of the services:- By calling the IBERDROLA Technical Support Service hotline.





#### 2.3. Terms and conditions for service provision

IBERDROLA will provide the service included in I+PACK MOBILITY under the following conditions:

- In the event that the action requested by the customer is not covered because it falls within any of the aforementioned exclusions, the expenses incurred will be invoiced, for which a corresponding prior quotation will be submitted for approval by the customer.
- IBERDROLA will be responsible solely for the correct execution of the work described in this Contract. Specifically, it will not be responsible for:
  - Personal injury or material damage resulting from inappropriate use or maintenance.
  - Damage caused to any element or to the functioning thereof unless caused by IBERDROLA itself.
  - Injury to third parties caused by the covered elements.
  - Acts of God and force majeure. IBERDROLA is not responsible for delays or impediment in the
    execution of the services in the event of strikes, riots, serious weather events and other events of
    force majeure.



## 3. DURATION, RENEWAL AND CANCELLATION OF THE SERVICE

#### 3.1. Duration and renewal

I+PACK MOBILITY will enter into force on the date on which the Contract is signed and its duration will be annual. The grace period of thirty (30) days will commence from that time. I+PACK MOBILITY will be automatically renewed on an annual basis unless either of the parties gives notice to the contrary at least fifteen days prior to the termination of the contract.

#### 3.2 Cancellation

The Customer may terminate I+PACK MOBILITY at any time without penalty, provided they have not made use of the Holiday Solution service. This termination will become effective on the date duly notified by the Customer.

If the Customer decides to terminate I+PACK MOBILITY before the end of the applicable annual period of service provision, and if they have made use of the Holiday Solution service, they will be obliged to pay the price set and not yet paid for the entire applicable annual period, retaining the right to use the service during this period.

Without prejudice to the joint contracting of the services covered by I+REPAIR MOBILITY, I+HELP MOBILITY and the Replacement Car included under I+PACK MOBILITY, the Customer may freely withdraw at any time from one or more of these services, in which case only the selected service/s will remain in force. In this event, the price of the service/s that is/are maintained will become the price applicable by IBERDROLA to the service/s as if they had been contracted independently and the customer will no longer receive the Replacement Car service