

ECONOMIC CONDITIONS OF AIR CONDITIONING PROTECTION SERVICE INDIVIDUAL CONDITIONS

The service comprises repair at the home corresponding to the Supply Address listed on the Contract carried out by a qualified technician, subject to the Annual Cost Limit, of faults in individual direct expansion climate control equipment installed in homes for private use, of its cooling circuit, of drain pipes and of the equipment's electrical connection. It includes air conditioning installations and/or split, multisplit or ducted heat pump installations.

If the climate control equipment cannot be repaired for any justified reason (e.g., lack of spare parts), the client will be entitled to receive the Replacement Payment for unfeasible repair according to the amounts established below less the cost of possible repairs already carried out in the same annual contractual period.

The Replacement Payment does not correspond to heating equipment over 10 years old.

Annual Cost Limit: The Annual Cost Limit is €300, including all applicable taxes. In the case of equipment over 10 years old, travel and 3 man hours are included in the repair; any parts are the responsibility of the Customer.

Replacement Payment for unfeasible repair: The replacement payment for a non-repairable fault due to a justified case will vary depending on the age of the equipment according to the following:

- €300 per year for equipment newer than 5 years.
- €250 per year for equipment of at least 5 and not older than 7 years.
- €200 per year for equipment of at least 7 and not older than 9 years.
- €150 per year for equipment of at least 9 and not older than 11 years.
- €0.00 per household appliance and year, for household appliances older than 11 years.

Price: The Price, Annual Cost Limit and Replacement Payment will be updated on 1 January of each year in which the contract is effective according to the CPI, considered to be the actual accrued value for the November-to-November period of the year prior to the application of the variation of the general Consumer Price Index published by the Spanish National Institute of Statistics.

Service Duration: The duration of this service shall be the period established with IBERDROLA for the electricity or natural gas supply contract for the client's home. There is a vesting period for using the service of 30 calendar days from the date the Contract becomes effective as defined in the Specific Conditions.

SPECIFIC CONDITIONS

1. PURPOSE

The purpose of these Specific Conditions is the provision by IBERDROLA CLIENTES, S.A.U. (hereinafter, Iberdrola) of the additional AIR CONDITIONING PROTECTION service as indicated in the Particular Conditions and with the scope defined below:

1.1 Air Conditioning Protection

The service comprises home repair at no additional cost, so long as it does not exceed the Annual Cost Limit defined in the Particular Conditions, by a qualified technician of mechanical, of faults in air conditioning equipment and its installation indicated in the Particular Conditions, located at the home corresponding to the Supply Address listed on the Contract.

1.2 Service requirements

1.2.1 Associated Supply Contract

This service must be linked to an electricity supply contract with a contracted power capacity of no greater than 15 kW, or a low-pressure natural gas supply contract with rate 3.1 or 3.2. If the customer increases the supply point's contracted electricity power above 15 kW or switches to a gas rate of 3.3 or greater, this service will be cancelled.

1.2.2 Age of the climate control equipment

The age of the appliances covered by this service shall be determined by the purchase date, which must be proven by the customer by means of the purchase receipt or bill.

1.3 Scope

1.3.1 For equipment less than 10 years old:

The service covers the cost of travel, labour, parts and taxes necessary for repairing faults. The sum of all these costs will hereinafter be referred to as the Repair Cost. After the visit, the technician will give the Repair Cost itemisation to the client.

There is no annual limit on the number of repairs, although there is an Annual Cost Limit as shown in the Particular Conditions.

Should the Repair Cost handed to the customer following the visit exceed the Annual Cost Limit, the provisions of clause 1.6 shall apply. 1.3.2 For equipment equal to or more than 10 years old: Travel and the first 3 man-hours are covered. The cost of the parts shall be borne by the Customer.

The cost of the parts and/or if the number of hours needed for the repair is more than 3 hours, the Customer must pay for this and will be billed on presentation of the quotation and its acceptance by the Customer.

1.4 Warranty

Repairs will have a warranty of six months from the completion date of the repair.

1.5 Exclusions

The scope of Service excludes:

- Climate control equipment older than 10 years.
- Services in commercial or industrial facilities and, in general, installations and equipment whose purpose goes beyond exclusive domestic use.
- Centralised climate control installations serving more than one home, portable equipment, installations that are not permanent or not located at the power supply point with which the service is associated and climate control equipment that uses technology other than those expressly included in the scope.
- Installations or equipment under warranty.
- The repair of equipment or parts of the installation that the technician cannot see and/or access.
- Enamels, paints, nickel/chrome plating, parts and aesthetic components or other parts that do not affect the internal workings of the appliance.
- Corrosion or rust, whether or not caused by normal use or wear of the equipment or accelerated because of unfavourable environmental or weather conditions, sand, dust, humidity or inappropriate salinity.

- Faults occurring as a consequence of abnormal, negligent or inadequate use of the equipment or installation, accidental damage or any type of action of external origin.
- Appliance maintenance or conservation operations such as greasing, adjustment or regular cleaning or inspections. CCEP y CCEE PC-2018-01-ENG
- Any part that the manufacturer considers to be a consumable.
- Claims for loss of use of the equipment because of lack of manufacturer's spare parts.
- Faults arising from the direct or indirect effects of a fire and extraordinary or catastrophic phenomena.
- Faults caused by installation that is incorrect or fails to meet regulations, inappropriate modifications or the use of non-original spare parts.
- Consequential damage to equipment, providing the damage was not caused by an internal working fault, or damage caused to elements that are not part of the covered installation and, in general, third-party liability of any sort.

1.6 Billing for costs that exceed the limits

If the repair cost of the climate control equipment and its installation, when added to the repair costs during one year, fully or partially exceeds the Annual Cost Limit, the customer shall bear these excluded costs, which will be billed thereto after first presenting the quote to the customer and receiving the customer's acceptance thereof.

1.7 Replacement Payment for unfeasible repair

If the repair cannot be carried out for any justified reason (e.g. lack of spare parts), the client will be entitled to receive the Replacement Payment for unfeasible repair, the amount of which will depend on the age of the climate control equipment as indicated in the Particular Conditions. The cost of possible repairs carried out in the same year will be deducted from the Replacement Payment. The Replacement Payment can only occur once during each annual period during the term of the contract and for each piece of equipment. For this purpose, Iberdrola will gather the corresponding data (Brand, Model, Serial No.) at the time the service is provided.

2. SERVICE PROVISION CONDITIONS

2.1 Contract activation

There is a vesting period of thirty (30) calendar days from the date the Contract becomes effective (defined in clause 3.1 of this contract), during which the Service cannot be used, hence repair requests made during this period will not be attended.

2.2 Service request

The client may request the Service:

- By calling the Technical Support Service hotline.
- By visiting an Iberdrola Customer Service Point in person.

2.3 Fault attention

The fault will be attended within two (2) working days following notification, save force majeure, excluding Saturdays, Sundays and public holidays.

The fault assistance term is considered to be fulfilled when the technician has contacted the client within the established period and offered at least one appointment time within the aforementioned maximum period. The term will not be considered unfulfilled if the client requests a visit at another time.

2.4 Service terms and conditions

Iberdrola shall provide the AIR CONDITIONING PROTECTION service in accordance with the following terms and conditions:

- If it is found that the repair requested by the client is not covered because it is included in one of the aforementioned exclusions, the client will be billed for the expenses incurred and the corresponding quote will first be issued for the client's approval.
- Iberdrola shall be solely responsible for the correct execution of the work described in this contract. Specifically, it shall not be liable for:
 - Personal injury or material damage resulting from misuse or improper maintenance.
 - Damage caused to any element or its operation unless it is the cause of it.
 - Injury to third parties caused by the covered elements.
 - Acts of God and force majeure.
- Iberdrola shall not be liable for delays or impediments in the execution of services in the event of strikes, riots, serious weather events and other events of force majeure.

3. SERVICE EFFECTIVE DATE, DURATION, RENEWAL AND CANCELLATION

3.1 Effective date

If the electricity or natural gas supply contract associated with this service is new, the present Contract will become effective on the effective start date of the electricity or natural gas supply with Iberdrola notwithstanding the established vesting period. If this service is added to an already existing electricity or natural gas supply contract, the present Contract will become effective on the signing date of this Contract notwithstanding the established vesting period.

3.2 Duration

The duration of this service shall be the period established with Iberdrola for the electricity or natural gas supply contract for the customer's home.

3.3 Renewal

The service will renew annually, simultaneously with the renewal of its associated electricity or natural gas supply, unless otherwise notified by any of the parties with at least fifteen days advance notice of contract termination.

3.4 Termination

Either party may cancel the service at any time with no penalty whatsoever. However, if the service is associated with an energy supply that includes a promotion, the Particular and Specific Conditions of the energy supply contract in this regard shall apply.

Likewise, this service will also be terminated if the client terminates the associated electricity or natural gas contract with Iberdrola.

The cancellation will become effective on the date when the party requesting cancellation has duly notified the other party. If the customer switches the retailer for the electricity or natural gas supply contract, the service will be terminated as of the date on which the Distributor company notifies Iberdrola of this change in retailer.