Electrical Emergencies for Businesses

Special Conditions

1. Contracted products and special conditions

Electrical Emergencies for Businesses:

includes assistance and repair of electrical emergencies within 3 hours, emergency assistance with plumbing, locksmithing and glazing, with travel and 3 hours of labour, access to the repair and renovation service, as well as IT assistance and personalised energy advice.

	Tariff 2.0 Power <15kW	Tariff 3.0 Power <25kW	Tariff 3.0 25kW <Power <50kW
Price before tax	€9.95/month	€11.95/month	€13.95 /month
Price after tax	€12.04/month	€14.46/month	€16.88/month
Discount: 50% on **Electrical Emergencies for Businesses** during the first 2 months.			
Additional information: Not applicable			

2. Duration

The duration of this service shall be the same as that of the energy contract and shall be automatically renewed each year, unless either party notifies the other otherwise. If you wish to cancel, you must notify Iberdrola Clientes customer service at least 15 days before the end of the contract, using any of the available channels. The service has a 30-day grace period, which means that it cannot be used until 30 days after registration. The exception is the energy advice service, for which this period shall be 6 months. The prices and annual limits for products and services shall be updated on 1 January each year in line with the CPI.

Customers may cancel the service at any time without penalty by notifying us through the aforementioned channels.

3. Taxes

Taxes and tax rates in force at any given time shall be added to these prices and shall be itemised on the invoice:

Indirect taxes (VAT, IGIC, IPSI):

- **Mainland Spain:** Value Added Tax (VAT) is applied to the price of goods, products and services (21% or 5%, or as applicable by law).
- **Canary Islands:** Canary Islands General Indirect Tax (IGIC) is applied (0%, 3% or 7%, or as applicable by law).
- **Ceuta and Melilla:** Production, Services and Import Tax (IPSI) is applied (1% or 4%, or as applicable by law).

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4. Other conditions

Electrical emergencies: Includes assistance within three (3) hours of notification, covering the cost of repairs carried out by an authorised installer, up to an annual limit of:

- Installations with 2.0 TD tariff and power <15kW: €300/year.
- Installations with a 3.0 TD tariff and power < 25kW: €500/year.
- Installations with a 3.0 TD tariff and 25kW ≤ power ≤ 50kW: €700/year.

Includes: all applicable taxes, travel, parts and labour, with no annual limit on the number of callouts.

Other emergencies: Includes assistance for the main trades: plumbing, locksmithing and glazing, within three (3) hours of notification, with travel costs and the first 3 hours of labour FREE.

Access to the Repair and Renovation Service, with extensive geographical coverage, with a service guarantee in terms of response times, the prices charged by the professional and the quality of the work carried out.

IT support service provided via chat and remote control by specialist technicians or by telephone, with an unlimited number of support sessions and no time limit. The services provided are: help with using applications, resolving computer issues, and system administration and configuration. Support hours:

- Monday to Friday and local public holidays: 9 a.m. to midnight.
- Saturdays, Sundays and national holidays: 10 a.m. to 6 p.m.

If the customer requests the service from the Support Centre outside the hours stated above, they shall be attended to as soon as possible on the next working day.

On-site assistance may be provided to resolve issues that cannot be resolved by the Support Centre. The customer shall be informed in advance of the cost of the work to be carried out, which must be approved by the customer. This includes service guarantees in terms of response time, professional fees and quality of work.

Energy Advice Service: This service includes monthly reports with detailed consumption trends in euros and kWh, consumption history and regular personalised recommendations for possible savings on your energy bill and the smart solutions that best suit your business.

This energy advisory service is subject to a minimum annual consumption of 1,500 kWh, in order to ensure that potential energy-saving and efficiency measures are identified.

Basic Business Legal Advice Service: IBERDROLA offers its customers access, by calling 900 22 45 22 or through any IBERDROLA channel provided for this purpose, to a telephone legal advice service covering all types of questions that may arise in the context of business or professional activity and within the legal system governed by Spanish law, without issuing a written judgement on them.

This service will be provided from Monday to Friday from 9 am to 8 pm non-stop.

Enquiries made within the department's opening hours are dealt with within the same day in which the call has taken place, whenever the Client can be contacted on the telephone numbers(s) he/she has given, unless the Client states that he/she wishes to be contacted at a later time.

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Iberdrola

Electrical Emergencies for Businesses

Specific Conditions

1. What is the subject matter of the contract?

The subject matter of these Specific Conditions is the provision by IBERDROLA CLIENTES, S.A.U. (hereinafter, IBERDROLA) of the independent services included in **ELECTRICAL EMERGENCIES FOR BUSINESSES** as indicated in the Special Conditions, with the scope described below:

1.1. Electrical Emergencies

1.1.1. Scope

The service includes assistance, within 3 hours of receiving notification from the customer, for an electrical emergency in the event of a power failure at the location of the energy supply contract associated with this service.

An electrical emergency is understood to be an unforeseen and sudden event in the user's private electrical network that causes a power failure throughout the premises or in any of its rooms, excluding garages, storage rooms, annexes, swimming pools and outdoor lighting.

The user's private electrical network is defined in the Low Voltage Electrotechnical Regulations, Royal Decree 842/2002 of 2 August 2002. The element that separates the networks of the residents' association and the end user is the metering device, the latter being included in the end user's network.

When the customer is an end user within an owners' association, the part of the network owned by the owners' association shall be excluded.

In the event of an electrical emergency in the customer's private electrical network, the service covers the cost of repairs carried out by an authorised installer, up to the annual limit set out in the Special Conditions.

This limit shall be updated on 1 January of each successive year in which the contract remains in force. The increase shall correspond to the CPI, considered as the actual accumulated value for the period from November to November prior to the application of the increase of the general Consumer Price Index, published by the National Institute of Statistics.

1.1.2. Exclusions

The following are excluded from the scope of the service:

- Premises whose electricity supply has a contracted power greater than 50KW.
- When the repair of the fault requires the replacement of sockets, switches or other devices, they shall be replaced with standard items at the installer's discretion, unless the CUSTOMER supplies different replacement parts at their own expense.
- The repair of electrical appliances, electronic devices, computers, air conditioners, pumps, heaters, motors, fans, generators, solar panels, antennas and any electrical device, whether or not it is integrated into the customer's premises.
- The repair or replacement of lighting elements such as lamps, bulbs or fluorescent tubes.
- Repair of measuring devices when these are owned by the electricity distribution company.
- Repair of electrical faults occurring outside the customer's private premises, as described above.
- Consequential damage due to total or partial failure of the electricity supply.
- The damage caused intentionally by the Customer or with their connivance.
- Those in which no fault has been found.
- Those in which the fault does not meet the conditions described that qualify it as an emergency.
- Services in commercial or industrial premises and, in general, those that do not correspond to the address or premises referred to in the contract.
- Services that the Customer has carried out or contracted on their own behalf, unless they have been previously authorised by IBERDROLA.

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- The repair of installations that do not comply with the regulations in force at the time of repair.

1.1.3. Service support

24-hour telephone service, 365 days a year for emergencies. IBERDROLA shall be responsible for responding to any type of emergency at the customer's premises within three (3) hours of receiving the notification.

Repair and renovation services shall be provided within a maximum of two (2) working days, excluding Saturdays, Sundays and public holidays, from the time of notification, except in cases of force majeure.

The service response time for these services is considered to have been met when the technician has contacted the customer within the established period and offered an appointment within the maximum period mentioned above. If the customer requests a visit at another time, the deadline shall not be considered to have been missed.

1.1.4. Billing for costs exceeding the limits

If the cost of the breakdown or repair added to the repair costs incurred in a year exceeds the Annual Cost Limit in whole or in part, the customer shall be responsible for paying the amount of these costs not included and shall be invoiced upon presentation of a quote and its acceptance by the customer.

1.2. Other emergencies

1.2.1. Scope

The professional must visit the customer's address stated as the Supply Address within 3 hours of receiving the notification. Emergency assistance shall be provided in the following cases:

- **Plumbing:** breakage of fixed water pipes on the customer's premises.
- **Glazing:** breakage of exterior glass, unprotected installations.
- **Locksmith services:** opening of the main door to the premises. Does not include keys or lock cylinders.

1.2.2. Billing for costs exceeding the limits

The service includes the professional's travel costs and the first three (3) hours of labour required for the repair, with any excess hours being billed to the customer. The price at which these hours or fractions of an hour will be billed shall be detailed in a pricelist updated annually. The materials used in the repair shall always and in all cases be paid for by the customer.

1.3. Repair and renovation service

A repair and renovation assistance service is available to customers for energy-related services and other breakdowns and repairs pertaining to the business, with extensive geographical coverage.

The cost of the work and services requested and any other expenses incurred in the performance of the aforementioned services shall always be borne by the customers. The price of these services shall be determined by the corresponding estimate, which shall be adjusted to the rates of a pricelist that may be updated annually.

There is no excess, and a grace period of thirty (30) days is established from the effective date of the contract with which this service is associated.

The service includes the professional's travel costs. The quote has a cost of €45 for travel, which shall be deducted from the accepted quote.

The hourly rates applied by the professional shall be agreed in advance by IBERDROLA with the successful bidder.

1.4. Basic Business Legal Advice

The service is provided for factual situations that occurred in Spanish territory and to which Spanish law is applicable, with jurisdiction corresponding to the Spanish Judges and Courts, and always in the interest of compliance with the applicable legal system.

The service is personal and non-transferable, and may not be used for matters in which the USER is not the owner of the legal relationship in question. The content of the legal advice provided to the USER by LEGÁLITAS Lawyers may not be used for any purpose other than the strict personal use thereof; public dissemination of such legal advice shall require the express authorisation of LEGÁLITAS.

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In order to maintain the quality of the service, LEGÁLITAS may agree to suspend the telephone answering service if irregular, fraudulent or non-contractual use is detected, including, by way of example, those cases in which the volume and diversity of queries leads to the presumption that they are being made in the interest of third parties other than the USER; when it comes to the knowledge of the operator(s) attending to the query(ies) that the USER is incapacitated de facto or de jure; if impersonation of the USERS is detected; when repeated queries are made that are not related to the purpose of the service; or in cases in which the lack of knowledge of the language makes mutual understanding impossible.

1.4.1. Legal advice

The USER may seek advice from LEGÁLITAS lawyers by telephone or email to consult on legal issues that arise in the course of their business or professional activities (corporate, taxation, personal data processing, intellectual property, e-commerce, hiring employees, unfair competition, vehicles used for business purposes, business premises, relations with the administration, industrial property, relations with customers and suppliers).

The queries shall deal with the matters included in these terms and conditions and may be answered by LEGÁLITAS Lawyers at the same time they are raised, and at the latest within a maximum period of three days, excluding Saturdays, Sundays and national holidays, depending on the complexity of the matter raised.

The service includes the review of the documentation relating to the legal issue raised. LEGÁLITAS reserves the right to reply only verbally, and may resolve in writing in those cases where this is deemed necessary. The drafting of reports or opinions, as well as mediation services, are expressly excluded from the service. In the event that the legal matter in question is being processed by the courts, LEGÁLITAS may assist the USER in the manner indicated in the PERSONAL ASSISTANCE IN LAW OFFICES section.

1.4.2. 24H Legal emergencies

The telephone legal advice service can be used by USERS 24 hours a day, every day of the year, the only requirement being that it is a legal emergency, as defined in these terms and conditions:

1.4.3. In-person attention in law offices, with preferential conditions

The service includes in-person attention, under preferential conditions, at the law offices of the NATIONAL NETWORK OF LEGÁLITAS COLLABORATING LAW OFFICES that corresponds to the legal matter in question.

1.4.4. Drafting of contracts and documents

The service includes the drafting of extrajudicial (non-judicial) documents and contracts required by the USER, provided that it is considered relevant, necessary and useful at the discretion of the Lawyer.

LEGÁLITAS will prepare and/or draft such documents in accordance with the data provided by the USER, and shall send them to the USER by the agreed electronic means. Except in the case of administrative documents, the maximum time limit for drawing up the documents shall be three working days after the USER has provided the data necessary for the documents to be drawn up. In the event that the document requested from LEGÁLITAS is subject to a legal deadline, the USER must send LEGALITAS all the documentation and information necessary for its preparation at least 3 working days prior to its expiry (5 working days in the case of traffic and motor vehicle offences, stating the date and manner of receipt of the communication and, where appropriate, the details of the driver).

LEGÁLITAS is not responsible for the accuracy of the data provided by the USER and therefore assumes no liability whatsoever in the event of inaccuracy or failure to update such data, or for the adverse result of the processing entrusted to it. The USER must cooperate with LEGÁLITAS in any clarifications or formalities that may be necessary for the correct operation of the service. In the event that the information provided by the USER to LEGÁLITAS is inaccurate, and that this results in any kind of damage, LEGÁLITAS may require the USER to repair the damage. If the USER does not submit the documentation in due time, LEGÁLITAS shall not be liable for the failure to submit the relevant document in due time, nor for any consequences that may arise therefrom.

Excluded from the service are the revision of tariffs and the drafting of the following documents relating to: procedures relating to industrial or intellectual property; arbitration proceedings; forms to be submitted to any type of public administration, specifically tax authorities; those specific to agency services; proceedings

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or formalities before Property or Mercantile Registries; labour conciliations; complaints before professional associations that have no legal basis; extraordinary appeals for review arising from cases that have not been previously advised or processed by Legálitas; general or partial urban development plans; and, in general, any document that requires subsequent judicial or notarial presentation or recording in a public deed.

1.4.5. Management of claims against individuals and companies, including the handling of such claims

LEGÁLITAS hereby assumes the management of claims on behalf of the USER against individuals and companies.

The service consists of legal advice on the validity of the claim and its legal consequences, if any, as well as its processing with respect to the third party; this processing will consist of sending it by a valid and legally accepted means (bureaufax, registered letter or equivalent means).

The USER must provide due cooperation for the provision of this service, including providing, where appropriate, a copy of the documentation accrediting their identity, complete identification details of the other party, as well as all the information that helps to support the claim.

1.4.6. Negotiations on behalf of the customer with the opposing party

The service includes the negotiation of the USER's interests with the opposing party in those cases in which, in the opinion of the Lawyer, it contributes to improving the USER's legal situation.

1.4.7. Processing the services cancellation

LEGÁLITAS undertakes to process the cancellation of any ongoing service contracts that the USER may have signed: telecommunications, energy or insurance, among others. The service consists of legal advice on the validity of the cancellatioon and its legal consequences, if any, as well as its processing with respect to the provider; this processing will consist of sending the request to terminate the contract by a valid and legally accepted means (bureaufax, registered letter or equivalent means).

This provision will not apply to contracts for the sale of goods, contracts for services that are not provided on a continuous basis (transport, repair workshops, training, among others), or to banking or investment services.

The USER must provide due cooperation for the execution of this service, including providing, where appropriate, a copy of the documentation accrediting their identity, complete identification details of the contract whose cancellation is requested, or the communications received by the supplier in response to the cancellation request.

1.4.8. Personal assistance in law firms

When the matter, due to its nature and viability, must be presented in person at a Law Office, LEGÁLITAS will make available to the USER its NATIONAL NETWORK OF COLLABORATING LAW OFFICES, referring the USER to the appropriate Law Office according to the procedure in question. The service provided by the Law Office to whom they are referred shall be based on the estimate and order form that it may formalise with the USER, notwithstanding the fact that the first consultation related to the subject of the referral is included in the service. In the event of referral for the filing of legal proceedings, neither the fees of the lawyer, court lawyer and other professionals necessary for the processing of said legal proceedings, nor the legal costs, if applicable, shall be included in the contracted service.

The professional assignment by the USER to one of the collaborating Law Offices of the National Network entails the establishment of a legal relationship different and independent from the one described in these general terms and conditions, which the USER will maintain directly with the professional firm to which the assignment is made under a leasing of services typical of the lawyer-client relationship, LEGALITAS remaining outside such relationship.

1.4.9. Service terms

The user may use LEGÁLITAS services from 09:00 a.m. to 8:00 p.m. on the Spanish mainland from Monday to Friday, except national holidays. Queries or documentation arriving outside these hours shall be deemed to have been received on the following working day at 9:00 a.m.

Consultation hours will be 24 hours a day, every day of the year for urgent matters. Emergency situations shall be understood to be those indicated in section II of this Contract.

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1.4.10. User conflict and conflict of interest

The service may not be provided in case of conflict of interest. A conflict of interest shall be deemed to exist, among other cases, when a LEGÁLITAS USER makes a claim or requests advice against LEGÁLITAS or a company in which LEGÁLITAS has a direct or indirect interest; against the company or entity collaborating with or promoting the Service, specifically IBERDROLA; or when two LEGÁLITAS USERS with conflicting interests in the same matter coincide.

1.5. Guarantees

Repair work shall be guaranteed for six months from the date of completion of the repair.

1.6. Associated supply point

The **ELECTRICAL EMERGENCIES FOR BUSINESSES** service must be associated with an electricity supply contract for a supply point with a contracted power of less than or equal to 50 kW. If the Customer increases the contracted electrical power of the supply point above 50 kW, this service shall be cancelled.

2. Conditions for the provision of services

2.1. Activation of the contract

A grace period of thirty (30) calendar days from the date of entry into force of the Contract (defined in clause 3.1 of this contract) is established, during which the urgent electrical breakdown services, other emergencies, repair and renovation services, and IT assistance included in the **ELECTRICAL EMERGENCIES FOR BUSINESSES** service may not be used. In the case of the energy advice service, a waiting period of 6 months shall be established.

2.2. Solicitud del servicio

Customers may request the **ELECTRICAL EMERGENCIES FOR BUSINESSES** service by:

- Calling the IBERDROLA Technical Assistance Service telephone number.
- Visiting an IBERDROLA Customer Service Point.

2.3. Conditions for the provision of services

IBERDROLA shall provide the **ELECTRICAL EMERGENCIES FOR BUSINESSES** service under the following conditions:

- If it is found that the action requested by the Customer is not covered because it falls under one of the aforementioned exclusions, the Customer shall be billed for the expenses incurred.
- IBERDROLA shall only be liable for the correct execution of the work covered by this contract. In particular, it shall not be liable for:
  - Personal injury or material damage resulting from improper use or maintenance.
  - Damage caused to any element or its operation, unless it is the cause.
  - Damage caused to third parties by the elements covered, or in cases of unforeseeable circumstances and force majeure.
  - IBERDROLA shall not be liable for delays or impediments in the performance of the services in the event of strikes, riots, severe weather events and other cases of force majeure.

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3. Entry into force and termination of service

3.1. Entry into force

The entry into force of the **ELECTRICAL EMERGENCIES FOR BUSINESSES** service is conditional upon the entry into force of the electricity supply contract with IBERDROLA corresponding to the supply point with which it is associated if they are contracted simultaneously. From that moment, the grace period established in the Specific Conditions begins.

If the **ELECTRICAL EMERGENCIES BUSINESSES** service is contracted after the existing electricity supply contract with IBERDROLA associated with the same supply point, this Contract shall come into force on the date of its signature, without prejudice to the grace period established in the Special Conditions.

3.2. Cancellation and withdrawal

Termination of the electricity supply contract associated with the **ELECTRICAL EMERGENCIES FOR BUSINESSES** service shall result in the cancellation of this service.

The Customer may freely withdraw at any time from one or more of the services that make up **ELECTRICAL EMERGENCIES FOR BUSINESSES** (Electrical Assistance, IT Assistance or Smart Assistant), in which case the rest of the services shall remain in force. In this case, the price of the remaining services shall be the one applied by IBERDROLA as if they had been contracted independently.

Cancellation of **ELECTRICAL EMERGENCIES FOR BUSINESSES** or any of the services included therein shall not entail any penalty.

The cancellation shall take effect on the day it is reliably notified by the Customer.

IBERDROLA may terminate the **ELECTRICAL EMERGENCIES FOR BUSINESSES** services at any time without prior notice in the event that the Customer, in relation to the provision of any of the services included in **ELECTRICAL EMERGENCIES FOR BUSINESSES**, engages in behaviour or acts which, due to their nature and circumstances, are reprehensible in the eyes of public opinion, or contravene the law, morality or public order.

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