

#### SPECIFIC CONDITIONS

#### SMART CLIMATE CONTROL

Iberdrola Smart Climate Control Price: The price is €99, excluding VAT included

Tax-inclusive price applies to Spanish Mainland and Balearic Islands. Includes: VAT (21%). For the Canary Islands, the General Indirect Canary Islands Tax (7%) is applied instead of VAT, while the Production, Services and Import Tax is applied in Ceuta (10%) and Melilla (7%).

Iberdrola Smart Climate Control is a product from Iberdrola's Smart Home family that allows you to manage your air conditioning and heat pump with infra-red remote control from your mobile phone, tablet or computer. Details of the product specifications and features are available from: https://www.iberdrola.es/en/services/equipment/smart-climate-control

SPECIFIC SALES CONDITIONS.

#### **IBERDROLA SMART HOME**

#### 1. Purpose

The aim of these conditions is:

- (a) To inform consumers of the terms and conditions of sale for IBERDROLA Smart Home products the specifications and associated services of which are listed on the IBERDROLA website or on the product provider website.
- (b) To set out the rights and obligations of the parties in relation to the sale of the products by IBERDROLA to the customer.

### 2. Geographical area

IBERDROLA Smart Home products are sold throughout Spain.

### 3. Conditions of Use of the Service

The use of the online characteristics of the products, the mobile apps and the web tools are subject to online registration and acceptance of the terms and conditions of service available on the product provider website. You must declare to have read and accepted these conditions to use these services.

Likewise, the data the products record to provide the aforementioned services will be sent to IBERDROLA (either directly or via the product providers) for the purposes that you must be informed of and accept before it is used by IBERDROLA.

### 4. Billing and Payment

The products will be included on your next energy bill and will be paid on the bill payment date if the customer has an energy contract.



If the customer does not have an energy contract with Iberdrola, payment for the equipment will be charged to the bank account provided by the customer when making the purchase within two business days.

The total or partial delay in payment will accrue, without the need for prior request, an annual interest equal to the legal interest plus two percentage points from the day after 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, before notifying the Customer.

## 5. Knowledge of products and compatibility

By accepting these Conditions, you state and accept that you are familiar with the products and their specifications. Before placing an order, it is your sole responsibility to assess the compatibility of the products ordered with the equipment and at the installations where they will be used.

### 6. Home delivery of orders

If you choose home delivery, the products will be delivered at the shipping address you provided during the purchasing process. IBERDROLA does not dispatch orders outside the territory mentioned in these conditions.

If you have any doubts regarding a possible anomaly, you must follow the procedures of the carrier (in particular, notify of any damage, claim or reservations) and refuse to accept the goods, immediately indicating to the carrier that the product is not in good condition and notifying IBERDROLA of the observed irregularities regarding the order.

# 7. Delivery times for home delivery of orders

If you purchased the products with home delivery, the usual delivery time is 4 to 8 working days, depending on the order's destination.

It is your responsibility to notify IBERDROLA by e-mail if there is a delay with the delivery in terms of the initial delivery date. This will allow us to conduct an investigation regarding the carrier company. This investigation may take up to 21 business days. If during this time, the products are found, they will be immediately sent to the place of delivery indicated in the order.

On the other hand, if the requested products are not found after this period of 21 days of investigation, IBERDROLA must resend the products that were ordered, at its own expense.

If the products ordered are not available, you will be informed as soon as possible and you will be sent the products when they become available. If you wish to cancel your order given this circumstance, IBERDROLA will refund the full amount thereof without delay and no later than 30 days after payment. If there is a change of product, the delivery costs will be at the expense of the consumer.

Please take into account that these delivery times are merely indicative. You may not claim damages and prejudices, withhold any amount, or cancel the order if the delivery takes longer. However, the ordered products will be delivered within a maximum period of 30 days from the date that the order was registered. You can cancel your order if it does not arrive within this time. In that case, the amounts paid will be refunded without delay, excluding any other compensation.

# 8. Cooling-off period



A Customer who has the condition of consumer and user (contracts related to commercial, business, professional or legal activities are excluded), may withdraw from the Contract without any need to justify the decision and without any penalty within fourteen (14) calendar days of the date of receipt of the product or activation of the service, in which case Iberdrola will reimburse the Customer for the price paid. To do this, they may contact Customer Services free on 900 22 45 22 or by any other means indicating their decision to cancel the Contract. In no case will the exercise of this right result in any cost for the Customer.

#### 9. Warranty

The products offered by IBERDROLA comply with current Spanish legislation. IBERDROLA accepts no responsibility for total or partial non-compliance or delay in compliance with the contract as a result of force majeure.

Iberdrola provides a guarantee against product nonconformities arising within three (3) years of delivery. The Customer must inform Iberdrola of the nonconformity via the free telephone number 900 22 45 22 so that Iberdrola can supply a replacement and liaise with the Customer regarding the return of the faulty product. In no case will the return of the item result in any cost for the Customer.

### 10. Partial invalidity of these conditions

If any provision of these Terms and Conditions is ruled as invalid by any court with competent jurisdiction or declared as such, in conformity

with a law or regulation, the lack of validity of any such disposition shall not affect the validity of the remaining provisions, which shall

remain current and in effect.

### 11. Applicable Law and Claims

The present terms and conditions shall be governed for all purposes by the laws of Spain.

The sale of products by IBERDROLA is subject to the rules regarding distance selling currently in force in Spain.

Customers may make claims that they deem to be pertinent in connection with this contract by writing to IBERDROLA CLIENTES,

S.A.U., Apartado de Correos 61090 - 28080 Madrid (Spain); calling Customer Service at 900 22 45 22 or by using any of the channels made

available to them by IBERDROLA: e-mail: <u>clientes@tuiberdrola.es</u>, on <u>www.iberdrola.es/clientes</u>, as well as at any IBERDROLA service point.