

## SMART THERMOSTAT

The Smart Thermostat is a solution in the IBERDROLA Smart Home family of products that lets you manage your heating via mobile, tablet or PC. Specific details of the product and its features can be found on the Iberdrola website.

Price: The price is €147.93 (excl. VAT).

## GENERAL TERMS AND CONDITIONS OF SALE. IBERDROLA SMART HOME

### 1. Purpose

The purpose of these terms and conditions is to:

- (a) inform consumers of the terms and conditions of sale of IBERDROLA Smart Home products, the associated services and specifications of which are given on the IBERDROLA, or the product supplier, web sites;
- (b) establish the rights and obligations of the parties as regards the sale of products by IBERDROLA to the customer.

### 2. Geographical scope

IBERDROLA Smart Home products are sold throughout Spain.

### 3. Terms and Conditions of Service Use

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

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

### 4. Billing and Payment

The product price will be billed with your next power supply bill and payment settled on its due date.

A total or partial delay in payment will accrue an annual interest equal to the legal interest plus two percentage points from the day after the scheduled date of payment and with no need for a prior request for payment.

Notwithstanding 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. Product knowledge and compatibility

By accepting these Terms and Conditions you declare to accept and know 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. Order fulfilment with home delivery

If you choose products with home delivery, they will be delivered to the shipping address you provided during the purchasing process. IBERDROLA does not ship orders outside the territory mentioned in these Terms and Conditions.

If you have any concerns 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 order destination.

You are responsible for notifying IBERDROLA by e-mail if there is any delay with the delivery with respect to 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.

However, if the requested products are not located after this period of twenty-one (21) days of investigation, IBERDROLA must resend the products that were ordered at its own expense.

If the ordered products are unavailable, you will be informed as soon as possible and the products will be sent when they become available. If you wish to cancel your order because of 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 bear in mind 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. Opting out

The customer may opt out of the contract without explanation and without any penalisation of any type no later than fourteen (14) calendar days from the date of receipt of the product or activation of the service and from being considered a consumer and user. In such cases, the price of the product will be returned under the terms and conditions established in the following clause. Contracts relating to a commercial, business, professional or trade activity are excluded. You can opt out by calling Customer Service on 900 22 45 22 or by any other means of communication indicating your decision to opt out of the contract.

## 9. Return policy

If you wish to return a product or if you are not satisfied with product compliance, to replace it or get a refund, you must meet all the following conditions:

This procedure comprises a 3-step process.

### Step 1: return request

Within a period of fourteen (14) calendar days from the date of delivery of the requested product, you can cancel the purchase and return the product, in which case you will bear the cost of the return. After fourteen (14) days, you can return the product if it is defective or does not work as indicated.

To request a return, you must call 900 22 45 22.

### Step 2: return of the product

In response to the request for return, we will send an email with a return form and the return address. The product must be returned within seven working days from the time that IBERDROLA sends a return form. After this period, IBERDROLA will not replace or give any refund for the products ordered.

The client will bear all costs and risks involved in the return of products. You must return the products by registered post to ensure they arrive at the indicated address. You accept that IBERDROLA cannot be held liable should a package fail to reach its destination and is not received by IBERDROLA. To the extent that you are the sender, you are the only party in condition to request to the carrier company to open an investigation.

All the following terms and conditions must be fulfilled for IBERDROLA to accept the return:

- (a) Include the product return form sent by IBERDROLA.
- (b) The product's original condition (seal, packing, accessories, manuals, etc.) must be preserved
- (c) Incorrect or excessive use, damaged presentation and, in general, any inappropriate use with regard to the intended purpose of the product will annul your right to return the product.
- (d) No product will be refunded if it or its original packaging has been damaged. In particular, if the product's packaging was damaged during the return delivery, IBERDROLA will not accept the return.

### Step 3: Refund

On reception of the returned product, IBERDROLA will confirm correct reception via email.

IBERDROLA reserves the right to determine in good faith if all these conditions have been met. If the return is approved with right to a refund, this will be done within a maximum of 30 days after the issue of confirmation of receipt of the product.

## 10. Liability and limited warranty

The products offered by IBERDROLA comply with current Spanish legislation. IBERDROLA will accept no liability for full or partial non-compliance or for delays in the performance of the contract caused because the product is out of stock or unavailable, or in case of events of force majeure, including yet not limited to serious faults in Internet security, technical failures, unauthorised access and/or intrusions in website servers, strikes and failures in computer systems or the telephone customer service.

**11. 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.

**12. 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: [clientes@iberdrola.es](mailto:clientes@iberdrola.es), on [www.iberdrola.es/clientes](http://www.iberdrola.es/clientes), as well as at any IBERDROLA service point.