

TRANQUILIDAD AVERÍAS GAS SPECIAL CONDITIONS

Includes breakdown assistance and repair to defects in the original installation and gas appliances, including the hydraulic heating circuit with no charge for labour up to a maximum of 3 hours, and materials up to €50 (with a limit of two breakdowns per customer per full annual cover period).

The duration of the Tranquilidad Averías Gas service will be one (1) year, extendible automatically for consecutive annual periods unless the CUSTOMER communicates to the contrary fifteen (15) days prior to the end of each period.

The customer may cancel the Tranquilidad Averías Gas service at any time without incurring a penalty. This termination will become effective on the date duly notified by the Customer.

The termination of the natural gas supply contract with CURENERGÍA will necessarily imply cancellation of the Tranquilidad Averías Gas service.

Monthly price: € 5.95 (VAT NOT INCLUDED). This price shall be updated automatically on 1 January of each year while the contract is in force, by applying the variation corresponding to the CPI (1)

(1) CPI: 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.

TRANQUILIDAD AVERÍAS GAS SPECIFIC CONDITIONS

1. PURPOSE

The purpose of these Specific Conditions is to describe the provision by Curenergía Comercializadora de Último Recurso S.A.U. (hereinafter, CURENERGÍA) of the Tranquilidad Averías Gas Service described in the Special Conditions.

1.1. Scope: repair of defects or breakdowns in the following parts of the installation:

- a) Individual gas receiver installation
- b) Natural gas appliances of less than 70 kW: water heaters, boilers and domestic cooking appliances, except gas vitroceramic cookers.
- c) Hydraulic heating circuit.

Breakdowns will be rectified or repaired, free of labour costs up to a limit of 3 hours, as well as materials up to a maximum of € 50. Service coverage is restricted to two repairs in each valid annual period. If, after two repairs, the CUSTOMER requests another repair, the CUSTOMER will be informed that it is not covered by the service and will be billed in full according to the estimate provided, with no entitlement to discount of any kind for labour or materials. In all cases, call-out will be free of charge.

1.2. Exclusions: the following is excluded from the scope of the Tranquilidad Averías Gas service:

- Inspections, assistance or repairs provided by persons unrelated to CURENERGÍA and any damage they may cause.
- Breakdowns in elements belonging to electricity or gas distribution companies, who are liable for the repair thereof.
- Thermostats, control systems or other elements external to gas devices that are not mentioned in section 1.1.
- The correction of defects or breakdowns that are the result of a defective gas installation and/or any substantial change or modification made to the installation and/or gas appliances, whenever such changes or modifications have not been made by CURENERGÍA.
- The repair of defects or breakdowns arising from negligent, improper or malicious use by the CUSTOMER of the installations mentioned in section 1.1.
- Elements, appliances and/or parts of the installation that are not visible and/or inaccessible because they are obstructed or covered by furniture, the structure of the premises or other objects, including equipment installed outside the home or premises that, due to their position, are rendered inaccessible or have no appropriate connections that allow the tests described herein to be undertaken.
- The replacement or improvement of the elements to which this contract refers, including as a result of changes or a modification to the applicable legislation.
- Installations with a capacity equal to or greater than 70kW, vitroceramic gas cookers and/or appliances other than water heaters, boilers or domestic appliances for cooking; and those installations intended for commercial or industrial use.
- The guarantee does not cover the repair of gas appliances over 10 years old or hydraulic heating installations that form part of communal facilities.
- Damage is excluded which is caused by the elements covered in the contract or due to their lack of operation, personal injury or material damage, caused due to misuse or poor maintenance, injury to third parties, damage caused to the elements due to freezing, fire, explosions, floods or other disasters.
- CURENERGÍA is not responsible for delays or impediment in the execution of services in the event of strikes, riots, serious weather events and other events of force majeure.

2. SERVICE TERMS AND CONDITIONS:

CURENERGÍA shall provide the Tranquilidad Averías Gas service according to the following conditions:

- The CUSTOMER must allow CURENERGÍA service personnel to perform the work required to provide the service. In particular yet not all-inclusive, the CUSTOMER must grant access to the installations and equipment contemplated for the present Service in addition to provide CURENERGÍA with updated contact data at all times for the necessary installation, replacement and maintenance operations. Failure of the customer to observe this condition may result in the termination of the contract.
- Tranquilidad Averías Gas will have a grace period of 15 calendar days from the date of contracting the service.
- The CUSTOMER will be responsible for the proper and justified use of the breakdown alerts sent as notification to CURENERGÍA.

- The CUSTOMER will be provided with the appropriate breakdown correction report explaining the anomalies detected and the corrective actions proposed or carried out.
- A minimum warranty of six months will be given for all repairs made, from the date the repairs are completed.
The Tranquilidad Averías Gas service contract is assigned to the installations and equipment located in the home shown in the Specific Conditions, such that if the CUSTOMER moves to another home, the contract cannot be transferred. However, it can be passed on to the new occupant by informing CURENERGÍA of the fact.
- This service does not exempt or replace execution of the periodic inspections that must be carried out by the gas distribution company in accordance with Royal Decree 919/2006.
- CURENERGÍA will respond to breakdowns of installations and equipment, included within the scope, within a maximum period of 24 hours. Call out is available 365 days a year, from 8 a.m. to 8 p.m. continuously.
- If CURENERGÍA cannot guarantee service through no fault of its own, for example, but not limited to, danger in the area, any type of aggression directed against CURENERGÍA engineers, unhealthy conditions in the dwelling, the CUSTOMER'S repeated refusals to seal off an installation that requires it, etc., CURENERGÍA reserves the right to rescind this contract and will not be held liable for any cost whatsoever.
- CURENERGÍA may request the CUSTOMER's voluntary collaboration in carrying out internal quality controls, always carried out by duly accredited personnel.
- The parts necessary for troubleshooting will be supplied by the CURENERGÍA-accredited technician, and parts supplied by third parties cannot be used.

3.- RESPONSIBILITIES AND EXCLUSIONS

3.1. CURENERGÍA shall be solely responsible for the correct execution of the work described in this contract. Specifically, it shall not be responsible for:

- Personal injury or material damage resulting from improper use or upkeep by the CUSTOMER.
- Damage caused to any item or its operation unless caused by the company itself.
- Injury to third parties caused by the covered items.

3.2. The parties agree that force majeure and fortuitous events shall release them from liability.

4. DURATION, RENEWAL AND TERMINATION OF THE SERVICE

4.1.- Duration and renewal

The duration of the Tranquilidad Averías Gas service will be one (1) year, extendible automatically for consecutive annual periods unless the CUSTOMER communicates to the contrary fifteen (15) days prior to the end of each period.

4.2.- Termination

The customer may cancel the Tranquilidad Averías Gas service at any time without incurring a penalty. This termination will become effective on the date duly notified by the Customer.

The termination of the natural gas supply contract with CURENERGÍA will necessarily imply cancellation of the Tranquilidad Averías Gas service.