

HOME ELECTRICAL PROTECTION (HEP) SERVICE

DESCRIPTION

Service comprising the following benefits:

- ▶ Kitchen appliance repair
- ▶ Emergency electrical breakdown repair
- ▶ Electrical DIY service

1. Kitchen appliance repair

This comprises the repair by a qualified technician of mechanical, electronic and/or electrical faults of the household appliances indicated below, installed at the CUSTOMER's home, which correspond to the supply address listed in the special conditions of the Power Supply Contract:

- ▶ Refrigerator
- ▶ Washing machine
- ▶ Electric cooker
- ▶ Oven (not including microwaves, if an independent system)
- ▶ Hood
- ▶ Dishwasher
- ▶ Tumble dryer
- ▶ Freezer
- ▶ Water-heater or electric boiler

If the household appliance cannot be repaired for any justified reason (e.g., lack of spare parts), the CUSTOMER will be entitled to receive a replacement payment for unfeasible repair according to the amounts set out in Replacement Payment for Impossibility to Repair, less the cost of repairs already carried out in the same annual contractual period, if applicable.

Annual Cost Limit: For household appliances with less than 10 (ten) years, the repair will be covered by the service, with no additional costs, as long as the cost of the repair or the sum of these, if applicable, does not exceed the annual cost limit per household appliance of €300 (three hundred Euros).

For household appliances with more than 10 (ten) years, the repair will include travel and the 3 (three) hours of labour, but the cost of the parts required for the repair shall be borne by the CUSTOMER.

Replacement Payment for Unfeasible Repair: In the event of a fault that could not be repaired due to a justifiable reason, a replacement payment shall be made, which will vary depending on the age of the equipment, according to the following:

- ▶ €300 per household appliance and year, for household appliances newer than 5 years;
- ▶ €250 per household appliance and year, for household appliances of at least 5 and not older than 7 years;
- ▶ €200 per household appliance and year, for household appliances of at least 7 and not older than 9 years;
- ▶ €150 per household appliance and year, for household appliances of at least 9 and not older than 11 years;
- ▶ 0 € per household appliance and year, for household appliances of at least 11 years and older.

2. Emergency Electrical Breakdown Repair

This includes support within three (3) hours from the time notice is received for an electrical emergency at your home, (this local is identified in the Supply Address Point of the Power Supply Contract in NLV), in the event of lack of electricity or in any of its premises, with an annual limit of €500 (five hundred Euros) for the cost of repairs. If repairs exceed this limit, the CUSTOMER shall bear the additional cost, billed directly by the authorised technician upon presenting a quote and receiving the CUSTOMER's acceptance thereof.

3. Electrical DIY Service

This includes an annual visit from a qualified technician to the home of the CUSTOMER listed in the supply address point for the services indicated in the SPECIFIC CONDITIONS.

This covers the cost of travel and labour up to a maximum of 3 (three) hours.

Any additional costs will be billed to the CUSTOMER upon presentation of a quote and acceptance thereof by the CUSTOMER.

The price of the HOME ELECTRICAL PROTECTION service is defined in the Annex to the Power Supply Contract and may, together with the annual limits and the replacement payment, be subject to being annually updated on 1 January in accordance with the Consumer Price Index (CPI) published by the Instituto Nacional de Estatística (Portuguese Institute of Statistics), which will use as a reference the period from November to November before the application of the update.

The first three (3) months of the HOME ELECTRICAL PROTECTION service are FREE after its activation.

SPECIFIC CONDITIONS OF THE HOME ELECTRICAL PROTECTION (HEP) SERVICE

PURPOSE

The purpose of these Specific Conditions is the provision by IBERDROLA CLIENTES PORTUGAL, UNIPESSOAL LDA. (hereinafter referred to as, IBERDROLA) of the HOME ELECTRICAL PROTECTION (HEP) service, contracted by the CUSTOMER and indicated in the DESCRIPTION, under the terms and the following conditions:

1. KITCHEN APPLIANCE REPAIR

The service comprises the repair by a qualified technician, of mechanical, electronic and/or electrical breakdown of the appliances indicated in the DESCRIPTION and installed in the CUSTOMER's home, which correspond to the supply address listed the special conditions of the Power Supply Contract.

1.1 Age of household appliances:

The age of the equipment covered by this service shall be determined according to the date of purchase, which will be proven by the CUSTOMER upon presentation of the respective purchase receipt.

1.2 Scope:

i. Household appliances with less than 10 (ten) years: The service covers the cost of travel, labour and parts necessary for repairing the faults up to the limit of € 300 (three hundred Euros).

The sum of all these costs will hereinafter be referred to as the Repair Cost.

After the visit, the technician shall provide the detailed Repair Cost to the CUSTOMER.

There is no annual limit on the number of repairs, although there is an Annual Cost Limit per household appliance as shown in the DESCRIPTION.

Should the Repair Cost handed to the CUSTOMER following an intervention exceeds the annual cost limit per household appliance, the provisions of clause 1.4 shall apply.

ii. Household appliances with more than 10 (ten) years: Both travel and the first three (3) hours of labour are covered by the service. The cost of the parts required to repair the faults will be billed to the CUSTOMER upon presentation of a quote and acceptance thereof by the CUSTOMER

1.3 Fault assistance:

The following faults will be attended with a limited scope, in which only the travel and the first three (3) hours of labour are covered. The CUSTOMER shall bear the remaining costs:

- ▶ Corrosion or rust, whether or not caused by normal use or wear of the appliance or accelerated because of unfavourable environmental or weather conditions, sand, dust, humidity or inappropriate salinity.
- ▶ Software updates.
- ▶ Faults caused by incorrect installation or fails to meet regulations, inadequate ventilation, inappropriate modifications or the use of non-original spare parts.
- ▶ Defects or faults resulting from repairs, modifications, dismantling or uninstalling the appliance by a technician not authorised by IBERDROLA.
- ▶ Faults or deficiencies in operation caused by the software or firmware installed in the appliance.

If the cost of the parts and/or the number of hours for repair exceeds the limits listed in the **DESCRIPTION**, the CUSTOMER shall bear the respective cost, which will be billed upon presentation of a quote and acceptance thereof by the CUSTOMER

1.4. Periods for fault assistance:

The assistance to breakdowns shall be carried out within two (2) days, excluding Saturdays, Sundays and national and local holidays, from the CUSTOMER's notice, except in cases of force majeure.

The fault assistance period is considered to be fulfilled when the technician has contacted the CUSTOMER within the established period and offered at least one appointment time within the aforementioned maximum period.

The period will not be considered unfulfilled if the CUSTOMER requests a visit at another time.

1.5 Exclusions: The following are excluded from the Kitchen Appliances Repair service:

- ▶ Services in commercial or industrial facilities and, in general, household appliance whose purpose goes beyond exclusive domestic use.
- ▶ Household appliances other than those expressly included in the **DESCRIPTION**.
- ▶ Household appliances under the warranty period.
- ▶ Remote controls, power or drain tubes, valves, seals or sealing, peripherals or in general, any other elements external to the appliance.
- ▶ Household appliances that are usually not installed for current use at the CUSTOMER's home that correspond to the supply address point.
- ▶ Enamels, paints, nickel/chrome plating, parts and aesthetic components or other parts that do not affect the internal operation of the appliance.
- ▶ Corrosion or rust, whether or not caused by normal use or wear of the appliance 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 appliance or any type of action of external origin.
- ▶ Intentional damage on the appliance.
- ▶ Accidental damage or dents on the appliance caused by external objects.
- ▶ Consequential damage to the appliance, as long as it has not been caused by an internal operating fault.
- ▶ Appliance maintenance or conservation operations such as lubrication, adjustment or regular cleaning or inspections.
- ▶ Any part that the manufacturer considers to be a consumable, such as lamps, batteries, filters, etc.
- ▶ Claims for loss of device usefulness when the repair is unfeasible for a justified reason.
- ▶ Faults that are a direct or indirect consequence of: fires, extraordinary or catastrophic natural phenomena (floods, storms, hurricanes, earthquakes, volcanic eruptions, etc.), events arising from terrorism, riots, turmoil or legal or illegal demonstrations, nuclear reaction or radiation, armed conflicts, the intervention of armed forces during peacetime and events defined by the responsible authorities as a catastrophe or disaster.
- ▶ Any type of fault or damage caused by the existence of asbestos in the appliance.
- ▶ Food spoilage, as well as faults or damage caused to elements that are not part of the covered appliances and, in general, third-party liability of any nature.
- ▶ CUSTOMER and/or any third-party loss of profits or revenue, or compensation for expenses arising from the service provided to the faulty appliance, during the repair period.

1.6 Replacement Payment for unfeasible repair:

If the repair cannot be carried out for any justified reason (e.g. lack of spare parts), the CUSTOMER will be entitled to receive the Replacement Payment for unfeasible repair, the amount of which will depend on the age of the household appliance as indicated in the DESCRIPTION. 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 data corresponding to the equipment in question (Brand, Model, and Serial No.) at the time the service is provided.

The replacement payment is limited to household appliances with less than 10 (ten) years.

2. EMERGENCY ELECTRICAL BREAKDOWN REPAIR

Includes support within three (3) hours from receipt of the notice from the CUSTOMER, of an electrical emergency in the CUSTOMER's home, which correspond to the supply address point listed in the Power Supply Contract, resulting in the absence of energy, outside the responsibility of the Distribution Networks Operator, with the total annual cost limit for repairs, considering the date for subscribing to the service to be the beginning of the coverage year.

2.1 Scope:

In the event of an electrical emergency affecting the CUSTOMER's private electricity network, the service covers the cost of the repair by an installer authorised by IBERDROLA, up to the limit established in the DESCRIPTION. The service guarantees a response time in under three (3) hours from receipt of the notice from the CUSTOMER. There are no deductibles, but there is a grace period of thirty (30) days from the date on which the service becomes effective.

An electrical emergency is understood as a sudden and unforeseen event in the integrated electrical infrastructure of the CUSTOMER's home or in a condominium housing, resulting in the absence of electrical energy in the Supply Address Point or premises, or in any of its dependencies, excluding garages, outbuildings, pools and outdoor lighting.

The end user's private electricity network is defined in the Low voltage Electrical Installations Technical Rules, attached to Ministerial Directive No. 949-A/2006, in its current wording.

If the CUSTOMER is part of a condominium, the part of the electrical infrastructure that is part of the residential condominium will be excluded.

The element separating the networks of the condominium residents and the end user is the metering element, which is included in the end user's network.

The coverage of this service includes travel, parts, labour and taxes, with the Annual Limit stipulated in the DESCRIPTION, and an unlimited number of repairs.

When the repair requires the replacement of parts such as sockets, switches or other devices, these will be replaced with standard elements at the installer's discretion, unless the CUSTOMER supplies, at its expenses, different spare parts. The service does not guarantee that the parts used for the repair will fit in with the décor of the home or premises.

2.2. Exclusions:

the scope of the service excludes Emergency Electrical Breakdown Repair:

- ▶ Homes or premises with contracted electricity supply power exceeding 15 kW.
- ▶ Repairs of household appliances, electronic devices, computers, air conditioning equipment, pumps, heaters, motors, fans, generators, solar panels, aerials and any electrical appliance, whether integrated into the home's installations or not.
- ▶ The repair or replacement of elements used for lighting, such as lamps, light bulbs or fluorescent tubes.
- ▶ The repair of metering devices if they are owned by the electricity distribution company.
- ▶ The repair of electrical faults which may occur outside the CUSTOMER's private facilities, as described above.
- ▶ Consequential damages due to total or partial lack of electricity supply.

- ▶ Damage caused intentionally or consented to by the CUSTOMER.
- ▶ Those cases where no fault is found.
- ▶ Those cases where the fault does not fulfil the conditions for being considered an emergency.
- ▶ Services in commercial or industrial facilities and, in general, facilities that do not correspond to the CUSTOMER'S home referred to in the Contract.
- ▶ Services contracted at the CUSTOMER's own risk, unless they have been authorised previously by IBERDROLA.
- ▶ The repair of installations that do not comply with regulations in force at the time of their completion.

3. ELECTRICAL DIY SERVICE

3.1 Scope:

this includes an annual visit from a qualified technician to the CUSTOMER's home, which correspond to the supply address point listed in the Power Supply Contract, for the provision of the following services:

- ▶ Replacement of electrical mechanisms (plugs, switches and buttons).
- ▶ Connection and start-up of refrigerators, freezers, washing machines, tumble dryers, dishwashers, ovens, electric cookers and water-heaters or electric boilers. This also includes the connection to existing water and drainage taps.
- ▶ Connection and start-up of technology equipment, restricted to televisions, DVD players, consoles and home cinema systems.
- ▶ Installation or replacement of kitchen and bathroom extractors.
- ▶ Installation of timers and thermostats.
- ▶ Installation or replacement of lamps or wall lighting with a light point.

This covers the cost of travel and labour up to the limit of three (3) hours.

The provision of this service will be carried out within a maximum period of two (2) days, excluding Saturdays, Sundays and national and local holidays, from the CUSTOMER's notice receipt, except in cases of force majeure, and both parties will agree on a time for the execution of the work from Monday through Friday, between 9 am and 7 pm.

3.2 Exclusions:

the scope of the service excludes Electrical DIY Service:

- ▶ The cost of the materials used to carry out the work (lamps, bushings, sockets, switches, buttons, cables, terminals, etc.).
- ▶ Labour hours over the limit set in the DESCRIPTION.
- ▶ Light points or new electrical installations other than the original ones, and any holes made for their installation.
- ▶ New water and drainage taps other than the original ones, and any holes made for their installation.
- ▶ Adaptation of the existing electrical installations to regulations or due to technical needs.
- ▶ Installation or repair of software in electronic and computer equipment.

- ▶ Removal of devices or waste management for any equipment.
- ▶ Inspections or repairs of electrical installations or electrical or electronic equipment that are damaged.

4. CONDITIONS OF THE HOME ELECTRICAL PROTECTION (HEP) SERVICE:

4.1 Activation of the HOME ELECTRICAL PROTECTION service:

there is a grace period of thirty (30) days from the date the service is activated, during which the service cannot be used, hence requests will not be attended during this period.

4.2 HOME ELECTRICAL PROTECTION service request:

Whenever the CUSTOMER needs to request the HOME ELECTRICAL PROTECTION service, shall contact IBERDROLA:

- ▶ By calling the CUSTOMER helpdesk at 808 50 20 50 available 24h (local call cost);
- ▶ By visiting an IBERDROLA Customer Service Point in person.

4.3 Service terms and conditions:

IBERDROLA shall provide the HOME ELECTRICAL PROTECTION service in accordance with the following terms and conditions:

- If it is found that the repair requested by the CUSTOMER is not covered because it is included in one of the aforementioned exclusions, the CUSTOMER will be billed for the expenses incurred and the corresponding quote will first be issued for the CUSTOMER's approval.
- IBERDROLA will only be liable for the correct execution of the work object of this contract. Specifically, it shall not be liable for:

- ▶ Personal injury or material damage resulting from misuse or improper storage.
- ▶ Damage caused to any element or its operation unless it is the cause of such damage.
- ▶ Damage to third parties caused by the covered elements.
- ▶ Acts of God and force majeure.

IBERDROLA shall not be responsible for delays or interruptions in the execution of services in the event of strikes, riots, serious weather events and other events of force majeure.

4.4 Billing for costs that exceed the annual limit:

The CUSTOMER's request for any of the provisions included in the HOME ELECTRICAL PROTECTION service could entail costs not set out in the DESCRIPTION.

In particular, the following cases could arise:

- The Repair Cost of a household appliance, when added to the sum of the repair costs throughout a year for a household appliance, fully or partially exceeds the annual cost limit per household appliance.
- The repair cost of an emergency electrical fault exceeds the annual limit.
- The electrical DIY service contains additional costs not included in the service.

In such cases, the CUSTOMER shall bear these excluded costs, which will be billed following prior presentation of a quote and the CUSTOMER's acceptance thereof.

4.5 Associated supply point:

This service shall be associated with an Electricity Supply point with contracted power capacity no greater than 41.4 kVA.

If the CUSTOMER has increased the supply point's contracted electricity power above 41.4 kVA, the

service will be cancelled.

4.6 Warranty: repairs will have a warranty of six (6) months from the completion date of the repair.

5. CONTRACT EFFECTIVE DATE, DURATION, RENEWAL AND TERMINATION:

5.1 Effective date:

If the power supply contract with IBERDROLA corresponding to the supply point is a new contract, the HOME ELECTRICAL PROTECTION service will become effective on the effective start date of the power supply, notwithstanding the established grace period.

If the service is added to an existing power supply contract with IBERDROLA, the HOME ELECTRICAL PROTECTION service shall become effective on the date of its activation, notwithstanding the established grace period.

5.2 Duration and renewal of the service:

The duration of the HOME ELECTRICAL PROTECTION service shall be one year from its taking effect and will be renewed automatically for the same term, unless otherwise notified by either party with 15 (fifteen) days advance notice of contract termination or any of its renewals.

Notwithstanding, either party may terminate the service at any time with no penalty whatsoever.

However, if the HOME ELECTRICAL PROTECTION service is associated with an energy supply that includes a promotion and/or discount, the set forth in the respective terms and conditions shall apply.

Termination of the power supply contract with IBERDROLA associated with this service shall not result in the termination of the HOME ELECTRICAL PROTECTION service, unless the CUSTOMER expressly requests it.

The cancellation will become effective on the date when the party requesting cancellation has duly notified the other party.

5.3 Freedom of and Termination:

As per the regulations governing distance or off-premises contracts, the customer has 14 (fourteen) days after the contract is concluded to terminate the HOME ELECTRICAL PROTECTION SERVICE, notwithstanding the realization of any service or the beginning of the same at the CUSTOMER's request during the said period implies the payment of the service carried out.

5.4 Termination of the HOME ELECTRICAL PROTECTION SERVICE:

The CUSTOMER may terminate the contract at any time by sending a written communication with a minimum of 15 days in advance of the expected effective date to Apartado 12011, E.C. Picoas, 1061-001 Lisboa or by email to the e-mail comercial@iberdrola.pt.

5.5 Termination of the power supply contract:

Termination of the power supply contract associated with the HOME ELECTRICAL PROTECTION SERVICE, shall not result in the cancellation of this unless the CUSTOMER expressly requests it.

6. . PRICE, BILLING AND PAYMENT

6.1.

The price of the HOME ELECTRICAL PROTECTION service is defined in the Annex to the present Power Supply contract and may be updated based on the Consumer Price Index of the previous year, published by the Portuguese Statistics Institute.

6.2.

The HOME ELECTRICAL PROTECTION service is charged in the bill of the power supply, with its periodicity, and the payment shall be made in accordance with the modality and term provided for in the Power Supply Contract.

6.3.

Technical assistance provided at the CUSTOMER 's request not included in the HOME ELECTRICAL PROTECTION service shall be billed and paid immediately upon completion.

7. PERSONAL DETAILS**7.1.**

Personal data regarding the CUSTOMER, which are collected within the scope of the contract of the HOME ELECTRICAL PROTECTION SERVICE are for its commercial and administrative management, provision of associated services, confirmation of sales quality and management of collections and payments. Said details may be provided to IBERDROLA service providers for the aforementioned purposes, and the CUSTOMER authorises IBERDROLA to collect, process and disclose his/her personal data for that purposes.

7.2.

Personal details may be used for general prospection and direct marketing, specifically advertising contests and sending information, news and promotions associated with the goods and services under the Contract. Said details may be conveyed to third parties for this purpose if the CUSTOMER expressly authorises this action as per the Special Conditions of the Power Supply Contract.

7.3.

At any moment, the CUSTOMER may exercise his/her right to access, rectify, delete or oppose the use of his/her personal details. To this end, the CUSTOMER need only inform of their intention in writing to the following address: IBERDROLA - Avenida da Liberdade, n° 180 A - 6°, Edifício Tivoli Fórum, 1250-146 Lisboa; or for the e-mail escritorioCLIENTE@iberdrola.pt, a copy of his/her personal ID document must be attached.

8. CONFLICT RESOLUTION

Without prejudice to taking the issue to legal courts, in the event of litigation the CUSTOMER may, as per the respective territorial jurisdiction, contact one of the following Entities for the Alternative Resolution of Consumer Litigations: Centro Nacional de Informação e Arbitragem de Conflitos de Consumo / Portuguese Centre for Information and Arbitration of Consumer Conflicts (www.arbitragemdeconsumo.org); Centro de Informação, Mediação e Arbitragem de Conflitos de Consumo do Algarve / Centre for Consumer Conflict Information, Mediation and Arbitration for the Algarve (www.consumidoronline.pt); Centro de Arbitragem de Conflitos de Consumo do Distrito de Coimbra / Centre for Consumer Conflict Arbitration for Coimbra (www.centrodearbitragemdecoimbra.com); Centro de arbitragem de Conflitos de Consumo de Lisboa / Centre for Consumer Conflict Arbitration for Lisbon (www.centroarbitragemlisboa.pt); Centro de Informação de Consumo e Arbitragem do Porto / Oporto Centre for Consumer Information and Arbitration for Oporto (www.cicap.pt); Centro de Arbitragem de Conflitos de Consumo do Vale do Ave / Centre for Consumer Conflict Arbitration for Vale do Ave (www.triave.pt); Centro de Informação, Mediação e Arbitragem de Consumo, Tribunal Arbitral de Consumo / Centre for Consumer Conflict Information, Mediation and Arbitration, Consumer Arbitration Panel (www.ciab.pt).

For further information, see the Consumer Portal (www.consumidor.pt).

9. FINAL PROVISIONSS

If any part or provision of this Contract is to be considered null or void, the remaining provisions shall remain in force.

For all questions arising from this Contract, the District Court of Lisbon is hereby appointed with waive of any other jurisdiction.

