



## TERMS AND CONDITIONS INSTALLATION OF PRODUCTS

### 1. DEFINITIONS

**1.1.** In these general terms and conditions, the following terms shall have the following meaning, unless explicitly stated otherwise:

**Acceptance Certificate:** Refers to the document by which the Client accepts the completion of the installation of the Product and its proper functioning and finishes.

**Goods or Products:** The assets established in your Budget, including their installation

**Material Adverse Change:** means any change in the cost of Materials, Product, infrastructure costs or any other costs that may affect the cost of providing Services and that alter the cost upwards by 15% or more with respect to those based on which the Budget has been calculated.

**Client :** The person named as the client on the Quote.

**Contract Conditions:** These general conditions of sale and installation of products.

**Sales Contract:** The legally binding contract agreed between Octopus and the Customer for the sale and installation of the Goods following completion of the works and the costs required in accordance with the Contract Terms, the Product Terms, your Quotation and any Quotation for Additional Works (if applicable).

**Additional Work Quotation:** Has the meaning given in the Product Terms.

**Eligibility Criteria:** These are the basic legal and/or logistical criteria applicable for a Client and its site to be considered suitable for the implementation of the Products.

**Suitability Criteria:** These are the basic technical criteria applicable for a Client and its site to be considered suitable for the implementation of the Products.

**Output Factor:** Refers to an estimated calculation of the performance that, under normal operating and maintenance conditions, the Product installed at the Customer's site should provide.

**Due Date:** the date that falls 5 days after the date of installation of the Goods.

**Force Majeure:** Refers to any event or circumstance that could not have been foreseen, or that, if foreseen, was inevitable.

**Standard Installation:** This is an installation that requires only minor modifications to the interior and exterior finished surfaces of your home and adjacent grounds.

**Qualification Phone Call:** Refers to telephone contact between Octopus and the Client following completion of the online process. This contact may be at the request and discretion of Octopus or at the express request of the Client.

**Octopus:** Octopus Energy España, SLU as described in more detail below

**Online Customer Journey:** Means the online process undertaken to offer the purchase of Goods through the website of the specific Good.

**Product Terms:** The particular terms and conditions that apply to those Goods, in addition to these general terms and conditions.

**Additional Work:** Actions required to be carried out at the Client's site so that the Client can be considered Eligible and/or Suitable.

**Initial Payment:** Refers to the payment of €200 to accept the Quote and continue with the process of executing the installation of the Goods or Products at the Client's site, which will be carried out through the STRIPE payment gateway on the ZOHO SIGN electronic signature platform.

**Delivery Time:** Refers to the execution time of the installation of the Products at the Client's site, provided that the Eligibility and Suitability Criteria are met, as well as the conditions established in these General Terms and Conditions or in the Specific Terms and Conditions, particularly but not limited to, access to the site or for reasons of Force Majeure.

**Budget:** Refers to the deliverable from Octopus to the Client, detailing the installation proposal to be carried out, along with its corresponding schedule and the estimated cost, based on the information made available to Octopus up to that point.

**Additional Budget:** Refers to the budget issued as a result of the existence of elements that do not allow the Client's site to obtain the Suitability Criteria and, consequently, the execution of Additional Works is necessary.

**1.2.** Any reference to "we" or "our" in these terms refers to Octopus, and any reference to "you" or "your" refers to the Customer.

**1.3.** When we use the word or references to "written" in these terms, this includes emails.

### 2. OUR TERMS AND CONDITIONS

**2.1. What these terms cover.** These are the general terms and conditions under which we supply the Products to you. Additional product-specific terms and conditions may also apply to the Products. In this case, we will provide you with the relevant Product-Specific Terms as part of your Contract of Sale. To the extent there is any conflict between these General Contract Terms and Conditions and the Product-Specific Terms and Conditions, these Product-Specific Terms and Conditions will prevail, unless they provide otherwise.

**2.2.** For the purposes of these Terms and Conditions, you are a "consumer" if you purchase Products from us as an individual for purposes that are wholly or mainly outside your trade, business, craft or profession. As a consumer, you have legal rights in relation to Products that may be faulty or not provided as described. You can obtain advice about your legal rights from the Municipal Consumer Information Office (OMIC) in your municipality. Nothing in these General Terms and Conditions of Contract or in your Contract of Sale generally will affect these legal rights.

### **3. ELIGIBILITY**

**3.1.** To be eligible to have the Products installed at your property, you must obtain the “Eligibility Criteria” which consists of (i) completing the online customer journey (ii) having in good standing the premises where the Products are to be installed (both internal and external to your home) and (iii) obtaining any required material, planning or building approvals required for their installation.

**3.2.** If you need to change or update your Eligibility Criteria information, you must inform us as soon as you become aware of the change using the contact information listed in these Specific Terms and Conditions, as it may affect our ability to complete the sale and installation.

### **4. SUITABILITY**

**4.1.** Even if you meet the eligibility criteria, there may be other factors that prevent us from completing the installation or require Additional Works to be carried out. At our discretion, we may choose to carry out a site survey after payment of your Initial Payment to check that the property is suitable for standard installation.

**4.2.** Where we identify that your home is not eligible for our standard Installation service, but that an installation is possible subject to Additional Works being carried out, we will contact you and provide you with an Additional Quote. This Additional Quote will either be a separate quote for the Additional Works or a final price correction to your Contract which we will issue to you upon completion of your home survey and design of the Products.

**4.3.** You may choose to accept the quote for additional works or the correction of the sales contract through the link provided by email. If the acceptance is not signed within a period of five (5) business days, it will be deemed tacitly accepted. In the event of rejection of the additional quote, your Initial Payment will be refunded, in accordance with what is expressed later in these Specific Terms and Conditions.

**4.4.** If we consider your home suitable for installation of the Products in accordance with our Installation Standard and any additional requirements, Octopus will carry out the installation in accordance with due professional diligence, in accordance with the established standards in the field. Under no circumstances will we use components or materials that may cause the installed system to fail to comply with industry or sector standards.

### **5. INFORMATION ABOUT US AND HOW TO CONTACT US**

**5.1.** We, Octopus Energy España Sociedad Limitada Unipersonal, are a company registered in Spain with VAT number B40563082 and our registered office is located at Calle Pintor Sorolla, No. 5, Piso 2º, 46002, Valencia, Spain.

**5.2.** How to contact us. You can contact us by calling our customer service team at 900 759 190 or by writing to us at the email address set out in the Specific Terms and Conditions of the Product. You can also write by post to the address indicated in section 3.1 above.

**5.3.** How we may contact you. If we need to contact you, we will do so by telephone or by writing to you at the email address or postal address you provide to us as part of the online customer journey.

### **6. PROCESS TO ORDER THE PRODUCTS**

**6.1.** To place an order for the Products you will need to complete the online customer journey on our website. The Customer is responsible for ensuring that the information provided online is accurate and complete. If any of the information you provide changes you must inform us immediately as it may affect your Quotation or our ability to complete your installation.

**6.2.** After you submit your online inquiry, if deemed necessary or at your express request, we will contact you via phone call to complete the initial qualification in order to provide you with a personalized quote and discuss the next necessary steps.

**6.3.** If, based on the information you have provided to us during the online customer journey and, where applicable, the qualifying phone call, we consider your property to be Eligible and Suitable for the installation of the Products, we will provide you with a Quote.

**6.4.** To accept the Quote you must pay the Initial Payment through the Zoho payment system using the link we will send you by email.

**6.5.** Upon acceptance of the Quotation, we will contact you to carry out a remote assessment or, if required, a home inspection. In the event that Additional Works are required to install the Products, we will describe in writing all Additional Works required and provide you with an Additional Quotation accordingly.

**6.6.** Following the remote or on-site inspection, we will confirm whether we can proceed with the Quotation or, if Additional Works are required to install the Products, update the Quotation with an Additional Quotation. In the latter case, we will provide you with the consolidated version of the sales contract, including all documentation and information to be signed, via a new Zoho link that we will send to you by email. The sales contract will constitute our formal offer to provide the Products to you.

**6.7.** If Octopus decides not to proceed with the purchase of the Products after you have signed the sales contract, we will refund the entire Initial Payment to you. If we discover that we are unable to complete an installation for any reason, we will inform you by phone or email and refund the Initial Payment to you, unless such reason is caused by inaccurate, incomplete or incorrect information provided by you.

**6.8.** By signing the final version of the Agreement, it represents your binding willingness to enter into a contract with Octopus.

**6.9.** Octopus is willing to make every effort to install as planned, but it is not always up to us to be able to do so, either because the installation does not meet the Eligibility or Suitability Criteria, because the Products were not available, because we have identified an error in the price or description of the Products or because we cannot meet a Delivery Deadline.

**6.10.** When installing the Products, you will receive a package of documents including information such as certificates, operating manuals and warranty documentation, provided that full payment for the installation has been made within 2 business days of completion of the installation.

## **7. SYSTEM PERFORMANCE**

**7.1.** Following Handover of the Installation we will provide you with an estimated Output Factor for the Products. The standard methodology, together with a breakdown of assumptions and input data will be provided as part of the Quotation and final sales contract. We are not responsible for any deviation in the outcome from the output factor resulting from assumptions and/or external factors provided to us that are incorrect, incomplete or contain errors.

## **8. OUR CONTRACT WITH YOU**

**8.1.** Please refer to the Product Specific Terms and Conditions for your respective goods for details on the online customer experience and how the sales contract process is managed.

## **9. OUR PRODUCTS**

**9.1. Products may vary slightly from images.** The actual colour of the Products may not exactly match that shown on your device or in our marketing materials, or the packaging may be slightly different. Images of the Products on our website or in marketing materials are for illustrative purposes only. Although we have made every effort to display colours accurately, we cannot guarantee that a device's display of colours accurately reflects the colour of the Products.

## **10. BUDGET**

**10.1.** If we consider your property to be Eligible and Suitable for the installation of the Products, we will provide you with a Quote to undertake the work.

**10.2.** Any Quotation we provide to you is based on your answers regarding the relevant technical details of your home, which you provided to us as part of your online customer journey or during the qualification phone call. Where we determine that the technical details of your home differ from the answers you provided, we reserve the right to make a new economic assessment and, accordingly, provide a new quotation to carry out the installation of the Products.

**10.3.** Likewise, the Client assumes that the Price indicated may be subject to modifications as a consequence of a Material Adverse Change. In the event of a Material Adverse Change occurring, Octopus may modify the Budget, communicating the variation to the Client, who must accept the change in the Price to continue with the Installation Project or, failing that, not accept the change in Price and terminate this Contract. The Client must pay the increase in the Price on the Installation End Date.

**10.4.** The Quote does not include changes that your electricity distribution company may require in your domestic electricity installation. If Octopus can carry out these works for you, they will be carried out if you give us permission, but they will be quoted separately from the cost of installing the Products and, in addition, the distribution company may consider that it must inspect the work carried out, the inspection cost of which must be assumed by the Client.

**10.5.** At any time, without prejudice to what is indicated in relation to a Material Adverse Change, Octopus, at its discretion, may choose to issue a new Budget. In the event of a significant economic variation, that is, greater than 20% of the value, a new Contract must be signed. In the event that the modification is not significant, the Client will be notified by email. Such modifications must be communicated to the Client as far in advance as possible of the date scheduled for their implementation. The Client must give its approval or rejection within a period of no more than five (5) business days, understanding from its silence that the Client's acceptance exists. Without prejudice to the foregoing, Octopus may execute those variations that are necessary to allow the correct fulfillment of the object of the Contract, as it cannot wait, in its opinion, for the Client's prior authorization, although it must immediately inform the Client of this circumstance.

## **11. PRICE AND PAYMENT**

**11.1.** The price of the Goods (including VAT) will be the price stated in the Contract of Sale. We take all reasonable care to ensure that the price of the Goods we inform you of is correct.

**11.2.** If the rate of VAT changes between the date of the Sales Contract and the date we supply the Goods, we will adjust the rate of VAT you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect.

**11.3.** It is always possible that, despite our best efforts, some of the Products we sell may be incorrectly priced. We will normally check prices before providing any quotation so that where the correct price of the Products at the date of the Contract for Sale is lower than the price stated at the date of the Contract for Sale, we will charge the lower amount. If the correct price of the Products at the date of the Contract for Sale is higher than the price stated to you, we will contact you for your instructions and no contract will have been concluded.

**11.4.** We accept payment by American Express, Visa and Mastercard. The timing of payment depends on what you are purchasing and will be detailed in the Particular Terms and Conditions of the product. If you fail to make any payment owed to us under the Sales Contract by the due date, we may:

**11.4.1.** charge you interest on the overdue amount at a rate of 4% per annum above the late payment rate set by the Bank of Spain in force at that time. This interest will accrue daily from the due date until the date of actual payment of the overdue amount. You must pay us the interest together with any overdue amount;

**11.4.2.** Pause or cancel any fees associated with the Goods;

**11.4.3.** take necessary steps to recover sums owed to us, which may include engaging a debt collection agency;

**11.4.4.** provide information about your non-payment to credit reference agencies, which may affect your ability to obtain credit in the future; and/or

**11.4.5.** recover from you all costs we have incurred in pursuing your non-payment, including bank charges due to cancelled or failed payments.

payments, the cost of visiting you, including through any debt collection agency.

**11.5.** If you believe that an invoice is incorrect, you must contact us as soon as possible to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved, we will charge interest on correctly invoiced sums from the original due date.

## **12. DELIVERY TIME, ACCESS TO THE SITE AND EXECUTION**

**12.1.** The Delivery Period will begin when the Client grants Octopus access to the Site and makes available sufficient space to carry out the work. Furthermore, all the necessary permits and licenses for the execution of these must be available, as well as the approval of the health and safety plan by the health and safety coordinator or, where appropriate, by the technical management, if required, and, in any case, the rest of the conditions provided for in this Contract must be met.

**12.2.** The Delivery Period may be subject to modifications resulting from obtaining licenses, supplier delivery times, etc., and this will be modified and communicated to the Client.

**12.3.** In accordance with the above, the Client shall allow access to its Property for the performance of the tasks of executing the installation of the Products and, if necessary, the corresponding prior visits, as indicated in these Specific Terms and Conditions. Likewise, the Client must provide Octopus before the start of the calculation of the term with sufficient space in the location for the storage of tools, materials, spare parts and equipment that are reasonably necessary for the execution of the Contract, which, once the installation of the Products is completed, will be immediately released by Octopus.

**12.4.** Delivery will be considered complete and correctly carried out once all installation work on the Products has been completed by Octopus and the Products have been received.

## **13. RECEPTION OF THE INSTALLATION**

**13.1.** The completion of the installation of the Products by Octopus occurs once it has been completely finished, and the commissioning has been carried out.

**13.2.** Once this circumstance has been communicated to the Client, both Parties will sign a Receipt Report, in duplicate, stating full compliance with Octopus' contractual obligations.

**13.3.** Final acceptance of the installation of the Products by the Client will be carried out in accordance with the Acceptance Certificate, which will be issued at the time that Octopus has notified the Client of the completion of the work. In the event that, for reasons not attributable to Octopus, the aforementioned definitive acceptance and acceptance certificate is not issued, unless otherwise stated by the Client, it will be understood, for all purposes, that it has been delivered and definitively received by the Client in the form and time, to its complete satisfaction.

**13.4.** The aforementioned Acceptance Certificate will be issued even if there are minor defects, provided that the extent of these does not prevent the correct functioning of the Products and, to this end, a period of time will be set by mutual agreement within which the appropriate corrections must be made.

**13.5.** Once the Client has been informed of the correction of the defects, the Client will have a maximum period of five (5) business days, from the date on which Octopus has informed the Client of this circumstance, to communicate its agreement to the correction of the defects or, where appropriate, to express any reservations regarding said correction. In the event that, within a period of five (5) days, the Client does not express any reservations, the defects will be deemed to have been correctly corrected.

**13.6.** From the moment the Acceptance Certificate is signed (expressly or tacitly), the warranty period will begin to count.

## **14. QUALITY, DATA INSPECTION AND WARRANTY**

**14.1.** All materials, drawings, designs, documents and work used or performed by Octopus pursuant to the Contract shall be in accordance with the applicable technical specifications.

**14.2.** The works will also be carried out in accordance with the usual practices for carrying out the works, with the provisions of the Contract and with the applicable legal or regulatory provisions.

**14.3.** Octopus shall allow the Client to inspect the works, their pace of execution and quality in accordance with the specifications. The inspection shall always be carried out with prior notice, at least one (1) day in advance, thereafter, by mutual agreement, the date and time of inspection shall be arranged. In no case shall it affect the normal development of the work. Octopus shall appoint a person to accompany the Client's representative at all times through the occupied area.

**14.4.** Octopus guarantees that the work will be carried out in accordance with the conditions stipulated in this Contract and, in general, with the standards of good practice and with the utmost diligence and professionalism.

**14.5.** Once the installation subject to this contract has been carried out and completed, a mechanical warranty period of three (3) years will open from the completion of the work.

**14.6.** The guarantees of the materials will be those provided by the manufacturers (the technical sheets of the installed generation materials will be attached)

**14.7.** The operating guarantee of the installation carried out by Octopus will be covered provided that the following conditions are met:

**14.7.1.** That the equipment has been operated and maintained in a normal manner and in accordance with the specifications and manuals that generally correspond to the materials and equipment subject to this contract, delivered by Octopus.

**14.7.2.** That the equipment has not suffered alteration, manipulation, abuse, misuse or accident.

**14.8.** The above guarantees do not cover incidents caused by external elements (atmospheric discharges, inclement weather, theft, vandalism, fire, flooding, etc.), by circumstances of Force Majeure and by manipulation of the equipment or installation by the Client or third parties, except when there is written authorization from Octopus.

## **15. OUR RIGHT TO MAKE CHANGES TO PURCHASED GOODS**

**15.1.** We may need to make changes to Products you have purchased after the Sales Contract has been signed. If this is necessary, we will notify you and explain why. If you are not comfortable with the changes, you may contact our customer service team on the telephone number indicated in section 3.2 to end the Sales Contract early and receive a refund for Products you have prepaid for but not received. Products you have already received and not rejected will not be eligible for a refund.

## **16. SUPPLY OF GOODS**

**16.1.** The costs of supply, delivery and installation of the Goods will be as set out in the Sales Contract.

**16.2. When we deliver the goods.** The Delivery Date will be agreed with the Client prior to its execution.

**16.3.** We may require certain information from you in order to deliver and install the Goods, for example, instructions on access to the property. We will contact you to request this information if necessary. If you do not provide us with this information within 48 hours of us requesting it, or if you provide us with incomplete or incorrect information, we may terminate the Contract of Sale, postpone or reschedule the delivery and/or installation of the Goods. We will not be liable for delivering the Goods late or failing to deliver any part of them if this is due to you not providing us with the information we require within the time stated.

### **16.4. What happens if there is a delay?**

**16.4.1.** If our supply of the Goods is delayed, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. If there is a risk of substantial delay or if we confirm to you that we are unable to deliver the Goods, you may contact us to end the Contract of Sale and receive a refund for any Goods you have paid for but not received. Nothing in this document affects your statutory rights and you retain the right to cancel the Contract of Sale as set out in this document.

**16.4.2.** If no one is available at your address to meet the Octopus engineer when he arrives to install the Products, we will contact you to let you know how to rearrange the Octopus engineer's visit.

**16.4.3.** If you do not allow us access to your property to install the Goods as agreed, we may postpone or reschedule the installation. If, despite our reasonable efforts, we are unable to contact you or rearrange access to your property, we may terminate the Contract of Sale.

**16.4.4.** You can reschedule your Delivery Date, but you must notify us at least 24 hours in advance on business days. To reschedule your appointment, please call us at the customer service phone number listed above or send us an email to the address set forth in the Product Terms and Conditions.

**16.4.5.** We may reschedule the Delivery Date at our reasonable discretion, which will affect your waiting time.

### **16.5. Responsibility and Ownership of goods.**

**16.5.1.** The goods will become your responsibility from the moment we deliver them to the address you have provided us.

**16.5.2.** You will own the Goods once we have received full payment.

**16.5.3.** Where applicable to your Products, we will provide you with delivery documentation once installation of the Products has been completed.

## **8. YOUR OBLIGATIONS UNDER THE SALES CONTRACT**

**8.1.** You agree:

**8.1.1.** provide us promptly with any information we request and comply with our reasonable requests;

**8.1.2.** make all necessary preparations on your property for your installation as set forth in your Sales Contract;

**8.1.3.** provide us with safe, free and unobstructed access to your property to carry out the installation;

**8.1.4.** comply with all applicable laws, planning authority instructions and obtain all necessary consents that we require to install the Property; and

**8.1.5.** comply with any additional obligations of Customer set forth in the Product Terms.

**8.1.6.** You will be the end user of the Products and confirm that you will be the owner of the Products for the purposes of any manufacturer's warranty;

**8.1.7.** The Products are not qualified to provide life support, critical or medical use and accordingly the Products purchased shall not be used to supply life support or for any medical purpose, or in any scenario where failure of power supply may result in loss of life or personal injury;

**8.1.8.** You will not modify, alter or manipulate the Products without the intervention of an authorized third party;

**8.1.9.** You shall not move the Products from the installation site without consent;

**8.1.10.** That the Products are connected to the Internet at all times, except when interrupted for reasons beyond its reasonable control; and

**8.1.11.** Download and install any manufacturer software updates, keeping the Products properly updated.

**8.2.** If you do not cooperate with us or comply with these obligations, we may cancel or delay your installation and charge you a cancellation fee which will only cover our reasonable costs incurred in these circumstances and which will not exceed 250 €.

## **9. YOUR RIGHTS TO TERMINATE OR END THE SALES CONTRACT**

**9.1.** You may terminate or end your sales contract with us in certain circumstances. Your rights when the Sales Contract is terminated or ended will depend on what you have purchased, whether there are any objective technical problems with it, our level of delivery and after-sales service and when you decide to end the sales contract. You may terminate the sales contract for the following reasons:

**9.1.1.** If what you have purchased is faulty or not as described, you have a legal right to end the Contract of Sale,

have the Goods repaired or replaced or get some or all of your money back.

**9.1.2.** if you want to end the Sales Contract because of something we have done in breach of these Terms and Conditions; or

**9.1.3.** If you have changed your mind about the Goods, you may obtain a refund if you let us know at any time between placing your order online and effective work to start the installation process by Octopus. However, the above will be subject to deductions and you will be required to pay the reasonable costs we incur, including the costs of removal, collection and destruction if necessary, together with any administrative and operational costs we incur. We will provide you with an estimate of these costs if you contact us to cancel the installation and removal of your Goods. If the installation work has already been completed, the full Price will be payable.

**9.1.4.** If you cancel delivery and installation of your products, we ask that you notify us at least 24 hours in advance of the installation date.

**9.2.** The Contract may be terminated at your request for the following reasons :

**9.2.1.** we have informed you of an error in the price or description of the Products you have ordered and you do not wish to proceed; or

**9.2.2.** failure by Octopus to comply with its obligations to carry out the installation of the Products.

## **10. HOW CAN YOU TERMINATE OR EXTINGUISH THE SALES CONTRACT WITH US?**

**10.1.** For If you wish to terminate or end the Sales Contract with us, you must notify us by calling customer services or by sending us an email at the address given in the Quotation and/or the Product Specific Terms and Conditions. You must provide us with your name, home address, order details and, if available, your telephone number and email address. You may also provide us with the cancellation notice set out in the annex to these conditions together with your email or written cancellation, but this is not required.

**10.2.** If the Client decides unilaterally and without objective justification to terminate this contract prior to the date of commencement of the work, Octopus shall not be obliged to reimburse the Client for the Initial Payment made upon signing the Contract. The above shall not apply in the event that the Client terminates the contract due to an increase in the Price due to a Material Adverse Change.

**10.3.** If you decide to end the Contract in accordance with your rights under this Agreement or the Consumer Protection regulations after the Goods have been installed, you must contact us to arrange for the Goods to be uninstalled by us. You must contact the customer services number listed by telephone or by email at the address given in the Quotation and/or the Particular Terms and Conditions of the Product to arrange uninstallation. You must allow us to uninstall the Goods in these circumstances. If you end the Contract of sale for any reason after the Goods have been dispatched to you or you have received them and the Goods have not been installed, you must inform us and arrange a time for collection with us.

**10.4.** Octopus will bear the costs of return or removal if the Goods are faulty or not as described. In all other circumstances the Customer shall be liable for costs and fees incurred in connection with the Goods and services received prior to cancellation. If Octopus has commenced work the Customer shall be liable for the cost of the work carried out so far and the reduced value of the Goods. If installation work has been completed the full agreed price shall be charged .

## **11. CONSUMER RIGHTS AND WITHDRAWAL.**

**11.1.** The Client is informed that, given the nature of the goods and services, he or she does not have the right to withdrawal that can be exercised based on article 103(f) of RDL 1/2007, of November 16, since once the installation services have begun, the products will remain inextricably attached to the home.

## **12. OUR RIGHTS TO TERMINATE THE CONTRACT**

**12.1. Octopus may terminate the Sales Agreement if you breach it.** We may terminate the Sales Contract at any time by writing to you if:

**12.1.1.** If the Initial Payment is not made, if required, at the time of signing the Sales Contract. After a period of 1 week from the suspension of the Contract's effectiveness, the Contract will become totally invalid, as will the offer made by Octopus for the implementation of the object of this contract.

**12.1.2.** When you have signed the Sales Agreement and we are unable to contact you for a period of thirty (30) days after making reasonable attempts to establish contact;

**12.1.3.** you do not provide us, within a reasonable time of us requesting it, with information that is necessary for us to provide the Goods to you, for example, instructions on accessing your property.

**12.1.4.** Unilaterally, for any other reason or motive that Octopus may deem appropriate.

**12.1.5.** After the date of commencement of work, either Party may terminate the Contract at any time, by giving prior written notice to the other, provided that either Party seriously breaches any of its obligations.

**12.2.** If we terminate the Sales Contract for reasons attributable to Octopus , a refund will be made paid in advance , in accordance with the conditions and circumstances indicated in this contract .

## **13. IF THERE IS A PROBLEM WITH THE MERCHANDISE**

**13.1.** If you have any questions or complaints about the Products, you should contact us. Details of who to contact can be found in the complaints policy provided in the Product Specific Terms and Conditions.

**13.2.** We will install your Products with due care and skill. Your Products may be supplied with a warranty provided by the product manufacturer to cover defects in the Products, depending on the relevant Products and the manufacturer in question. You will be provided with all relevant manufacturer warranty documentation following installation of your Products, and we will assist you in making a warranty claim should your Products prove defective under the manufacturer's warranty.

**13.3.** In addition, we have a legal obligation to supply products that comply with the contract of sale and your

## **14. OUR RESPONSIBILITY FOR LOSSES OR DAMAGES YOU SUFFER**

**14.1.** If we fail to comply with these Terms and Conditions, we will be responsible for loss or damage you suffer that is a foreseeable result of our failure to comply with this Contract of Sale or our failure to exercise reasonable care and skill, but we will not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen or if, at the time the Contract of Sale was made, both you and we knew it might happen.

**14.2.** We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Goods.

**14.3.** We will repair any damage to your property caused by us installing the Products. However, we are not liable for the cost of repairing any pre-existing faults or damage to your property that we discover during the installation of the Products. In addition to your statutory rights, we separately warrant that our installation work will be carried out with reasonable care and skill (the Installation Guarantee). If you suffer any damage to your property within the legally prescribed period following installation due to our failure to carry out the installation in accordance with the Installation Guarantee, we will remedy the damage you have suffered.

**14.4.** We are not responsible for business losses. We only supply the Products for domestic and private use. If you use the Products for any commercial, business or resale purposes, we will not be liable to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **15. CONFIDENTIALITY**

**15.1.** For the purposes of this Agreement, "Confidential Information" shall mean any information provided, by any means, by a Party to the other Party (or by a third party on its behalf) or information to which a Party has access or of which it becomes aware for any reason in the course of meetings or discussions between the Parties or with their respective representatives and advisors; and information created, developed or formulated based on the foregoing and the existence of this Agreement.

**15.2.** Each Party undertakes to protect the Confidential Information received with the necessary security measures to prevent it from being disclosed to third parties and to use the Confidential Information received solely and exclusively for the performance of this Agreement. The Parties may disclose the Confidential Information to their partners, directors, staff, subcontractors, professional advisors and funding entities ("Representatives") whenever necessary to comply with the obligations of the Parties under the Agreement and the Representatives have assumed the same confidentiality obligations as those indicated herein. Each Party shall, in any case, be responsible for any breach of confidentiality obligations by its Representatives.

**15.3.** The Parties and their Representatives may access commercially sensitive information that could represent a competitive advantage, where appropriate, for companies dedicated to the production and marketing of energy and gas in Spain, and therefore its disclosure to these companies is expressly prohibited.

**15.4.** Information that:

- a) is, at the date of its disclosure by either Party or subsequently becomes public domain without breach of this Clause;
- b) was known to or was legally in the possession of the receiving Party, without any restriction or obligation of confidentiality with respect to it, prior to the date of its issuance by the other Party;
- c) is lawfully obtained from a third party not subject to confidentiality obligations;
- d) was independently developed by the Parties without using the Confidential Information; and/or
- e) the communications that, where appropriate, a Party must make to the competent authorities, Courts and Tribunals, as a result of compliance with a legal obligation, provided that the other Party is notified of said requirement.

**15.5.** Upon termination of this Agreement, each Party shall return to the other Party or destroy all Confidential Information received in its possession, this decision being at the discretion of each of the Parties, except for that Confidential Information that the Parties must retain in order to comply with a legal provision, which shall be subject to the obligation of confidentiality until its return or destruction.

## **16. ASSIGNMENT AND SUBCONTRACTING**

**16.1.** If the Client terminates this Contract prior to the date of commencement of the work, the Client shall pay Octopus the amount corresponding to the Initial Payment set out in these Terms and Conditions. This amount shall be definitively paid to Octopus as damages incurred.

**16.2.** After the start date of the works, if there is a breach of the essential obligations, the fulfilling Party may terminate the Contract at any time, by giving prior written notice to the other. However, it will be a necessary requirement to proceed with the termination of the Contract that the fulfilling Party grants a period of ten (10) calendar days for the non-fulfilling Party to desist from its breach. This period will not apply when the payment of two consecutive milestones is not met, in which case, Octopus will have the power to suspend the execution of the works and/or terminate the Contract.

**16.3.** In the event of termination in accordance with the above, the effects will be as follows:

**16.3.1.** In the event that the termination is due to non-compliance by the Client, Octopus will deliver the work carried out up to the date of termination and the Client will be obliged to pay for all of the work, as well as for any

damages that this situation may have caused to Octopus.

**16.3.2.** In the event that the termination is due to Octopus's breach, Octopus shall deliver to the Client the work carried out up to the date of termination, which shall be paid for at the same time by the Client. Likewise, Octopus shall be obliged to pay the Client for any damages caused by its breach in accordance with the provisions of these Specific Terms and Conditions.

**16.3.3.** To proceed with the payment for the work carried out, the price stated in this Contract will be taken.

**16.4.** Neither party may transfer and assign its rights and obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Octopus Energy may transfer and assign its rights under this Agreement without the consent of the other Party in connection with a (i) change of control, acquisition or sale of all or substantially all of its assets or (ii) due to default by the Customer.

**16.5.** Octopus may subcontract all or part of its work to any third party, subject to prior written notification from the Client, without the need to obtain the Client's authorization. In the event of subcontracting, Octopus shall be jointly and severally liable to the Client for the actions of its subcontractors.

## **17. DATA PROTECTION**

**17.1.** In compliance with the provisions of current regulations on the protection of personal data, the Parties inform that the personal data contained in this Contract and those arising from the relationship will be processed by the Parties for the purpose of maintaining the contractual relationship.

**17.2.** The legal basis for the processing of data is the correct execution of this Contract. Such data are necessary, so that if they are not provided, the desired relationship between the Parties cannot be created.

**17.3.** The data will be kept as long as the business relationship is maintained and its deletion is not requested, and, in any case, in compliance with the legal limitation periods that apply to it. No data will be transferred to third parties nor will international data transfers be made, except under legal obligation.

**17.4.** Interested parties may exercise their rights of access, rectification, deletion, portability and limitation or opposition by writing to the addresses of each of the Parties listed in this Contract.

**17.5.** Likewise, interested parties may submit any claim or request related to their data protection rights to the corresponding Data Protection Authority, which in the case of Spain is the Spanish Data Protection Agency: [www.agpd.es](http://www.agpd.es).

**17.6.** Data controller data: each of the Parties.

## **18. FORCE MAJEURE**

**18.1.** Any delay or non-compliance by one of the Parties shall not constitute a breach of the Contract, nor give rise to claims, provided that they are due to unforeseen circumstances or force majeure.

**18.2.** When Octopus, due to an unforeseen event or force majeure, fails to comply with its obligations, it shall be released from liability resulting from such non-compliance, provided that Octopus has not contributed to the occurrence or aggravation of the consequences and has notified the Client of their existence in writing within ten (10) days of their commencement. Octopus shall be entitled to an extension of the delivery period provided for the fulfillment of its obligations in consideration of the duration of the cause of unforeseen event or force majeure.

## **19. NULLITY**

**19.1.** When, by judicial provision or of any other nature, any of the Clauses of this Contract is found to be invalid or ineffective, totally or partially, such ineffectiveness or invalidity shall not extend to the rest of the Clauses provided herein, which shall remain in force and may be exercised before any jurisdiction.

**19.2.** The Parties agree to replace any Clause that becomes invalid or ineffective with another valid Clause, with the most similar effect possible.

## **20. MISCELLANY**

**20.1.** We may transfer our rights and obligations under these terms to another organisation that is part of the Octopus Group. We will always inform you in writing if this happens and we will make sure that the transfer does not affect your legal rights or rights under the Sales Contract.

**20.2.** You need our consent to transfer your rights to another person. You may only transfer your rights or obligations under these terms to another person if we agree to do so in writing.

**20.3.** No other person has any rights under this Sales Contract. This Sales Contract is between you and us. No other person will have any rights to enforce any of its terms. Neither you nor we will need to obtain the consent of any other person to end the Sales Contract or make any changes to its terms.

**20.4.** Notices to you under this Sales Agreement shall be sent by mail or hand mail to the billing address or, in the case of email, to the last known email address you have provided to us. Notices to us under this Sales Agreement must be sent by mail to the Octopus address indicated above herein.

**20.5.** If a court finds that part of the sales contract is unlawful, the rest will continue in force. Each of the paragraphs of these terms and conditions applies independently. If a court or competent authority decides that any of them is unlawful, the remaining paragraphs will continue in full force and effect.

**20.6.** These terms are governed by Spanish law and you may bring legal proceedings in respect of the Goods in the courts of Spain to which you are entitled.