

## General Conditions to the Contract for tariff gas Supply

**1. Supply obligation** The Company is obliged to supply to any person that so requests, insofar as it has the technical means to do so, entering into the relevant contract for this purpose. This obligation extends to the extensions that any of the customers may request. The Company, however, may refuse to supply in those cases provided for in the current legislation. The supply of propane gas requires a series of preliminary expenses derived from the inspection of the installation owned by the customer or, where appropriate, the corresponding connection to be made and the necessary pipelines laid, as well as the installation of the meter according to the legally required terms (referred to as "preliminary expenses of the contract"). In the event of an early termination of the contract, the customer must reimburse the Preliminary Expenses to the Company.

**2. Purchase of material** Customers cannot be obliged to acquire the material for their installations in the Company's warehouses or in any other indicated by the same.

**3 Connections** Connections may be made or pipes laid with the financial cooperation of the users, following approval by the Competent Administrative Body of the financing and operating conditions for said connections or pipes. If the customers have paid part of the installation, the connection cannot remain the property of the Company to use it freely, joining new connections or branches, unless an agreement exists with and it is expressly authorised by the users who contributed to its execution, who will be entitled to recoup, in whole or in part, the costs they incurred for the execution of the same at the time.

**4. Conditions of indoor installation.** All receiving installations inside inhabited buildings, for dwellings, businesses or offices, intended to supply any type of fuel gas to one or more customers, must meet the requirements necessary to ensure the regularity and safety of the service, and must be adapted to comply with the safety standards for gas installations and other applicable regulations. Such installations may only be executed by gas installation companies that meet the regulatory requirements. Before starting the propane gas supply, the Company must conduct the appropriate checks specified in the gas installation's certificate of suitability, according to the relevant technical instructions. If, as a result of said check, the installation does not meet the technical specifications required for this purpose, the Company will inform both the installation company and the owner of the installation, of the performance and operation faults found, so they can be corrected before it is commissioned. If, within 20 days following the notification of the deficiencies, neither the installation company nor the owner of the installation formulate written objections to the same, it will be understood that these have been accepted and, consequently, must be resolved by the installation company without delay and at no additional cost to the user, when the deficiency is attributable to the actions of said installation company. If any discrepancies exist regarding the indicated deficiencies, both the Company and the user, or the installation company, may send a communication of the objections raised to the competent regional body, which, prior to the actions it deems necessary, and, in any event, after hearing the parties, will issue the appropriate decision within fifteen days.

**5. Installed Appliances** If the metering devices installed by the Company inside the dwellings suffer faults due to causes attributable to the customers, the latter will be liable to pay the amount necessary for the repairs. Reciprocally, if, for reasons attributable to the Company, the metering devices owned by the customers suffer damage, the customers will pay for the repairs necessary to return them to normal operation.

**6. Conservation of the installations** The owner of the installation, or failing that, the user of the same, will be responsible for maintaining their installations in a perfect state of conservation from the subscriber valve. The owner will also be responsible for the operation and proper use of the installation in such a way that it remains permanently in service with the adequate level of safety. Also, they will also ensure that the safety recommendations, communicated to them by the Company, are observed.

**7. Installation of meters** Customers are entitled to install meters that belong to them or to freely hire them from persons outside the Company, provided that these appliances belong to an approved system and type and are officially verified with a favourable result. If the customer does not avail of the right granted them in the previous paragraph, the Company will be obliged to supply the appliance, thus charging for rental the amounts applicable to natural gas meters according to the Ministerial Order that establishes the tolls and charges associated with third party access to gas installations in force at any time.

**8. Checking of meters** It is compulsory, without exception, to check and seal the devices for measuring propane gas consumption when this serves as the basis for invoicing a supply of said fluid. The appliances for measuring propane gas consumption must be checked and sealed by the competent authority, in the following cases:

1. After any repair that might affect the proper functioning of the appliance or that required the removal of its seals, and also before putting it back into service, if for any reason it is removed from the customer's home.
2. When the Company or the customer so request. If the appliance does not comply with the regulatory conditions, it must be repaired and checked again.

**9. Verification of the meters** Both the Company and the customer can ask the relevant authority for a new verification of the meters it uses. If an appliance, checked by said Delegation, malfunctions, the latter must make the corresponding settlement. While the meter is being repaired, the Company may, if it does not have another appropriate meter, and for a reasonable period of time, install a direct gas flow, settling the consumption in accordance with the customer's uses. The expenses incurred by the check and verification of the meter will be payable by the applicant, if it turns out that it is functioning correctly, and will otherwise be payable by the equipment's owner.

**10. Characteristics of pressure and calorific value** The Company must maintain the pressure of the propane gas and its calorific value within the legally established limits, with failure to do so being penalised in accordance with the applicable legislation. The Customer and the Company may at any time ask the relevant authority to verify these characteristics.

**11. Tariffs** The tariffs authorised by the Spanish Ministry of Energy, Tourism and Digital Agenda for the sale of liquefied petroleum gases by pipeline for the end consumers and published in the Official State Gazette shall apply. If the tariffs cease to be published, the parties will negotiate a price for the supplies. If no agreement is reached within the two months following the absence of publication, the contract will be terminated.

**12. Discount on invoices** When the competent authority verifies that, compared to the values established in the terms and conditions for the concession, the difference of the average pressures measured does not fall within  $\pm 15\%$ , or if the calorific value of a measurement is less than 5% or if the measurement of the calorific values is less than in 2%, having taken the measurements on two different occasions with a four hour interval, or if, using a recorder, this fact is demonstrated for a period of eight hours, added up in the course of one full day, the Company will be obliged to discount from the invoices for that month 10% of the amount of the same for every three days in which such an irregularity was observed or registered. This discount will only apply to customers in the affected area, notwithstanding the relevant penalizations imposed on the Company. The aforementioned discount may not exceed under any circumstance 50% of the invoice amount for the month following that in which the observations were made. The Delegation must communicate the result of its measurements to the complainant and to the Company concerned. If the deficiency affects a distribution sector or a Company's entire network, it will be published in the "Official Gazette" of the province and in a local newspaper for the knowledge of the parties concerned who are entitled to the corresponding discounts. If the competent authority discovers any interruptions to the service that have not been duly justified, a reduction of 10% must be applied to the monthly invoices of the affected customers for every two interruptions recorded in the same sector

in the same month, provided that none of them exceed five hours. When the duration of these interruptions is longer than this time, and less than a day, each of them will be calculated as two interruptions for the purposes of the specified discount. If the interruption lasts one or more days, three interruptions a day will be counted. However, the aforementioned discount may not under any circumstance exceed 50% of the invoice amount, and the payment will be made in the following two months. If the Company supplies tests which demonstrate that such an abnormality was due to force majeure, and this fact is verifiable by the competent authority, said penalizations will not be imposed and nor will the reductions for deficiencies in the supply be applied.

**13. Additional clauses** The additional or special clauses that may be attached to this supply contract will not, in any way, contain provisions contrary to the current legislation.

**14. Increase in supply capacity** If the customer needs to consume a greater amount of propane gas than has been contracted, it must request it from the Company, in writing, or by telephone, calling the Customer Service number **900 708 709**. The Company is obliged to grant this requested increase in supply, except in cases in which the technical conditions of service do not allow it, in accordance with the provisions set forth in the applicable legislation.

**15. Deprivation of supply** The Company may shut off the supply of propane gas in the following cases:

- a) If the customer did not pay the supply amount with due punctuality, in accordance with the provisions of the contract, unless it had previously filed a complaint about this amount to the competent regional body.
- b) In all cases in which the user makes use of the fluid in a way or for purposes other than those contracted.
- c) When the user establishes or allows branches to be established from its installation to other premises or dwelling other than those set forth in its supply contract, or resells or transfers the supplied gas to third parties.
- d) When the Company's personnel are not allowed entry into or it is not possible to enter the premises to which the contracted service is supplied, in order to conduct the periodic inspection of the installations in business hours or those in normal relationship with the exterior.
- e) When the periodic review confirms the existence of serious faults that jeopardise the safety of the Installation. If the Company finds that there are clandestine branches, it may seal them immediately, reporting this to the competent authority.

**16. Inspections** In accordance with current regulations, a periodic inspection of the receiving installations will be conducted within the timescale specified in the corresponding Autonomous Community regulations, and within one calendar year following expiry of this period, passing on the cost derived from the same, as established by law. The inspection consists of performing the operations set forth in the current legislation, basically checking the airtightness of the receiving installation and verifying the correct state of conservation of the same, the hygienic combustion of the appliances and the correct evacuation of the combustion products. To this effect, the personnel authorised to perform this service must be duly accredited. The inspection will give rise to a certificate of inspection if the result is positive or, failing this, to an anomalies report, which will be delivered to the user. The Customer is responsible for correcting the anomalies detected in the installation, including the interior underground connection, the gas appliances and the ducts for evacuation of the combustion products, using for this purpose the services of a gas installer or a service technician who will provide the user with a certificate of correction of the anomalies, who in turn will send a copy to the Company.

**17. Seals** The seals fitted by the administrative authority or by the Company may not be altered under any circumstance by the customers.

**18. Assignment and subrogation of the contract** The customer may not assign this contract without the Company's consent. Reciprocally, the Company may not transfer the rights derived from the same, unless the assignee accepts the obligation to respect the stipulations of this contract, and this is communicated to the customer.

**19. Bonds** When the Company demands a bond, this will be, at the most, the amount resulting from applying the corresponding tariff to the cubic metres that represent the measuring capacity of the meter over a 40 hour period.

**20. Grounds for termination of the contract:** The supply contract may be terminated on the following grounds:

- 1) If, come the date of expiry, one party has notified the other party, with one month's notice, of its wish to not extend it.
- 2) By mutual agreement between the parties.
- 3) If the customer does not pay the supply amount, unless it had previously filed a complaint about this amount to the competent regional body.
- 4) If the company transfers the installation for this supply to another company.
- 5) In the event of a change of the gas from propane to natural gas.

**21. Jurisdiction** Both contracting parties agree to submit to the jurisdiction of the courts and tribunals of the consumer's place of residence.

**22. Characteristics of the contracted service:** The Company may modify the pressure limits and calorific value of the supplied gas to the extent and proportion that the needs of the service and technical advances may require, without the customer being entitled to make any claim or request compensation of any kind, provided that such variations in the type of gas and its characteristics are authorised by the competent authority. If the Company changes the characteristics of the gas supplied, it is bound, with the holders of the contracts in force at that time, to replace or adapt all the elements of the receiving installations affected by the change, and the deployed appliances that are declared in the contract, and where appropriate the meter, without this incurring any cost to the user.

**23. Payment conditions** The invoice for the propane gas supply will be sent to the Customer with the frequency established by the current legislation, at the address provided by the latter, and it will be payable within ten calendar days following the invoice issue date. The Customer may, at any time, choose and modify the payment mode of the same. If a bill is incorrect or late, the Company will re-invoice the Customer, thereby making the relevant adjustments or refunds.

Any amounts owed and unpaid for the contracted supply will accrue late payment interest (at the legal rate plus three percentage points), with no need to serve notice, from the end of the payment period.

**24. Right to cancel** Within fourteen calendar days as from the date when this contract is entered into, the Customer may nullify it by sending, to GNS, the withdrawal document attached herewith, using any of the means specified in said form. A cancellation of the contract will require the parties to reciprocally restore the services. If the customer has requested the start of supply before the end of the period for exercising its right to cancel, in accordance with the provisions set forth in articles 98.8 and 99.3 of Royal Legislative Decree 1/2007, of 16 November, approving the consolidated text of the General Law for the Protection of Consumers and Users and other complementary laws, and exercises its right to cancel, it will be bound to pay for the supplies actually consumed prior to exercising its right cancel at the market price that NEDGIA, S. A. has established at any given time.

**25. Applicable Regulations** What has been agreed in the General Terms and Conditions and in the Particular Conditions of this contract, will in any event be subject to the modifications that may apply to the provision of the propane gas supply, prices or tariffs of the same, conditions of the installations and safety standards, as a result of the legal or regulatory provisions in force at any time.

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The User or its representative: