

## DIRECT DEBIT ORDER (SEPA)

Request number:

n° CUPS:

### DATA OF THE CREDITOR

Marketing company: **COMPAÑÍA LUMISA ENERGÍAS, S.L.**

CIF: **B65711855**

Registered address: **C/ de Ausias March, 67, 08010 Barcelona**

Compañía Lumisa Energías, S.L. is authorized by the General Directorate of Energy Policy and Mines of the Ministry of Energy, Tourism and Digital Agenda for the activity of commercialization of electrical energy.

### CUSTOMER DATA

Regime of the holder:

Social name:

CIF/NIF:

Mobile phone:

Email:

### PAYMENT DATA

Medio de pago: **No domiciliado**

El cliente se compromete a realizar los pagos mediante transferencia bancaria, ingreso en cuenta bancaria o con tarjeta de crédito/débito.

### ACCEPTANCE OF THE CONDITIONS

Electronic contracting: In the event that the Client has proceeded to the electronic contracting of this service, through the electronic registration of their consent with LUMISA, this document will be considered as documentary confirmation of the contracting, in accordance with the established in Royal Decree 1906/1999 of December 17, which will be regulated by the Particular, General and Special Conditions, where appropriate, that form an integral part of this Contract. In proof of conformity, the Client signs this contract, integrated by the Particular, General and Special Conditions, where appropriate, which the Client declares to know and accept.

Promotion  
Digital signature

COMPAÑÍA LUMISA ENERGÍAS S.L.



In Barcelona on date:

# GENERAL CONTRACTING CONDITIONS

## 1. OBJECT OF THE CONTRACT

1.1. The purpose of this contract (the "Contract") is the supply of electrical energy by COMPAÑÍA LUMISA ENERGÍAS, SL ("LUMISA") to the installation owned by you ("the Client") at the connection or delivery point(s) ("Supply Point(s)") indicated in the Particular Conditions; and, if applicable, contracting self-consumption ("Self-consumption") and in the modality indicated by the Client in the Particular Conditions and in accordance with the terms and conditions reflected in them and in these General Conditions.

1.2. To this end, the Client, by signing this Contract, expressly accepts and as the only modality, the attached contract for the acquisition of energy and access to the networks through LUMISA, enabling in this way that it can offer you a comprehensive global price for both concepts and, for which, by means of this Contract, LUMISA is expressly authorized and empowered by the Client, so that, for all purposes, it acquires its legal position in the Access Contract to the Distribution Network that it signs with the Distribution Company where the Client's installation is located. The Client undertakes to authorize the aforementioned joint contracting through LUMISA as long as this Supply Contract remains in force. In the event of a discrepancy between the conditions specified in the Contract and the particular conditions, the Particular and General conditions shall prevail in this order.

1.3. This Supply Contract is personal and the Client must be the effective user of the electrical energy supplied, not being able to use it in a place other than the one for which it was contracted, nor assign it, dispose of it or make it available to third parties. However, as long as he is up to date with the payment of the price, the Client may transfer his contract to another consumer who is going to make use of it under identical conditions, upon presentation in writing of the request for change of ownership with the joint signatures of the Client and of the new owner, and acceptance of LUMISA, who will negotiate with the Distribution Company the regularization of the Access Contract, the effectiveness of which will be conditioned to the aforementioned transfer. The quality of the service will be that defined by regulation in Royal Decree 1955/2000, of December 1, and concordant standards.

## 2. REMOTE CONTRACTING

2.1. The parties agree that all matters related to the development of the Contract, including the validity and execution of this Contract and the validity of the notifications that LUMISA may carry out to the Client, may be made by postal mail, telephone, electronic or telematic including SMS, Whatsapp and/or systems of specific identification codes or specific security keys provided for this purpose by LUMISA, or by any other means that guarantees communication. Therefore, this Contract is executed electronically, through the web page owned by LUMISA, and is understood to be perfected with the acceptance by the Client expressed through the registration or change form. The Client must accept by means of email the conclusion of the Contract in the General Conditions by means of a trusted third party that intervenes between the parties of an online contract to guarantee and safeguard in an Neutral and independent all the processes generated in the electronic transactions carried out. All notifications and communications, between the parties, that have to be made by virtue of this Contract will be made through the aforementioned means, which for these purposes the Client has indicated in the Particular Conditions of this Contract.

2.2. Electronic invoicing. In accordance with the provisions of Royal Legislative Decree 1/2007, LUMISA gives the Client the option of receiving the invoice by electronic mail or post. In the event that the Client expressly authorizes to LUMISA upon the issuance of the invoice by electronic means, it will be sent to the email address provided by the Client in the Particular Conditions of this Contract. The express consent for the remittance of invoices by electronic means, will remain in force as long as it is not expressly revoked by the Client.

2.3. LUMISA will not be liable for the actions of the operators of the means of communication (telephone, mail, SMS, among others) outside of LUMISA used by the Clients, as well as for the damages that may be caused.

## 3. POINT OF SUPPLY AND TECHNICAL CONDITIONS

3.1. For the purposes of the provisions of this Contract, Supply Point/s are understood to be the connection or delivery point located at the Customer's facility where the consumption of the electrical energy supplied by LUMISA is measured. The quality of the supply and its availability will be the responsibility of the distribution company as the owner of the network in which the Customer's installation is located under the terms established in condition 15<sup>a</sup>.

3.2. The nominal voltage and the maximum power that the Client can consume under this Contract will be established in accordance with the provisions of the applicable regulations for such purposes.

## 4. MEASUREMENT AND CONTROL EQUIPMENT

4.1. The Customer must have at the Supply Point/s, during the term of this Supply Contract, a metering and control equipment for the electrical energy supplied ("Measurement and Control Equipment") that complies with the legally established technical requirements, being responsible for its custody, for the equipment that measures consumption, and for compliance with the other obligations established by current legislation. The Client will be responsible for its interior installation and for carrying out the revisions and/or inspections mandatory and to maintain the reception facilities, including consumer devices, in a perfect state of conservation, and to make proper use of them.

4.2. Said Metering and Control Equipment may be owned by the Customer. In the case of Metering Equipment for rent, LUMISA will transfer to the Customer the amount that the Distribution Company invoices.

4.3. In the event that the Distribution Company, in accordance with current legislation, considers the installation of the Power Control Switch ("I.C.P") to be necessary, it will proceed to install it in accordance with the provisions of the regulations and billing its rental to the Client. In the event that some type of regulation is established on the rental of Measurement and Control Equipment, the same and its future modifications will be transferred in full to this Contract.

4.4. The Client, in accordance with current regulations, must guarantee physical access to its installation, to LUMISA, to the Distribution Company, or to its duly accredited employees or contractors, in order to carry out the reading, verification, , verification, sealing or others that are generally necessary for an effective provision of the service object of this Supply Contract.

4.5. The Client undertakes not to manipulate any of the components of the installation, and especially the Measurement and Control Equipment, in accordance with the provisions of current regulations, in any case exonerating LUMISA from any contingency that may arise of the breach of this obligation, and without prejudice to the responsibilities that were legally required for said manipulation. The contract may be terminated by LUMISA, demanding all responsibility from the Client as established in General Condition 13.1.

4.6. In the event of failure or deficiency of the Metering Equipment not allowing the reading of consumption data for any period, LUMISA will make an estimate of the energy consumed by the Client, as established in General Condition 6.3.

4.7. In accordance with the provisions of the Electricity Sector Law and its development regulations, the Distribution Company is solely responsible for the maintenance of the distribution network and the quality and continuity of supply, LUMISA will not be responsible for the lack of quality or continuity of the supply or of the damages produced as a result of interruptions, supply cuts, overvoltages or voltage drops.

## 5. PRICE

5.1. When contracting fixed-price rates, the supply price will be the one specified in the Particular Conditions of this Contract.

5.2. When contracting rates in the indexed price mode, LUMISA will carry out energy purchases from the Client at OMIE and will invoice the Client for the final price of the energy as established below in the following formula:  $\text{Indexed Price} = [(\text{OMIE} + \text{ADJUSTES} + \text{RO} + \text{CO}) \times (1 + \text{PR}(\%)) + \text{FNEE} + \text{BS}] \times (1 + \text{CD}(\%)) + \text{ATR}$  Where: OMIE = Average price for each rate period of the matching result of the Spanish daily electricity market; RO = Remuneration to system (REE) and market (OMIE) operators; PR(%) = Transmission and distribution network losses; BS = Contribution to social bonus; ATR = Access tolls; ADJUSTMENTS = Includes, among other terms, the costs of adjustment services, interruptibility, capacity payments, and other concepts of the energy supplied in the daily market; CO = Operational Cost of Marketing defined in the conditions particular ions; FNEE = National Energy Efficiency Fund; CD(%) = Cost of deviations. Additionally, LUMISA will invoice a monthly amount of €3.9, for management expenses by LUMISA.

5.3. The Client is obliged to pay LUMISA for both the electrical energy consumed and the access rate that corresponds to the Distribution Company and other components regulated by law, in accordance with the prices that appear in the Particular Conditions. Prices include the regulated values that, in accordance with the applicable regulations, correspond to the Distribution Company, and that will be fully transferred to the Client according to the regulations in force. Likewise, LUMISA will pass on to the Client any amount claimed by the Distribution Company due to rebilling or results of inspection records in relation to the Customer's supply point Variations in the regulated values that may be approved by the Administration for the term of this Contract will be automatically transferred to the prices, without this being considered a modification of the contractual conditions in the terms that are established in the 8th condition. The Customer's obligation to pay these amounts will persist until they are fully settled, even if the term established for this supply contract has been reached or it has been terminated in any other way.

5.4. In the event that the Metering Equipment is owned by the Distribution Company, and the Client has chosen to rent it, the Client must pay LUMISA the corresponding price for said rental. They will also be borne by the Client, increasing, therefore, the applicable price, all those expenses, costs, taxes and payments that are legally required as a result of signing the Supply Contract and the Access Contract.

5.5. Any type of promotion, discount and/or supplement on the price offered to the Client by LUMISA will be limited to the specific circumstances for which they were granted or to the duration established in those without generating consolidation or any right to the Client in the maintenance of the mentioned price. For more information, consult our Pricing policy.

## 6. BILLING AND PAYMENT

6.1. LUMISA will invoice on a monthly or bi-monthly basis the amount to be paid by the Client derived from this Contract, which encompasses both the concept of energy acquisition and that of access to the Distribution Network, depending on the form and/or temporality of the readings carried out by the entities in charge of it. Said billing may be issued directly by LUMISA or by any other third party company expressly authorized by LUMISA, especially if said authorized company already has a previous commercial relationship for any other supply relationship. with the client.

6.2. In the invoice issued by LUMISA, all legally required concepts will be detailed and information will be provided on the origin of the supplied energy, the environmental impacts of the different energy sources and the proportion used between them.

6.3. For the billing of the electrical energy consumption carried out, the readings made by the entities in charge of it will be used, in accordance with the applicable regulatory regulations. In the event that the reading tasks are not carried out before the end of the billing period for reasons not attributable to LUMISA, the Client expressly empowers him to bill an estimated amount, taking as reference the consumption of his Supply Point/s corresponding to the average of the last three months. carry out complementary billing once the actual consumption is known, in accordance with current regulations.

6.4. For the billing of consumption in the indexed price modality, LUMISA will apply hourly profiling coefficients calculated based on the profile of the electricity market price curve, which will be applied to consumption for periods provided by the Company Distributor. The hourly profiling coefficients that are applicable to consumption for periods provided by the Distributor Company.

6.5. Payment will be made by direct debit to the account (IBAN) designated by the Client, and payment must be made on the date of receipt by the bank of the communication of the amount of the invoice, or where appropriate, on the date on which the designated banking entity receives the communication with the amount to be charged to the Client's account. Likewise, payment may be made by Depositing the Account into the accounts provided by LUMISA in the Particular Conditions. However, in the event of If necessary, LUMISA may modify, as well as establish alternative payment methods. In the same way, the client authorizes LUMISA to retain the available balance, when it is less than one hundred (100) €, in order to discount it in the next billing.

6.6. Additionally, LUMISA has incorporated the online payment platform. Payment is made according to the PCI-DSS security protocol, established by bank card brands (Visa, Mastercard, 4B) to allow cardholder authentication of the cards during online purchases. The conditions of use of the online payment platform will be made available to you, at all times, in [lumisa.es/condiciones-pago-online/en](http://lumisa.es/condiciones-pago-online/en).

6.7. Invoices not paid in full on the scheduled dates for reasons not attributable to LUMISA will be considered overdue debt, and may be subject to immediate execution. Likewise, non-payment of any invoice will accrue default interest; bank refund, as well as administrative management expenses generated by the subsequent claim to the Client of the unpaid debt. Therefore, LUMISA will invoice for the concepts described below: for invoices with an amount of up to €1,000, an amount of €5; invoices from €1,001 to €5,000, an amount of €15 and, finally, for invoices over €5,001, an amount of €20 for debt collection costs, which include communications and requirements for the purposes of payment, commissions for repayment of banks and any other expenses incurred by LUMISA for the aforementioned purpose, as established for it in the law to fight against delinquency Law 3/2004 of December 29, and without prejudice to what is established in the rest of the General Conditions. Likewise, the Client is expressly informed that, if the payment deadline is not met and provided that all the requirements established in the data protection regulations are met, the data related to the payment default may be communicated by LUMISA to a file of compliance or breach of monetary obligations.

6.8. The Client may modify the payment method by express notification through [atcliente@lumisa.es](mailto:atcliente@lumisa.es) in advance minimum of 21 calendar days from the date of issuance of the invoice in order to allow the modification of data with the bank and the charge to the new account. In the event of two or more consecutive or alternate returns due to non-payment of invoices, The invoice will be sent to the address provided by the Client for payment in any of the

entities that are provided by LUMISA, transferring to the Client the bank expenses caused by the return of the same. In the same way, it must clearly identify to which invoices the payments correspond, exempting LUMISA from any damages and losses in the opposite case. Some of the payment methods that may be offered may be subject to the payment by the Client of certain management expenses that will be duly informed. commanded in advance.

## 7. SELF-CONSUMPTION

7.1. The Client who has a generation facility that, according to current regulations, can benefit from the Self-consumption with Surpluses modality under Compensation may modify their Contract with LUMISA or formalize a new one. The Client is responsible of the correct installation, legalization and maintenance of the generation facility and carry out all the necessary procedures to comply with the requirements demanded in the regulations for the chosen modality. This Contract will be governed by the stipulations contained therein and must comply at all times with the requirements and documentary demands required by current regulations. Likewise, its special billing, supply and measurement conditions will be governed by the provisions of Royal Decree 900/2015 and 244/2019 as well as other applicable regulations. The Client may only benefit from a of the Self-consumption modalities provided for in Royal Decree 244/2019, not being able to combine the types s or self-consumption modalities in the same period of time.

7.2. In the modalities of Self-consumption with Surpluses when the nearby production facilities associated with the consumption share connection infrastructure to the transport or distribution network or are connected through the internal network of a consumer, the consumers and producers will be jointly and severally liable for incidents caused to the transmission or distribution network in accordance with the provisions of Law 24/2013, Royal Decree 1699/2011 and Royal Decree 1955/200, accepting the consequences that the disconnection of the supply point may entail for the parties, such as the impossibility of discharging and/or acquiring energy from the network.

7.3. In relation to the incidents caused in the transmission or distribution network by the facilities covered by any of the Self-consumption modalities, the provisions of Law 24/2013, of December 26, and in its development regulations and in particular what is included in Royal Decree 1699/2011, of November 18, which regulates the connection to the network of small-power electrical energy production facilities, for facilities included in its scope of application and in Royal Decree 1955/2000, of December 1.

7.4. Invoicing. In the modality of Self-consumption with Surpluses Under Simplified Compensation, whether individual or collective, LUMISA will invoice the Client for the amount to be paid derived from this Contract by virtue of the readings received by the Distribution Company, and in accordance with the form and periodicity established in current regulations. The maximum amount to be compensated for surplus energy in each invoice may not exceed the amount of the term of Energy consumed, compensation that will be made in accordance with the hourly curves received by the Distributor Company. In no case can the result of the compensation be negative, nor can it be compensated with the term of power. The term agreed in the Particular Conditions for surplus energy will be applied to the amounts to be invoiced before taxes. In any case, the compensation will be made within the monthly billing period. LUMISA will only be linked to making the excess compensation provided for in the previous section once the corresponding settlements have been received from the System Operator. In the event that LUMISA does not have the Client's consumption or hourly curve readings, the Client expressly authorizes the Client to bill based on an estimated consumption according to the available data, which will be later regularized based on the actual consumption provided by the Distribution company.

7.5. The compensation price agreed in the Particular Conditions will be updated at least annually. These modifications will be communicated to the Client at least one month prior to the application of the modifications and, in the event that they imply a decrease in the price, the Client may terminate the Contract by notifying LUMISA within fifteen (15) calendar days following said communication. The Client shall inform LUMISA of any circumstance that alters the same and, in particular, any change it makes to modify its connection and/or enable its isolation from the network, as well as any modification in its surplus compensation contract or in the distribution coefficients agreement of shared generation among all the participants, as appropriate.

7.6. This Contract is signed for a period of one (1) year from the start of the supply and will be automatically extended for annual periods if there is no prior written communication by either party at least one year in advance. (1) month to the expiration date. The Client must remain for at least one (1) year in the Self-consumption mode chosen from the activation of the supply. Exceptionally, this obligation to remain does not apply to existing self-consumption under Royal Decree 900/2015, of October 9.

## 8. MODIFYING ECONOMIC CONDITIONS

8.1. The prices and conditions reflected may be modified by LUMISA on a monthly basis in accordance with the General Conditions, as long as the wholesale price of electricity taken as a reference to set the price of this Contract has varied more than 10% in the moment of its effective application to the Client. LUMISA will notify the Client of the specific date of the price revision, prior public information, by means of a letter addressed to the same or by means of a notification in its usual consumption bill prior to the modification with a minimum notice of ( 15) days from the entry into force of the modification.

8.2. Notwithstanding the foregoing, in the event that the modification supposes an increase in the price over that initially stipulated, the Client may notify LUMISA of its decision to terminate the contract, in accordance with the statutorily established procedures regarding to the change of supplier. Said communication must be made in writing to LUMISA within a period of fifteen (15) days following the public knowledge or the written notification of the modification of the economic conditions. Fifteen (15) days have elapsed since its public knowledge or from the communication to the Client without having received a written reply from the same, expressing its desire to terminate the Contract, it will be understood that the Client accepts said economic modifications on the date determined by LUMISA. by the Client could not be made effective, due to regulatory processing conditions outside the LUMISA, prior to the entry into force of the new established prices, these will be directly applicable to the Client until the contractual resolution becomes effective.

8.3. On the other hand, when after the date of this Contract, legal or regulatory provisions of an administrative, commercial or tax nature are approved, promulgated, ratified or modified, or the judicial or administrative interpretation of said provisions is modified or of those already existing at the date of the Contract, by virtue of which LUMISA suffers a cost increase or an alteration of the supply provision conditions directly related to the fulfillment of its obligations, LUMISA may increase the price proportionally, prior communication written to the Client, so that the economic balance of the provision to which LUMISA is obliged is restored.

## 9. CONNECTION FEES AND SECURITY DEPOSIT

9.1. The expenses that originate the work of connection, extension, reconnection, verification, or other connection rights necessary to meet the new supply or for the expansion of the existing one, which correspond to the Distribution Company, will be borne by the Client. The Client must carry out, at

his own expense, the necessary technical adaptations to adapt his installation to the regulations.

9.2. For this reason, and according to current regulations, LUMISA will invoice for the concepts described below, without prejudice to the fact that said costs may be varied by regulation: (I) Extension rights, in the event of registrations or increase in power, with an amount of 17.374714 €/kW contracted + VAT; (II) Access rights, in the event of registrations or increase in power, of 19.703137 €/kW + VAT; (III) Down payment rights, in the event of registration, increase or decrease in power and rate change, with a cost of 9.04 € + VAT; (IV) Verification fees, for installations over 20 years old, with an amount of 8.01 € + VAT and (V) Modification of the contract for the procedures carried out by LUMISA, with a cost of between 10 and 25 € + VAT.

9.3. The contracted power can only be modified once a year, as long as a minimum of 12 months have elapsed since the last change of power made. This period does not apply if there has been a change of ownership of the contract.

9.4. LUMISA may require the Customer, at the time of contracting and in any case before the start of the supply, the delivery of a deposit or Guarantee Deposit for the legally established amount. The Customer authorizes LUMISA to apply the corresponding part of the aforementioned deposit to the balance of the amounts pending payment at the time of the contractual resolution.

## 10. SUBROGATION AND ASSIGNMENT

10.1. For the subrogation of the rights and obligations of the Contract, the previous request for a change of ownership will be necessary, provided that the payment is up to date. The new Client will be subrogated in the Contract in identical conditions to those agreed with the previous holder, to whom the deposit or guarantee that would have been constituted will be returned, and a new deposit will be required from the new Client if necessary.

10.2. The Distribution Company may require, in the event of supplies older than 20 years, the verification of the facilities, for which the new owner will be responsible for meeting the costs regulated by Royal Decree 1995/2000. In addition, you can demand, if necessary, the adaptation of the same and the presentation of the corresponding Installer Bulletin.

10.3. LUMISA may assign, where appropriate, the Contract and the rights and obligations arising from it to any company that legally or contractually succeeds it, previously notifying the Client.

## 11. CONTRACT DURATION

11.1. This Supply Contract is signed for a term of one (1) year from the start of the supply and will be automatically extended for annual periods if there is no prior written communication by either party with a minimum of one (1) month before the expiration date. To this end, each invoice sent to the Client will indicate the date of termination of the Contract so that it can avoid its extension, if that is its will. In case of eventual supply or season, the duration will be as indicated in the particular conditions, with annual periodicity in the case of season.

11.2. The Contract will enter into force on the date of its signing, although its effectiveness will be conditioned to the moment in which access to the distribution network is available and the Metering Equipment meets the requirements established by current regulations. As well as the prior verification by LUMISA of the data provided by the Client at the date of signing the contract, within a maximum period of fifteen (15) business days, its effectiveness being conditioned to the fulfillment of the following obligations: (I) To the previous verification by LUMISA of the data provided by the Client, reserving the right to reject the Contract in case of discrepancy or incorrect data, in case there is a pending previous debt, or in the event that the Client is involved in insolvency proceedings, bankruptcy or a similar situation; (II) LUMISA may consult files related to the breach of monetary obligations to know the solvency of the Client. Therefore, LUMISA reserves the right to reject the Contract if the Client is registered in a credit or equity solvency registry; (III) At the moment in which the Client provides all the necessary documentation that is legally required for the supply of energy or Self-consumption and (IV) At the moment in which the installations, including the generation installation, where appropriate, comply with the requirements established by current regulations, and access to the distribution network is available and has been made effective, without any liability on the part of LUMISA for delays in the date of commencement of supply.

11.3. In the event that access to the distribution network is not granted before two (2) months from the signing of this document, the Contract will be subject to the review, by agreement between the parties, of the economic conditions for the Supply Point(s) object of the same. Otherwise, it will be understood as not subscribed.

11.4. The Client, notwithstanding the provisions of the preceding paragraph, may terminate this Contract in compliance with section (VI) of General Condition 13 of this document. In the same way, LUMISA may unilaterally resolve this Contract at any time, notifying the Client in writing fifteen (15) days in advance.

## 12. SUPPLY SUSPENSION

12.1. In the event of non-payment by the Customer, LUMISA may process, in accordance with current regulations, the suspension of the supply if twenty (20) calendar days have elapsed since payment was required, by presenting the collection to the financial entity where the Client has the payment of the invoice domiciled or through the deposit in the account of the bank accounts provided to the Client, and this would not have been fully paid.

12.2. Likewise, the supply may be suspended: (I) In cases of force majeure, as established in General Condition 14; (II) Due to breach of any of the obligations arising from this Contract and, in particular, the lack of payment of any invoice within the stipulated period; (III) In general, in the cases provided for in the current electrical regulations and, especially, the breach of any obligation imposed on the Customer as a user of the service, for reasons security or risk to people or property, or performance of necessary tasks of maintenance, repair, expansion or replacement of facilities and (IV) By contractual resolution, and in accordance with the provisions of the regulations.

12.3. If LUMISA suspends the supply due to non-payment, its replacement will not take place until the Client has made all the payments due, as well as the accrued late-payment interest and the expenses caused by the suspension and eventual replacement of the supply. LUMISA, and once the payments owed by the Client have been made, will notify the Distribution Company, within a maximum period of three (3) calendar days, so that it proceeds to replace it. The Client will continue to be responsible for the payment of the concepts derived from the Access Contract with the Distribution Company, as well as the expenses incurred as a result of the suspension and reconnection required by the Distribution Company, such as the legally established re-engagement rights. The Distribution Company will be solely responsible for the reconnection.

12.4. The Distribution Company will have the power to administratively terminate a Network Access contract, being able to withdraw the Measurement and Control Equipment if the supply remains offline for more than 60 days due to non-payment. Similarly, LUMISA may request the Distributor Company the administrative withdrawal of the Client in a situation of suspension of supply due to non-payment, in accordance with current regulations, if it is not possible to locate the Client.

12.5. In the event that the electricity supply of the Client's home is essential to power medical equipment that is necessary to keep a person alive, this

circumstance must be certified by means of a medical certificate, before the period of 10 days.

12.6. LUMISA may exercise, at any time, its right to terminate this Contract due to non-payment by the Client, in accordance with the provisions of section (I) of General Condition 13 of this document. Successively, upon processing the suspension of supply, LUMISA reserves the right, in the event of breach of this Contract by the Client and if necessary under the circumstances, to transfer this Contract to the Reference Marketer in the form of a Voluntary Price Rate for Small Consumers.

### 13. CONTRACT TERMINATION

13.1. The following are causes for termination of the Contract, regardless of those indicated in current legislation: (I) Failure to comply with any obligation arising from the Contract, especially non-payment of the amount, use of energy supplied for a purpose or use other than that established in this Contract or the breach by the Client of the commitment not to terminate the Access Contract while this Supply Contract is in force; (II) When, by the Client or with his knowledge, direct hookups have been made without prior contract or deviations have been established to supply energy to a facility not provided for in the Contract, as well as manipulation of the measurement or control equipment or its correct operation has been prevented; (III) Impossibility assumptions legal process to process the suspension of supply, (IV) The situation of insolvency or declaration of insolvency in accordance with current regulations; (V) The modification of the economic conditions by LUMISA in the terms established in General Condition 8 and (VI) The express and reliable communication by the Client within fourteen (14) business days from the signing of this Contract or from its reception, in the case of contracting via telematics or telephone, and as long as during this period the service has not been used.

13.2. This Contract will be automatically terminated, with regard to electricity supply, if the Client signs a new electricity supply Contract under some form of Self-consumption and with effect from its entry into force.

13.3. Each party undertakes to notify the opposing party, and at least fifteen (15) days in advance, of any voluntary request for Bankruptcy, admitting that the breach of said commitment is sufficient cause for contractual termination. In the same way, the parties expressly admit that any invoice that is issued after the date of judicial declaration of the Bankruptcy will be considered credit against the mass, being obliged to pay it at maturity, in accordance with the provisions the current Law 22/2003, Bankruptcy, or regulation that replaces it.

13.4. The termination of the Contract for reasons attributable to the Client during the first year of validity of the contract and the extensions will not produce any penalty.

### 14. FORCE MAJEURE

The Customer or LUMISA will not be liable for the breach of the Supply Contract in cases of force majeure and, especially, if there is an impossibility on the part of LUMISA to acquire or deliver electricity to the Customer, for reasons not attributable to him, or by direct or indirect intervention of third parties.

### 15. RESPONSIBILITIES

15.1. LUMISA will in no case be liable for damages caused to the Client or to third parties due to actions or omissions of the Client itself or of third parties that are not directly attributable to the Distribution Company. The Client is responsible for remedying any anomaly detected in its facilities and, in general, to maintain its facilities in adequate conditions.

15.2. The Distribution Company, with whom the access is contracted, will be responsible for the quality of the service, understanding as such, the continuity of the supply, (number and duration of interruptions) and the quality of the product (characteristics of the voltage wave), as well as the incidents that occur in the network, in the terms established in Royal Decree 1955/2000 of December 1. The Client is informed that the responsibility for the availability, continuity of supply and quality of the product is from the Distribution Company of the area, in accordance with the provisions of current regulations.

### 16. CLAIMS

16.1. The Client may request information, as well as make claims to LUMISA in relation to this Contract through all available communication channels, such as at the following address: A/A: Apartado de Correos 18002, 08018 Barcelona, Spain; or via email addressed to [atcliente@lumisa.es](mailto:atcliente@lumisa.es) "Customer Service - Claim"; or by phone to the free number 900 811 473.

16.2. All claims received are recorded in our computer systems and the Client may request information about them through any of the indicated channels. LUMISA undertakes to answer all claims as soon as possible, which shall not exceed one month from the date of receipt of the same in our claims service center. This reply is intended to inform the Client of the actions that have been taken or will be taken to solve the incident that is the subject of the claim. The reply does not imply necessarily the solution of the incident, since on many occasions it may require actions in which the time exceeds the time set for the response.

### 17. LEGISLATION AND JURISDICTION

17.1. This Supply Contract will be governed by and will be interpreted in accordance with applicable Spanish law and, in particular, with Law 24/2013, of December 26, on the Electricity Sector, its development regulations and any regulations that modify or replace it.

17.2. In the event of any discrepancy or controversy arising from the interpretation, application or execution of this Agreement, LUMISA and the Client, expressly waiving any other jurisdiction that may apply, submit to the jurisdiction of the Courts and Tribunals corresponding to the place where the installation of which the Client is the owner and in which the supply is provided is located.

17.3. When by legal provision or of any other nature, any of the clauses of this Contract is invalid or ineffective, such ineffectiveness or invalidity will not affect the validity and effectiveness of the remaining clauses of the same, which will remain in force. force and may be exercised before any jurisdiction. The Parties agree to replace any clause that becomes invalid or ineffective with another valid one with the most similar effect possible.

### 18. RIGHT OF WITHDRAWAL

18.1. As a consumer, and according to Royal Legislative Decree 1/2007, of November 16, which approves the consolidated text of the General Law for the Defense of Consumers and Users and other complementary laws, you have right to withdraw from this contract within a period of 14 calendar days without the need for justification and to count from the conclusion of the contract according to the provisions of section (VI) of General Condition 13 of this document.

18.2. To exercise this right, you must notify us at the following address: A/A: Apartado de Correos 18002, 08018 Barcelona, Spain or through our email

addressed to [atcliente@lumisa.es](mailto:atcliente@lumisa.es) "Customer Service - Withdrawal" using the Withdrawal Form or other similar documents.

18.3. In any case, the Client authorizes LUMISA to start the supply object of this Contract from the first moment, during the withdrawal period.

18.4. Consequences of Withdrawal: In the event of withdrawal by the Client, we will make the payment of all payments received, including delivery costs without any undue delay and, in any case, no later than 14 calendar days from the date on which you inform us of your decision to withdraw from this contract. The refund will be made using the same payment method used by the Client for the initial transaction, unless you have provided otherwise, in any case, will not incur any expenses as a result of the reimbursement. However, if the Client accepts that the provision of services or energy supply can begin during the withdrawal period, he will pay us an amount proportional to the part already provided of the service in the moment in which you have communicated your withdrawal, in relation to the total object of the Contract.

## 19. SOCIAL BONUS

19.1. In the event that the Client is availed of the Social Bonus prior to signing the Contract, LUMISA will inform that with the subscription of this new Contract they will not be able to avail themselves of the Social Bonus. If, in the same way, the Client wishes If you sign the Contract with LUMISA, you will be sent the model for waiving the application of the Social Bonus provided for in current legislation, which must be signed for the Contract to be signed. If you want more information about the Social Bonus, you can find information on the web <https://www.cnmc.es/bono-social>.

19.2. The Client declares that he is not in a situation of energy poverty, vulnerability and/or risk of social exclusion, as well as that it cannot be considered an essential supply in the terms of the sector regulations. Otherwise, the Client undertakes and is solely responsible for obtaining from the competent Administration or the competent medical services, as appropriate, the precise documentation to prove such a situation, as well as to facilitate it and make it known to LUMISA, exempting it from all liability in the event of non-compliance.

## 20. PERSONAL DATA PROTECTION

20.1. Who is responsible for processing your data? LUMISA, located at C/ de Ausias March, 67, 08010 Barcelona, with CIF B65711855, is responsible for processing the User's personal data and informs you that these data will be treated in accordance with the provisions of current regulations on personal data protection, Regulation (EU) 2016/679 of April 27, 2016 (GDPR) and Organic Law 3/2018, of December 5 (LOPDGDD), regarding the protection of natural persons with regard to the processing of personal data and the free circulation of these data.

20.2. Who will we communicate your data to? LUMISA will only communicate the data to Public Organizations and Institutions of the General State Administration, as well as the Distribution Company, in order to be able to contract on behalf of the client.

20.3. For what purpose do we process your data? For the purposes of the provisions of current regulations regarding the processing of personal data, LUMISA informs the Client that their data will be incorporated into an automated or manual file created under the responsibility of LUMISA, in order to carry out the maintenance and management of the contractual relationship with the Client, as well as the tasks of information and marketing of the services offered by LUMISA or by third parties and activities related to them for which The Client expressly, precisely and unequivocally consents to the signing of the Supply Contract.

20.4. How long will we keep your data? Personal data will be kept for no longer than necessary to maintain the purpose of the treatment and when it is no longer necessary for that purpose, it will be deleted with adequate security measures.

20.5. How have we obtained your data? This treatment will only be carried out if LUMISA has the consent of the interested party. Said consent will be understood as granted if the interested party provides their personal data for this purpose through the form established for this purpose in this web page or other means. In turn, by signing this Contract, the Client expressly consents to the transfer and processing of the personal data contained in the file to LUMISA or its subsidiaries so that they can be sent by any means, commercial information, of the products and services marketed by LUMISA and its subsidiaries or third parties related to the supply of energy. In the same way, the Client gives his consent for the treatment of the data contained in the file to those companies whose intervention is necessary for the provision of the service. Any other use of the personal data contained in the file But, it will require the consent of the Client. The personal data subject to treatment by LUMISA are those obtained from the user through the use of digital or physical platforms and the contracting of products or services. For this reason, the user guarantees that all the data provided is owned by him or is authorized for said transfer by the owner of the same. The Client declares that all the data provided to LUMISA is true, committing to keep them updated. The Client will be responsible for the data provided, such that if the Client provided the wrong CUPS, a third party would be registered, the Client being solely responsible for the damages caused by this situation.

20.6. What are your rights in relation to the processing of your personal data? The Client may revoke their consent at any time, as well as exercise their rights of opposition, access, portability, rectification, limitation, and deletion of data, data contained in the aforementioned files by written communication to LUMISA at the following address: A/A: Apartado de Correos 18002, 08018 Barcelona, Spain or by email addressed to [protecciondedatos@lumisa.es](mailto:protecciondedatos@lumisa.es), attaching a photocopy of your DNI. If you wish, we attach request to exercise the rights of the interested party. As well as the right to file a claim with the Spanish Data Protection Agency if you consider that the treatment does not comply with the normative in force.