

TERMS AND CONDITIONS

SCOPE & COMPONENTS

These terms and conditions ("General Terms and Conditions") apply to agreements between **Comfort Energy Solutions** with CIF B75272784 and registered office at Calle Roma 22, 03520, Polop Alicante, registered in the Commercial Register of Alicante (hereinafter referred to as "C.E.S."), and the private client ("Customer") in relation to the purchase and installation of a **solar energy system, air conditioning and/or heat pump system ("Energy System")**.

PRIVACY

C.E.S. processes your personal data in accordance with current legal and regulatory requirements and applicable government measures. Please consult our Privacy Policy for a more detailed description of how C.E.S. handles your personal data.

BEFORE THE INSTALLATION

Prices

1. What determines the prices?

- 1.1 The price offered by C.E.S. in the purchase contract is the final price of the Energy System, provided that the general pricing assumptions in these General Terms and Conditions are valid and that the assumptions or information regarding the Customer's property are accurate.
- 1.2 If the installation does not meet the general pricing assumptions, the price of the Energy System will be adjusted accordingly, either increased or decreased. In such cases, the Customer will be notified of these changes. If the price increases by more than 5% before installation begins, this purchase contract may be terminated within 14 days without penalty. However, if the price does not change or increases by less than 5%, a penalty of €600 will apply if the Customer terminates this purchase contract.

2. What is included in the price?

- 2.1 The applicable prices and rates are included in the purchase contract between C.E.S. and the Customer. These prices and rates always cover the installation of a complete Energy System in accordance with the general pricing assumptions, including all materials, labor, electricity, permits, and commissioning, unless otherwise specified in the purchase contract or these General Terms and Conditions.
- 2.2 The prices never include costs or expenses related to local requirements imposed by public grid operators, in accordance with applicable legislation, including, for example, changes to the electricity meter or applications for building permits, if required by local or national authorities. The prices also exclude the cost of any municipal building permits.
- 2.3 Promotional campaigns and discounts cannot be combined or applied retroactively after the date of signing the contract.

3. General Pricing Assumptions

- 3.1 Prices are based on an installation carried out under normal and standard conditions, including the following assumptions:
- 3.2 The building where the Energy System is to be installed is prepared for this purpose (the existing electrical installation is in order, and the location designated for the Energy System is ready). If adjustments/preparations are required, these will be carried out within a maximum of two months after signing the purchase contract between C.E.S. and the Customer. Please note that the actual installation date may be later for the reasons described here.
- 3.3 The inverter will be installed and connected to electrical power in the same building as the solar energy system, in the same room as the electrical switchboard or circuit, or in an adjacent room, with a maximum cable length of 10 meters. If another location is agreed upon after signing the order, this may incur additional costs.
- 3.4 The price excludes concealed cabling (both indoors and outdoors) unless otherwise stated.
- 3.5 Unless otherwise indicated, the price excludes the use of optimizers.
- 3.6 Existing cable ducts will only be used if suitable for the equipment used in the project.
- 3.7 The public grid and the property's electrical network comply with current legal requirements, are properly registered, and have sufficient capacity and quality to connect the Energy System without additional upgrades or modifications.
- 3.8 The electrical panel complies with current regulations and has sufficient space.
- 3.9 The main fuse, electrical circuit, and sub-circuit are adequately dimensioned.
- 3.10 The installation will be carried out in the same building as the electrical panel. If the installation is carried out in another building, additional costs may arise due to extra wiring and/or a sub-circuit.
- 3.11 The roof is in suitable, watertight condition and has a solid structure capable of supporting and securing the solar panels. If the roof or property is in such condition that the installation of the Energy System cannot be safely performed without major repairs or structural work, C.E.S. has the right to suspend the project without liability and charge the Customer for any costs incurred.
- 3.12 The roof is not slate or covered with vegetation. Installation on slate or vegetated roofs may be offered and quoted separately if available..

- 3.13 In-roof panel installations, if offered, are billed separately. The price includes the removal of roof tiles and other coverings in the designated panel area. For installation on a new roof, battens must already be installed and secured.
- 3.14 Special roofs, such as those containing asbestos, are billed separately. **C.E.S.** reserves the right to cancel or suspend projects on asbestos-containing roofs at no cost and without liability.

4. Credit Approval

- 4.1 **C.E.S.** C.E.S. may conduct a credit check on the Customer and make the offer conditional upon approval.
- 4.2 **C.E.S.** may require the Customer to make an advance payment for the installation or to provide sufficient guarantees for full payment.

5. Subsidies

- 5.1 C.E.S. is not responsible for applying for or obtaining national or local subsidies or customer support schemes.
- 5.2 All prices are exclusive of VAT and subsidies; the Customer is always responsible for paying the gross price at the time of delivery of the Energy System.

6. Information Provided by the Customer

- 6.1 The price of the Energy System is based on the information provided by the Customer to C.E.S. By signing C.E.S.'s offer, the Customer confirms that the information provided is correct (including, for example, information regarding the physical condition of the roof, roofing material, electrical network, and switchboard). If the information provided is incorrect or misleading, C.E.S. has the right to adjust the applicable prices and rates accordingly, or to suspend the project without any liability towards the Customer.
- 6.2 The Customer shall provide C.E.S. and its partners with all relevant information necessary for the installation of the Energy System. Any increase in costs resulting from poor information provided by the Customer will be fully charged to the Customer. Poor information includes, among other things, incorrect or misleading information regarding the technical conditions of the Customer's property.
- 6.3 If the Customer provides incorrect information, the installation of the Energy System will be re-budgeted and completed accordingly.

7. Permits and Approvals

- 7.1 The Customer, with the assistance of C.E.S., is responsible for obtaining the necessary permits and approvals from the relevant authorities prior to the installation of the Energy System, including, where applicable, the relevant verification of restrictions arising from the General Urban Development Plan, municipal regulations, historical heritage, and any other national or local restrictions that may apply in this case. These approvals may also include city or municipal building permits, power supply and grid connection agreements with the local grid operator, and, if applicable and permitted, purchase agreements for surplus electricity with the Customer's electricity supplier.
- 7.2 C.E.S. is not responsible for obtaining permits on behalf of the Customer. C.E.S. reserves the right, at its sole discretion, to provide the Customer with information and assistance to help the Customer obtain permits where necessary.

8. Selection of Installer

- 8.1 C.E.S. works with subcontractors for the engineering, installation, and delivery of the Energy System. The Customer agrees to the use of subcontractors to carry out the delivery.
- 8.2 C.E.S. selects installation partners and subcontractors individually for each project, taking into account costs, delivery times, and other factors it deems appropriate. The Customer accepts that C.E.S. has sole discretion in selecting subcontractors for engineering, installation, and delivery work.

9. Project engineering

- 9.1 Subcontractors and C.E.S. installation partners are responsible for the engineering and planning of the Energy System, including the final selection of equipment and components, as well as the electrical and mechanical design.

The project engineering is based on the information provided by the Customer, such as the address of the property, uploaded photos, and details regarding the roofing material.

- 9.2 The C.E.S. installation partner determines the suitability of the proposed placement of the solar panels, as suggested by C.E.S. and the Customer, and may make changes to the panel placement as deemed necessary to carry out the installation in accordance with safety requirements or the requirements and restrictions of the local grid operator.
- 9.3 The installer may propose modifications to the installation in order to achieve the desired performance. Such changes may include adjustments to the number of components or the addition of optimizers or similar products.
- 9.4 The installer always designs the layout and installation within certain safety limits. These restrictions ensure, among other things, compliance with snow and wind load requirements, the ability to install snow barriers where necessary, and the efficient transport of water.
- 9.5 In regions where this point (9.4) is relevant, the Customer is responsible for installing snow barriers. If desired, snow barriers can be installed at least 14 days before the installation date for an additional cost, subject to availability. Snow barriers are not included in the offer price.
- 9.6 A Customer who wishes the system structure not to comply with the safety parameters established by the installation partners must confirm this in writing, acknowledging that this may result in the loss of installation warranties.
- 9.7 Changes to the planned materials and equipment for the installation may occur if necessary due to supply chain reasons, lack of availability, or unsuitability of the initially proposed equipment. C.E.S. will inform the Customer if the planned products need to be changed.

10. Installation Date and Duration

- 10.1 C.E.S. will provide the Customer with an estimated period for carrying out the installation and its duration after the contract has been signed.
- 10.2 The installer determines the actual installation date during the project planning phase and will communicate this to the Customer later. The installation date may be changed, among other reasons, due to issues with regulatory approvals or supply chain constraints.
- 10.3 The installation of the Energy System usually takes about 2–5 working days, depending on the size of the project. Some installations may require more time. However, the entire process, including regulatory and/or public service approvals and electrical works, usually takes around 6–12 weeks. The duration of the installation depends on the season, weather conditions, system size, and other local circumstances. C.E.S. is not responsible for longer installation times than expected.
- 10.4 The installation may be carried out in several phases.

11. Improvements and Additional Orders

- 11.1 Any additional or improvement orders that the Customer wishes to place must be communicated in good time before the installation begins. C.E.S. reserves the right to refuse such additional or improvement orders if the installation has already been scheduled or if supply chain limitations prevent C.E.S. from implementing such updates.
- 11.2 An additional or improvement order requested by the Customer at a time that makes it difficult for C.E.S. to carry it out may result in additional costs. The Customer has the right to either approve these extra costs or cancel the additional or improvement order. Such a cancellation does not affect the Customer's responsibility with respect to the originally planned purchase.

DURING THE INSTALLATION

12. Access to the Customer's Property

- 12.1 The Customer shall ensure that C.E.S. and its installation partners (such as installers, electricians, and other subcontractors) have unhindered access to the Customer's property to carry out the installation of the Energy System.
- 12.2 C.E.S. and its installation partners must have free access to water, electricity, and sanitary facilities required to perform the installation.
- 12.3 The Customer shall remove all removable obstacles and ensure snow clearance and similar measures that may be necessary to enable access to the property and the execution of the installation.
- 12.4 There must be no obstacles restricting or complicating access to the roof or to indoor/outdoor areas, such as pergolas, conservatories, or similar structures.
- 12.5 Any increase in costs resulting from limitations to property access, electricity, or water on the Customer's part will be fully charged to the Customer.

13. No Interference

- 13.1 The Customer must ensure that no visitors, family members, or pets obstruct the installation personnel or access the areas where the installation is being carried out.
- 13.2 No part of the work or installation may be carried out by the Customer or by a contractor independently engaged by the Customer without prior written approval from C.E.S. or its installation partners.

- 13.3 C.E.S. does not provide compensation or discounts to the Customer for any work carried out independently or by third parties hired by the Customer. Such work will result in the loss of all warranties related to the Energy System.

14. Settings and Configuration

- 14.1 Adjustments to the size and configuration (for example, type of panel, optimizers, inverter, heat pump, air conditioning) may occur if special roof conditions require a reduction of the (solar panel) area.
- 14.2 Changes to the materials and equipment provided for the installation may occur if necessary to adapt to conditions on site. The Customer agrees that such changes shall not be considered a defect or an incorrect delivery.
- 14.3 Our goal is to identify any required changes before the Energy System is installed; however, small adjustments may sometimes occur during installation work, which may lead to a price increase or decrease accordingly. Such changes will be communicated to the Customer, who must approve any price variation greater than 5%.

AFTER THE INSTALLATION

15. Delivery and Commissioning

- 15.1 The delivery of the Energy System is understood as the installation of all equipment and the verification of their proper functioning.
- 15.2 For the commissioning of the system, the Customer is responsible for ensuring that the (existing or new) power grid/supply is functioning and provides electricity at the time of delivery.
- 15.3 The Customer must notify C.E.S. as soon as possible and without undue delay if the Customer does not accept the Energy System as delivered.
- 15.4 The commissioning of the Energy System, including the start of energy production, will be carried out, where applicable, after approval by the local authorities as well as the owner of the local grid.
- 15.5 In some cases, commissioning cannot be performed at the time of delivery due to the requirements of local authorities or grid operators.
- 15.6 Certain grid operators require that the Customer's electricity meter be replaced before the Energy System can be put into operation. C.E.S. is not responsible for delays in the production of the Energy System caused by the grid operator's replacement of the electricity meter.

16. Documentation and Completion

- 16.1 C.E.S. provides the Customer with documentation of the Energy System. The documentation is provided electronically and includes product datasheets and user manuals.
- 16.2 Compliance documentation is supplied by C.E.S. installation partners. C.E.S. will, where possible, forward compliance documentation to the Customer. Please note that this is the responsibility of the installation partners.
- 16.3 The Energy System is considered completed once commissioning has taken place and documentation has been provided. The Customer accepts that the Energy System is deemed completed when commissioning is finalized and documentation is delivered.

17. Invoicing and Payment

- 17.1 C.E.S. will issue an invoice to the Customer at the time of delivery of the Energy System. The Customer must pay the invoice within 15 days of receipt. In the event of late payment, the Customer will owe interest in accordance with applicable law.
- 17.2 For the reasons outlined above, the Energy System may be deemed completed after C.E.S. has issued its invoice. In such cases, the full amount must be paid on the agreed due date. Please note that the payment due date may precede the commissioning and completion of the Energy System.

18. Data and Tracking

- 18.1 Connecting the Energy System to the internet requires the Customer to have Wi-Fi coverage at the location where the inverter is installed and to provide the installer with the Wi-Fi network name and password during installation.
- 18.2 If sufficient Wi-Fi coverage and signal quality are not available, the Customer is responsible for securing and establishing the internet connection for the Energy System. Please note that not all products can connect to the internet other than via Wi-Fi.
- 18.3 It is the Customer's responsibility to ensure that the internet connection is functional and that the product(s) are configured with the correct password. C.E.S. or its installation partners are not responsible for troubleshooting internet-related issues.
- 18.4 C.E.S. will assist the Customer with registering the Energy System on the manufacturer's online portal, where applicable. The collection, storage, and use of data on the manufacturer's portal are subject to the terms established by the manufacturer, and this remains solely a matter between the manufacturer and the Customer. If the Customer does not wish the Energy System to be registered on the manufacturer's portal, the Customer must expressly notify C.E.S.

- 18.5 C.E.S. has the right to collect, store, and use the production data of the Energy System at its discretion. Sometimes such data may include personal data. Please consult our Privacy Policy for a more detailed description of how C.E.S. processes personal data.
- 18.6 C.E.S. configures the inverter manufacturer's portal according to the specifications provided. C.E.S. does not guarantee that data integration into the inverter portal will always function properly.
- 18.7 The Customer grants C.E.S. the right to register the Energy System, including the installation address, on the inverter manufacturer's online portal and to access, download, and store the data available on the portal related to the Customer's installation. The Customer also grants the inverter manufacturer the right to share the data available on its portal with C.E.S.
- 18.8 Energy Systems with optimizers do not include panel-level performance monitoring unless the optimizer supplier is the same as the inverter brand.

19. Customer's Insurance Notification

The Customer is responsible for notifying their insurance company of the installation of the Energy System on their property.

20. System Conditions for a Solar Energy System

- 20.1 The solar energy system is balanced between the nominal direct current (DC) power of the solar panels and the alternating current (AC) power of the inverter.
- 20.2 The system size and the specified capacity refer to the nominal DC power of the solar panels.
- 20.3 As part of the project, the installer will evaluate the optimal inverter for the project. Since most inverters are more efficient with a high utilization rate, in many cases the inverter will be smaller than the nominal DC power of all the solar panels combined. This is done to optimize the annual energy production of the system and may, on particularly sunny days, lead to a reduction in the energy production output of the solar energy system.
- 20.4 The sound generated by the solar energy system is caused by the cooling fans and/or the switching components of the solar inverters.

21. Surplus Electricity Sales

The Customer is the owner of the energy produced by the Energy System. C.E.S. is not responsible for the sale of surplus electricity.

22. Marketing and Social Networks

The Customer grants C.E.S. the right to freely use images of the Customer's property, the Energy System, and the installation process in its marketing activities, including coverage on social media.

WARRANTIES

23. Installation Workmanship Warranty

- 23.1 C.E.S. provides a 2-year warranty on the assembly and cabling used in the installation, as well as the standard manufacturer warranties for the products as specified in the offer/order.
- 23.2 Any damage caused by C.E.S. or C.E.S. installation partners within the warranty period will be repaired and/or compensated in accordance with these General Terms and Conditions.
- 23.3 The Customer is responsible for reporting any damage to C.E.S. as soon as possible and within a reasonable period, and for doing everything possible to minimize the consequences of the damage. Damage resulting from the Customer's failure to notify C.E.S. within a reasonable time will not be covered by the installation warranty.
- 23.4 The warranty period begins at the time of delivery of the Energy System.
- 23.5 Any work carried out by the Customer or a third party that interferes with the work performed by C.E.S. or C.E.S.'s installation partners during the installation warranty period will render this warranty void.

24. Product Warranties

- 24.1 C.E.S. provides a 2-year warranty on the assembly and cabling used in the installation, as well as the standard manufacturer warranties for the products as specified in the offer/order.
- 24.2 During the product warranty period, C.E.S. guarantees that the above-mentioned products will function as intended and be free from manufacturing defects.
- 24.3 Any defective product during the warranty period will, at C.E.S.'s discretion, be replaced or repaired.
- 24.4 The product warranty from C.E.S. covers the direct and necessary costs of repairing or replacing the defective product.
- 24.5 The Customer is responsible for any direct costs incurred by C.E.S. in the event of an unjustified warranty claim by the Customer.
- 24.6 The warranty period begins on the delivery date of the Energy System.
- 24.7 Any work or malfunctions to the Energy System caused by the Customer or a third party during the product warranty period will result in the warranty being void.

- 24.8 Any extended warranty provided directly by the manufacturer, beyond the C.E.S. product warranty, is solely between the Customer and the manufacturer. Please note that such extended warranties may require the Customer to register the products in accordance with the manufacturer's procedures.

25. Performance Warranties

- 25.1 C.E.S. guarantees that the Energy System has the nominal capacity of the specified DC system but does not provide any warranty on the actual energy production.
- 25.2 All products are subject to wear and tear, which over time may lead to reduced energy efficiency and production. It is expected that energy production will decrease due to normal wear, or that such reduction will fall within the manufacturer's maximum degradation data.
- 25.3 Any performance warranties provided directly by the manufacturer are solely between the Customer and the manufacturer. Please note that such warranties may require the Customer to register the products in accordance with the manufacturer's procedures.

DAMAGE AND COMPENSATION

DAMAGE

26. Damage to the Customer's Property

- 26.1 C.E.S. undertakes to properly respect the Customer's property and general belongings during the installation of the solar energy system. C.E.S. agrees to compensate for any damage caused by its own negligence or that of its installation partners.
- 26.2 Tile breakage, dents, or scratches on (roof) materials, minor impacts to the Customer's property resulting from normal installation activities, penetration of beams by nails or screws, and/or changes in water drainage properties are not considered damage to the Customer's property.
- 26.3 In the case of metal sheets on the roof, there is a risk of dents and consequently loss of product warranty. C.E.S. is not responsible for damage caused by warranty loss or dents in the sheets.
- 26.4 The Customer is responsible for the safe handling and transport of snow.

27. Damage to Public or Third-Party Property

C.E.S. is not responsible for any damage to public property or to third parties caused by the Energy System or its consequences, unless such damage is caused by errors or negligence on the part of C.E.S. or its installation partners.

28. Limited Liability

- 28.1 C.E.S. or its installation partners are not responsible for damage to the Customer's property caused by the Customer's negligence or by the Customer's breach of these General Terms and Conditions.
- 28.2 C.E.S. and its installation partners are not responsible for injuries caused by unauthorized access by third parties to the installation site or the areas where the installation is being carried out.

29. Damage Repair

- 29.1 Damage or malfunctions caused by C.E.S. or C.E.S. installation partners and subcontractors, for which C.E.S. is responsible, will be repaired or replaced at C.E.S.'s discretion.
- 29.2 The Customer is responsible for reporting any damage to C.E.S. as soon as possible. C.E.S. is not responsible for repairing or replacing damage that is not reported within a reasonable time when the Customer knew or should have known about it.
- 29.3 C.E.S. undertakes to repair or replace defective equipment or damage caused during installation as soon as possible and within a reasonable period from the Customer's notification to C.E.S.

COMPENSATION FOR LOSSES

30. Direct Losses

- 30.1 C.E.S. is responsible for the Customer's direct losses resulting from delays in delivery and defects in installation. Direct losses mean the necessary and documented additional costs incurred by the Customer due to delays in delivery and installation errors.
- 30.2 C.E.S. is not responsible for direct losses if the defect or delay was caused by circumstances beyond its control and which C.E.S. could not reasonably avoid or mitigate.

31. Indirect Losses

C.E.S. is not responsible for indirect losses incurred by consumers or commercial customers as a result of delays in delivery and installation errors, unless the loss is due to gross negligence or intent by C.E.S. Indirect losses include, among other things, loss of benefits due to the Energy System not being available for use as expected.

32. Loss of Production

Production loss may occur in the event of downtime or malfunction of the Energy System, or in the event of a power outage or errors in the electrical grid. C.E.S. is not responsible for compensating the Customer for production losses beyond its control, including faults caused by the public and/or local grid.

33. Disclaimer of Liability

- 33.1 The Energy System is not the Customer's primary electricity source. Therefore, C.E.S. is not responsible for losses directly or indirectly caused by power outages. When grid power fails, C.E.S. must disconnect the Energy System.
- 33.2 All work on the Energy System must be carried out by authorized personnel. Therefore, C.E.S. is not responsible for losses directly or indirectly caused by, among other things, repairs and maintenance work carried out by unauthorized personnel.

RESOLUTION AND DISPUTES

RESOLUTION

34. Cancellation and termination by the Customer

- 34.1 The Customer may terminate the contract free of charge within 14 days after the date of signing the purchase agreement, except if the installation has already taken place.
- 34.2 After confirmation of the order, C.E.S. may change the size of the Energy System, the number of panels, or make other necessary modifications depending on the characteristics and specific features of the roof. If modifications are made, the price of the Energy System will be adjusted. In the event of a price increase of more than 5% compared to the original contract price, the Customer may either accept the revised contract or cancel it free of charge.
- 34.3 After 14 days, but before the agreed start date, and provided there is no price deviation of more than 5%, the Customer may cancel the installation by paying a cancellation fee of €600. The Customer has no right of withdrawal under Article 103(c) of the Consumer Law, as the purchase agreement implies the delivery of goods manufactured according to the Customer's specifications (own house and roof) and which are clearly personalized.
- 34.4 Cancellation by the Customer must be made in writing using the C.E.S. cancellation form, which is provided upon request.
- 34.5 In the event that the Customer terminates the contract after the agreed start date, the Customer shall pay for the work performed and the costs incurred that are not covered by the cancellation fee of €600.
- 34.6 Insufficient financing by the Customer does not affect C.E.S.'s right to cancellation fees.

35. Cancellation and termination by C.E.S.

- 35.1 C.E.S. may cancel or suspend the installation free of charge if the Customer has not provided the necessary data to C.E.S. or its installation partners within 30 days of signing the contract to enable the installation to take place. In this case, C.E.S. may charge the Customer a termination fee of 5% of the agreed installation price.
- 35.2 C.E.S. may cancel or suspend the installation free of charge if the installation cannot be completed due to circumstances beyond C.E.S.'s control, such as lack of approval from local authorities or changes in national legal requirements.
- 35.3 C.E.S. may cancel or suspend the installation free of charge if the installation cannot be completed within a reasonable time due to delays caused by the Customer or third parties engaged by the Customer, for example if the building is not ready, there is no electricity at the site, or similar circumstances.
- 35.4 C.E.S. may cancel or suspend the installation free of charge if incorrect information has been provided by the Customer to C.E.S. or its installation partners, in which case the Customer shall bear the costs of any work already performed that cannot be undone.
- 35.5 C.E.S. may cancel or suspend the installation free of charge due to local conditions that significantly complicate the installation or may lead to substantially higher costs.
- 35.6 C.E.S. may postpone or cancel the agreement at any time free of charge due to supply chain restrictions.

36. DISPUTES

Disputes between the Customer and C.E.S. must be resolved amicably. If this is not possible, either party may submit the dispute to the courts of the city of Alicante.