

These General Terms and Conditions govern the contractual relationship between Thermoaqua Solar S.L. and its clients for all services, construction, and installation works in residential and commercial premises.

1. COMPANY IDENTIFICATION

Thermoaqua Solar S.L. (hereinafter "Thermoaqua"), with NIF B72063241, provides installation, repair, and maintenance services in the residential and commercial sectors. Registered office: Urbanización Aldea del Coto, nº 6, escalera 6, 1º B, 11130 Chiclana de la Frontera (Cádiz), Spain. Email: info@thermoaqua.com. Phone: +34 645 27 89 51. Website: <https://thermoaqua.com/es/>. Registered in the Mercantile Registry of Cádiz, Volume 1845, Sheet 187, Page CA-34792. Represented by Falco Werner Friemann, sole administrator.

2. SCOPE AND CONTRACTUAL DOCUMENTS

These terms regulate the services contracted with Thermoaqua, including photovoltaic solar systems, energy storage, solar thermal energy, aerothermal heat pumps, air conditioning, heating, plumbing, electricity, and swimming pool systems.

3. ESTIMATES AND ACCEPTANCE

Quotations will identify the scope, equipment, total price, taxes, exclusions, payment terms, validity period, and execution timeline. For consumer offers, the total price including taxes and any additional costs will be stated. The offer remains valid for the period explicitly stated in the quote. If no expiration date is specified, the company must confirm its validity prior to a late acceptance. For domestic appliance repairs governed by Royal Decree 58/1988, estimates shall be valid for a minimum of thirty days from communication.

The client may accept the quotation via email or WhatsApp confirming the offer. Acceptance can also take place through payment of the 60% advance deposit linked to the estimate, provided the client received the quote and conditions beforehand. Commercial sales visits are free. Technical diagnostic visits to locate or repair faults are chargeable services; pricing is informed and accepted prior to the visit.

4. SCOPE OF WORK AND ADDITIONAL TASKS

Only agreed line items will be executed and billed. Unless expressly included, extensions, repairs on third-party equipment, structural work, decorative restoration, special access machinery, and unbudgeted administrative fees remain excluded. Changes requested by the client or arising from hidden site conditions will be documented with cost and schedule impacts and require explicit prior approval.

5. LABOR, HOURS, AND TRAVEL

When services are billed on an hourly basis, the quotation specifies the hourly rate per worker, applicable taxes, and minimum billing units. Labor hours are cumulative worker-hours (e.g., two technicians working eight hours equal sixteen billable hours). Time spent on preparation, purchasing materials, and project-related travel is integrated into labor hours at the agreed hourly rate. Fixed-price contracts are not altered by labor logs.

6. MATERIALS AND EQUIPMENT

Agreed models and materials will be supplied. Substitutions affecting specifications, performance, warranty, or price require prior client consent. Client-supplied equipment is subject to compatibility and safety checks. Thermoaqua warrants its installation work but assumes no liability for inherent defects in third-party equipment supplied by the client.

7. SITE ACCESS, INFORMATION, AND AUTHORIZATIONS

The client shall provide safe site access, an authorized point of contact, and available information regarding existing utilities, hidden conduits, and structural constraints. The client must obtain necessary property or community approvals. Thermoaqua executes technical verification standard to its profession.

8. SCHEDULE AND SAFETY

The execution schedule and whether deadlines are estimated or binding are stated in the contract. Delays due to supply shortages, unsafe weather conditions, lack of access, or third-party interference will be communicated with rescheduled timelines. Thermoaqua reserves the right to halt work posing immediate safety risks. Utility interruptions (water/power) will be coordinated in advance to minimize inconvenience.

9. INVOICING AND PAYMENTS

For installations and major works, a **60% advance deposit** is due prior to starting work, and the remaining **40% balance** is due upon final completion, unless a custom payment milestone is agreed upon. Minor repairs, emergency service calls, and small tasks are billed upon completion without an advance deposit.

Payments are accepted via credit/debit card, bank transfer, or cash within statutory legal limits. For consumer contracts, payments are due upon reaching agreed milestones. For business-to-business (B2B) transactions subject to Law 3/2004, payment terms default to 30 calendar days from invoice/service delivery date unless agreed otherwise. In case of overdue payments, Thermoaqua may suspend pending work after formal notice while securing the installation.

10. REGULATORY PERMITS, LEGALIZATION, AND THIRD PARTIES

Legalization, self-consumption registration, grid feed-in compensation, capacity upgrades, subsidy applications, certificates, and tax incentives are included only if explicitly listed in the contract scope. Administrative and utility approval times are beyond Thermoaqua's control, though the company remains responsible for diligence in submitting paperwork.

11. ENERGY PERFORMANCE AND CONNECTIVITY

Yield forecasts, savings, and payback estimates rely on stated assumptions (consumption, tariffs, orientation, shading, weather data). They do not constitute guaranteed production figures unless stated in writing. Remote monitoring requires client-provided internet and compatible routers. Reconfigurations caused by network changes are chargeable unless covered under contract.

12. COMPLETION, HANDOVER, AND INSPECTION

Handover is documented alongside relevant tests, operation manuals, and certificates. The client can note observations or minor punch-list items. Signing the delivery note acknowledges completed work without waiving statutory rights or coverage for latent defects.

13. WARRANTIES AND AFTER-SALES SUPPORT

Thermoaqua fulfills statutory warranty requirements for supplied goods and workmanship. Normal wear and tear, improper usage, lack of maintenance, or unauthorized third-party intervention exclude coverage for resulting damage. Statutory warranty repairs carry no charge for the client.

14. MAINTENANCE AND RECURRING SERVICES

Maintenance agreements clearly define covered equipment, visit frequencies, included materials, response times, fees, duration, and cancellation rules. Renewal terms respect statutory provisions, and general conditions do not automatically create subscription commitments.

15. CANCELLATION AND RIGHT OF WITHDRAWAL

Cancellations are processed in accordance with the contract and law, settling incurred labor and materials. If the legal right of withdrawal applies (for distance or off-premises contracts), consumer clients have ****14 calendar days**** (up to 30 days for unsolicited home visits) to withdraw. If early execution is requested during this window, proportional compensation for work performed up to the cancellation date applies.

16. LIABILITY

Thermoaqua is liable for damages and contract breaches attributable to it under applicable law. Thermoaqua is not liable for damages caused solely by pre-existing defects, third-party tampering, misuse, or force majeure events. Liability for intent, gross negligence, and personal injury remains unrestricted.

17. TECHNICAL STANDARDS AND LABOR COMPLIANCE

Execution strictly complies with technical safety codes (electrical, solar thermal, HVAC, building regulations). Thermoaqua organizes its workforce in compliance with occupational health and safety standards and the applicable collective bargaining agreement (Metal sector).

18. COMPLAINTS AND DISPUTE RESOLUTION

Complaints can be emailed to info@thermoaqua.com. Thermoaqua provides official complaint forms (*Hojas de Reclamaciones*) required in Andalusia and responds within the legal timeframe (currently 10 business days).

19. GOVERNING LAW AND JURISDICTION

Contracts concluded with Thermoaqua Solar S.L. are governed by Spanish law. Any disputes shall be submitted exclusively to the competent courts of ****Chiclana de la Frontera (Cádiz)****, Spain, to the extent permitted by law. Proceedings shall be conducted in Spanish.

20. PERSONAL DATA AND MEDIA USAGE

Personal data is processed in accordance with GDPR regulations. Publishing identifiable installation photos for commercial purposes requires explicit prior client consent.

MODEL WITHDRAWAL FORM

(Complete and return this form only if you wish to withdraw from the contract)

To: **Thermoaqua Solar S.L.**, Urbanización Aldea del Coto, nº 6, esc. 6, 1º B, 11130 Chiclana de la Frontera (Cádiz), Spain. Email: info@thermoaqua.com

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*):

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Ordered on (*) / received on (*): Reference:

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Name of consumer(s):

Address of consumer(s):

Date: Signature: (only if this form is notified on paper)