

Contract conditions for the provision of piped propane gas - Annex B

1. **Obligation, permanence and continuity of supply**

The provision of gas is permanent and continuous, with the exception of interruptions for service reasons, those that occur due to fortuitous events or due to force majeure, those agreed in advance and also those resulting from acts attributable to the consumer or third parties.

There is no obligation to supply when overdue debts from the signed supply contracts have not been settled, irrespective of the installation in question.

2. **Installations and use of piped propane gas**

- 2.1 The consumer must have the pipes, accessories and other equipment, from the meter to the burners, and keep them in perfect condition, which must be according to what is stipulated and defined in the applicable norms.
- 2.2 Rolear will only connect the equipment and establish the supply of gas after the consumer has shown the Inspection Certificate issued by an inspection agency in accordance with the legislation (Decree-Law no. 521/99, of 10 December).
- 2.3 The responsibility for arranging periodical inspections under the terms of and in the periods established in the designated applicable legislation and regulations, i.e. whenever any changes or repairs are carried out to the place where the gas is used, lies with the consumer, as the user or owner of the property being supplied with piped propane gas, or the condominium as the party responsible for the communal parts of a building operating under the horizontal property regime.
- 2.4 The consumer must rigorously observe Rolear's instructions relating to the use of equipment and must immediately communicate any failure of their installation to the respective services, acting in conformity with the safety rules and cutting off the supply in the event of a gas leak.
- 2.5 In the event of a leak, the supply of piped propane gas will be interrupted and must be re-established after the leak has been fixed and an inspection agency has certified that the installation can be used to supply gas again.
- 2.6 For the purposes of the previous subparagraph, and in all emergency situations, where the safety of people and property is in question, the consumer must allow properly-identified Rolear technicians access to their property; in such cases, no prior notice shall be required.
- 2.7 The gas provided by Rolear may be used by the consumer as they see fit; the consumer assumes total responsibility for the use of the gas in accordance with the purposes established in the contract.
- 2.8 Rolear declines liability for any accidents caused by the propane gas provided, the fortuitous failure of the equipment or improper use of the equipment.

3. **Propane gas meters**

- 3.1 The propane gas meters and respective accessories are provided and installed by Rolear in its capacity as owner; no charge may be made for the cost, hire, amortisation or periodical inspection of said equipment.
- 3.2 The meter is entrusted to the consumer, particularly for the purposes of safeguarding it and returning it at the end of the contract, provided that third parties do not have free access to the meter.
- 3.3 The consumer shall be liable for damage to or failures of the meter entrusted to them, where such damage or failure arises from causes beyond the meter's normal use.
- 3.4 The meters are subject to obligatory checks under the terms of and at the intervals established in the applicable legislation and regulations; the charges for these checks and any adjustments are the responsibility of the meter's owner.
- 3.5 The meters may also be subject to non-standard checks, whenever the consumer or Rolear suspects or detects a defect in their functioning.
- 3.6 When a non-standard verification is requested and carried out, and it confirms function within the tolerated limits, the person or company that requested the non-standard verification shall be responsible for the respective charges; in all other circumstances, the responsibility goes to the owner of the equipment.

3.7 Consumption measurement errors resulting from any anomalies verified on the meter, and which are not due to a fraudulent procedure, will be corrected; for the purpose of corrections, calculations shall be based on the best estimate of the gas supplied during the period affected by the anomaly, taking into account the characteristics of the installation, its operating regime, the previous consumption values up to the date when the anomaly was detected and, if necessary, the values measured in the three months after the anomaly has been fixed.

4. **Interruption of supply for service reasons**

Consumers must be given as much notice as possible when the supply is to be interrupted so that they can take the necessary measures to avoid or reduce the resulting inconvenience. Rolear may interrupt the supply of propane gas:

4.1 Within the scope of consumption restriction programmes or other programmes set up by official competent authorities.

4.2 When it is necessary to carry out connection, extension or installation maintenance work.

4.3 To carry out urgent work for safety reasons.

5. **Interruption of supply for reasons attributable to the client**

5.1 Rolear may interrupt the supply of propane gas whenever any of the following circumstances attributable to the consumer are detected:

a. Non-compliance with the contract provisions, particularly the conditions of the contract for the supply of piped propane gas or the safety rules.

b. Inability to access the meter or the gas cut-off valve on the part of Rolear.

c. Opposition to the carrying out of installation inspections.

5.2 The interruption of supply does not exempt the consumer from civil or criminal liability.

6. **Interruption of supply for reasons attributable to third parties**

As soon as Rolear becomes aware of any interruption to the supply of propane gas caused by the actions of third parties, they are obligated to inform the client as soon as possible

7. **Responsibility during the interruption of gas supply**

7.1 For safety reasons, in the event of an interruption to supply, the installations must always be considered to be operational.

7.2 The client is forbidden to use the gas during the periods of notice for interruptions to supply and must close the safety valve and the valves on all burners.

7.3 Rolear will notify their clients as to when the supply of gas will be re-established; the consumers shall be liable for any accidents or failures resulting from improper use of the respective installations.

8. **Complaints**

8.1 Rolear has a complaints book.

8.2 Complaints about bills do not allow the consumer to suspend payment except in situations where there has been an obvious error accepted by Rolear.

9. **Gas supply requested by email, fax or mail**

9.1 If gas supply is requested by email, fax or mail, Rolear will send the consumer a copy of the propane gas supply contract for them to sign and return.

9.2 The copy of the contract must be returned, signed by the consumer, within 15 days.

9.3 Failure to return the signed copy of the contract in the period outlined above, without the consumer expressing in writing that they wish to interrupt the provision of gas, implies tacit acceptance of all of its clauses.