

## **Additional General Terms and Conditions Homie B.V. (v5.7, March 2022)**

[date]

The General Terms and Conditions in accordance with the Thuiswinkel Waarborg Certificate apply to all Homie services. This user agreement contains additional conditions, obligations and agreements.

### **1. Parties**

Service provider: Homie B.V., also trading under Homie Pay-Per-Use (hereinafter referred to as “Homie”), a company registered in the Netherlands with Chamber of Commerce registration number 66592429, located at Wagenmakersweg 3, 3449 HV Woerden, The Netherlands.

Contact details:

phone: 015 – 7601615

email: [info@homiegroup.com](mailto:info@homiegroup.com)

User: Sell\_to\_Customer\_Name (hereinafter referred to as “User” residing Sell\_to\_Address, Sell\_to\_Post\_Code, Sell\_to\_City, The Netherlands.

Contact details:

Phone number: Phone\_No\_

email: E\_Mail

## 2. Provided service

Homie provides the User with a well-functioning appliance. Possible repairs and replacements are included in the service. The appliance is and remains the property of Homie during and after the subscription period. In the case of a pay-per-use subscription, the usage is registered via a built-in tracker. The User receives an invoice for each individual use, the price of which varies per wash cycle, depending on the selected programme and subscription type.

The services offered by Homie are still in development. Therefore it is possible that (minor) problems with washing, registering the washing cycles (if applicable) and / or payments can occur from time to time. User and Homie are aware of this and will help each other, if the above problems occur, to solve them as soon as possible.

## 3. Homie's obligations

3.1 Providing a well-functioning appliance to the User and registering usage at all times (in case of a pay-per-use subscription) to enable well-documented billing.

3.2 Home strives to deliver ordered products to the User within a delivery period of three working days.

3.3 If applicable, Homie will take care of the responsible disposal of a User's old appliance free of charge, upon delivery of a Homie appliance. The old appliance must be disconnected and ready for transport at the time of collection.

3.4 Provide repair or replacement in case of breakdown of the User's Homie appliance, free of charge, unless the damage was caused by careless or improper use of the appliance by the User. Once the breakdown is reported by the User through email or telephone, Homie will inform the User of planned corrective actions (repair or replacement) as soon as possible.

3.5 Homie ensures regular connection on the required connection applicable to the appliance (drain/tap/electricity). Homie is not responsible for water damage or collateral damage.

## 4. User obligations

4.1 To provide, during the ordering procedure, correct information about the accessibility of the address and the place where the appliance will be installed and about the availability and accessibility of electricity, a water tap, a drainpipe and wireless internet (if applicable). Extra costs due to unexpected circumstances on site can be charged to the User by Homie. This will be discussed on the spot and decided if possible.

4.2 To be present during the communicated delivery date and timeslot, to identify yourself, to sign for receipt and to ensure that the location where the device is to be delivered and installed is freely accessible for the delivery team. The area must also be hygienic and safe to enter. If this is not the case, Homie may refuse the delivery and terminate the contract with immediate effect. In this case we will keep the deposit.

4.3 To handle the appliance with care and use the appliance only in accordance with the manufacturer's instructions. Homie charges a deposit and sets conditions for the return of the deposit to the User upon termination of the agreement. Upon receipt, the appliance must be clean and undamaged, and function properly with all original parts present.

4.4 The User may allow third parties to use the appliance, as long as it concerns neighbours and / or friends. The User is responsible for this third-party use. Commercial use of the appliance is not permitted.

4.5 To ensure that the machine is connected to wireless internet (in case of a pay-per-use subscription) so that the use of the machine can be registered, and if necessary restore the internet connection. The appliance can only store usage data in offline status for a certain period, after which the appliance automatically blocks. As soon as the appliance is online again, the block is automatically undone.

4.6 To notify Homie of any malfunction of the appliance or the WiFi connection within a week.

4.7 Not to make, or let someone else make, adjustments or reparations to the appliance.

4.8 To notify Homie at least one month in advance in case of relocation of the appliance.

Homie has a free moving service. We offer this free moving a maximum of once per two years. In case the User him or herself moves the appliance, the risk and potential costs are born by the User. The User will also have to use transport bolts.

4.9 To give Homie access to the appliance upon first request, so that Homie can inspect its condition and fix potential problems.

4.10 In case of theft, to report it immediately to the police and then immediately provide Homie with a copy of the police report. The User is responsible for the costs Homie incurs to replace the device, including the appliance purchasing costs.

4.11 To protect the device against external causes (such as water or fire damage). The User is responsible for related costs, including the appliance purchasing costs, in case Homie has to repair or replace the device due to such damage during use.

4.12 Not to sell, dispose of, rent or pawn the device without Homie's written consent, or to act in any other way to conflict with Homie's interests.

4.13 Homie can always hand over the appliance ownership or the rights and responsibilities for its service to a third party.

4.14 To allow Homie to use the collected User data after anonymisation for modelling and research purposes, also in conjunction with Homie's business partners.



## 5. Prices and additional costs

5.1 Homie ensures free delivery and connection, any repairs and if necessary, replacement of the appliance. Homie charges a deposit. The deposit will be returned to the User upon termination of the contract when Homie has collected the appliance in good condition. For a description of the conditions for receiving the deposit back, see 4.3.

5.2 The (minimum) monthly fee is stated in the ordering process on the website, in the confirmation email and in the User account on the website. All prices on the website and in the agreement include VAT.

5.3 The monthly fees are structured as follows:

- We charge a minimum monthly fee for pay-per-use subscription. The User pays for each washing or drying cycle and this is deducted from the minimum monthly fee serving as credit. On the billing date, any surplus from the previous month will be debited together with the monthly minimum for the following month.
- A fixed monthly amount is charged for the other household appliances and products.

5.4 When Homie and / or the User deems it necessary to visit the User to (re) connect the washing machine or dryer to the internet, Homie may charge € 25,- per visit.

5.5 In case a User is not home during the time of the scheduled delivery, service visit or pick-up visit, Homie may charge the User € 75.00 to cover the unnecessary logistics costs.

## 6. Invoicing and payment

6.1 The User owes the (minimum) monthly fee and the deposit from the moment that the agreement has started. The User monthly pays the (minimum) monthly fee prior to the applicable month, including a potential surplus from the previous month. The first direct debit takes place on the day of installation and subsequent debits are repeatedly performed on that day.

6.2 The agreement is terminated when Homie has received the appliance back. From this moment on, the subsequent direct debits will stop.

6.3 Payments are made via direct debit, carried out by the by Homie B.V. designated third party KUARIO B.V.. User is obliged to ensure that there is sufficient balance in his bank account. This direct debit is activated by means of the first (deposit) transaction during the ordering process on the website. If the User does not agree with a monthly debit, the User can have it reversed by contacting his bank in good time. If the User makes use of this, Article 5.4 will come into effect. If a direct debit fails or is rejected due to an act or omission of the User (e.g. if there are not enough funds in the User's bank account to effectuate the direct debit), Homie can charge the User the costs associated with this failed debit (with regard to costs of the Debits handler).

6.4 The deposit is debited by Homie B.V. via KUARIO B.V. immediately after the agreement is started while placing an order online, before the delivery of the appliance.

6.5 If payment of the (minimum) monthly fee and/or the deposit cannot take place via direct debit, the User is in default by operation of law and fails to meet the payment obligations to Homie. Homie will then request the User to pay within 14 days. If the User has not paid the monthly amount including any additional costs within 14 days after the payment request referred to in Articles 6.1 and 6.3, Homie can hand over the claim. In that case, the User must also pay all extrajudicial collection costs: a maximum of 15% on outstanding amounts up to €2500; 10% over the next € 2,500 and 5% over the next € 5,000 with a minimum from € 40.

6.6 After contract termination by Homie, in a final invoice, all outstanding payments along with any additional charges will be settled between parties.

6.7 In the event of overdue payment or continuous offline status of the appliance, Homie is entitled to remotely shut down or block the appliance, and to suspend relocation, maintenance and repair.

6.8 In the case that the User fails to comply with the conditions of this agreement, then User in default and Homie is entitled to immediately terminate the agreement and collect the appliance. If Homie deems a visit to the User necessary, Homie may charge the User €50 for making logistics costs.



## 7. Subscription period and cancellation

7.1 Homie can test the User's creditworthiness and set additional conditions based on this or refuse to form an agreement with the User, if the User:

- A. has a negative credit rating;
- B. lives on one of the Waddeneilanden
- C. is younger than 18 years old;
- D. is not a consumer but acts in the exercise of his profession or business;
- E. does not have its own WiFi internet connection (if necessary)
- F. Still has unpaid invoices with Homie B.V.
- G. does not (any longer) meet the conditions as included in the Agreement;
- H. does not have a permanent home address and / or is under guardianship or administration unless the administrator agrees in written form.

7.2 This agreement starts as soon as the User has placed an order via the Homie website and Homie has accepted this order.

7.3 The User has the right to withdraw from the agreement within 14 days without providing any reason. The withdrawal period expires 14 days after the day on which you received the product. User should contact Homie or use the model withdrawal form (see page 9). User is only obliged to pay any costs for the service up to the moment of termination. After Homie has installed the appliance, Homie pay charge any costs incurred for installing the product. When User has used the pay-per-use subscription within the withdrawal period, these pay-per-use costs for the use of the service may also be charged. if the User has done more with our products than is necessary to determine the nature, characteristics and operation of our products, we may charge you costs. Given that we deliver our products to the User fee of charge, User will not receive a refund from Homie. User should return the product itself or send it at its own expense. Standard procedure is for Homie to collect the product, whereby User will be charged €75 return transport costs.

7.4 The User agrees that Homie may replace the appliance with a similar product at any time.

7.5 The Agreement is entered into for the fixed subscription period that Homie and the User have agreed upon entering into the Agreement, in accordance with the conditions of the relevant Subscription. The Agreement ends when the appliance is received back by Homie.

### **6+ months subscription**

This subscription form has a minimum duration of 6 months. After the expiry of this minimum term, the agreement is automatically extended for an indefinite period with one month cancellation period.

In the event of early termination during the minimum period, Homie will charge the User for the (minimum) monthly fees over the remaining period of the subscription. There are pick-up costs associated with a cancellation within 12 months:

Large household appliances: Homie will charge a €75,- pick-up fee if the User has a large household appliance collected within 12 months of delivery.



Small household appliances: for small household appliances (e.g. vacuum cleaners, microwave oven) we charge €35 return costs if you cancel within 12 months.

### **3+ years subscription**

This subscription form has a minimum term of 3 years. After the expiry of this minimum term, the agreement is automatically extended for an indefinite period with one month cancellation period. In the event of early termination during the minimum term, Homie will charge the User for the (minimum) monthly fees over the remaining term of the subscription.

7.6 After the minimum contract duration both the User or Homie can cancel the subscription with one month notice period.

7.7 Termination by the User takes place in written form via the contact form on the website.

7.8 Transferring the Homie appliance to a new User is possible if the appliance remains in the same location. Please notify Homie a month in advance per email. New User can takeover the appliance, not the subscription. New User must place an order from the website. The subscription of the former User will then be terminated free of cancellation charges and pick-up costs.

7.9 All terms and prices in this agreement are guaranteed for a minimum period of 12 months after the device is installed. Prices are subject to change in accordance with the consumer price index and take effect 1 month after notification. Also any other (price) changes will take effect 1 month after notification. If the User does not accept the revised terms, the contract will be automatically terminated one month after the notification.

7.10 If the User has not returned the appliance to Homie within 14 days after termination of the agreement, Homie will charge the User for the new value of the device and any additional costs incurred. Homie determines this value unilaterally.

7.11 In case the User has an Appliance and a Living product, both must always be cancelled and returned at the same time. In the event of a machine transfer to a new resident, this new User must take over all rented products or the current User must send the living product to Homie B.V.



7.12 Homie has the right to terminate the agreement with immediate effect, without notice of default and without obligation to pay costs or damage of the User, if:

- a. the User is or is likely to become insolvent;
- b. suspension of payment is granted or the bankruptcy of the User is likely to be requested;
- c. Attachment is made or threatened by the User at the location where the Device is located;
- d. a request for application of the debt rescheduling scheme for the User has been submitted;
- e. there is default by the User;
- f. the User dies;
- g. the User no longer resides at his specified residential address;
- h. the User is or will be placed under guardianship;
- i. the User has provided incorrect information as a result of which Homie would not have entered into the Agreement (under the same conditions);
- j. the User no longer owns the product. The User informs Homie within 24 hours if one of the aforementioned situations occurs and immediately informs the trustee, administrator or bailiff.

7.13 After expiry of the withdrawal period of 14 days as referred to in Article 7.3, Homie, in the event of premature termination during the minimum term, the right to charge the following costs:

- the monthly fees over the remaining period of the subscription;
- the replacement value of the Appliance if the Appliance is not returned or is incompletely returned to Homie within 14 days of termination. Homie determines this value unilaterally.



## Model form for right of withdrawal

(this form should only be completed and returned if you want to withdraw from the contract)

To: Homie B.V.  
Address: Wagenmakersweg 3, 3449HV Woerden  
E-mail address: info@homiegroup.com

I hereby inform you that I exercise my right of withdrawal in respect of our contract regarding  
(one of) the following products:

- Product: Washing machine / Dryer / Dishwasher / Fridge / Other, namely.....\*
- Ordered on [day - month - year]: .....\*
- Consumer(s)' name: .....\*
- Consumer(s)' address: .....\*
- Consumer(s)' e-mail address: .....\*
- Consumer(s)' signature (only if this form is submitted on paper):  
.....\*

\*Delete or provide supplementary information, as applicable