

**BLUEMOVEMENT ADDITIONAL GENERAL TERMS AND
CONDITIONS FOR THE RENTAL OF DOMESTIC APPLIANCES FROM
BSH HUISHOUDAPPARATEN B.V.**

1. Definitions

Subscription: the service based on which BSH provides one or more Appliance(s) to the Customer for Use and delivers, installs and, if necessary, repairs these Appliances against a Monthly Amount agreed with the Customer.

Appliance: each domestic appliance to be rented from BSH by the Customer which is and will remain the property of BSH.

BlueMovement: BlueMovement is part of BSH.

BSH: BSH Huishoudapparaten B.V., with registered offices at Taurusavenue 36, 2132, LS Hoofddorp, registered with the Chamber of Commerce with number 33172709.

Use: use of the Appliance in accordance with these General Terms and Conditions.

Large Domestic Appliance: including a washing machine, dishwasher, refrigerator, freezer, fridge/freezer combination.

Customer: the counterparty of BSH under the Agreement.

Small Domestic Appliance: including a coffee machine, food processor, vacuum cleaner, Smart Grow appliance.

Monthly Amount: the fixed monthly fee for the Subscription payable to BSH by the Customer.

Agreement: each agreement (including the General Terms and Conditions) between BSH and the Customer concerning a Subscription and/or an Appliance and associated goods and/or services.

Return Fee: the return costs stated on the Website, which, in accordance with these Additional General Terms and Conditions, BSH may charge to the Customer for retrieving the Appliance in certain circumstances. The amount of the Return Fee is equal to the amount of the deposit.

Website: the www.bluemovement.nl website.

2. Offer and conclusion of the Agreement

The Customer can conclude a Subscription Agreement through the Website. The Agreement will be established at the time of acceptance of BSH's offer concerning the Subscription by the Customer by placing an order through the Website.

The option of concluding an Agreement through the Website is only available to a (potential) Customer who is a natural person not acting in the pursuit of his profession or company and is at least 18 years old at the time the Agreement is concluded. The Customer declares that he meets these conditions by placing an order. The Customer is obliged to provide correct and complete information to BSH. An Agreement can also be concluded with a party acting in the pursuit of a profession or company with the prior written permission of BSH.

The Customer may terminate an Agreement with BSH during a reflection period of 14 days without stating any reasons. The reflection period will start on the day following the day on which the Customer, or a third party designated by the Customer in advance, which is not the carrier, has received the Appliance. The Customer will handle the Appliance and the packaging with care during the Reflection Period.

The Customer will only remove the product from the packaging or use it to the extent necessary to determine the nature, the properties, and the operation of the Appliance. A guiding principle in this respect is that the Customer may only use and inspect the Appliance in the same manner as it would be allowed to use or inspect it in a store. If the Customer dissolves the Agreement during the reflection period, the costs of the possible installation and removal and the costs for returning the Appliance will be borne by the Customer. BSH offers the option of collecting the Appliance (or to have it collected). BSH will charge the Return Fee in this case. The Return Fee is listed on the Website.

3. Alternatives and changes to the range

The Customer agrees that BSH may replace the Appliance at any time, free of charge, by a similar appliance, which functionalities are not significantly different from those of the Appliance.

The Customer accepts that BSH may unilaterally amend the type, number, or range of the Appliances offered based on a Subscription at any time. In case of such an amendment, BSH will ensure that the Monthly Amount (refer to Article 5) will be amended to correspond to such amended Subscription. This may be in line with another type of Subscription which is already being offered. The Monthly Amount will not be increased as a result of an amendment to the Subscription.

4. Monthly Amount and deposit

The Monthly Amount is listed during the ordering process on the Website and in the confirmation email BSH sends after the conclusion of the Agreement. All prices listed on the Website and in the Agreement include VAT.

The Monthly Amount includes:

- With respect to Small Domestic Appliances: the fee for the delivery, Use, and repairs related to the Appliance;
- With respect to Large Domestic Appliances: the fee for the delivery, installation, Use, and repairs related to the Appliance.

BSH has the right to pass on any price increases arising from legislation to the Customer. However, BSH will never increase the Monthly Amount within three months of the conclusion of the Agreement.

The Customer will owe a deposit to BSH as set out in the Agreement and/or on the Website. BSH will return the deposit to the Customer within 14 days of the termination of the Agreement, after deduction of any amounts due to BSH by the Customer pursuant to the Agreement, provided that all other conditions arising from the Agreement (including the General Terms and Conditions) have been met.

5. Invoicing and payment

The Monthly Amount will be due from the first day of the month in which the Agreement is concluded. The Customer will receive a proportionate discount for the days the Customer did not have the Appliance at his disposal for the first month. This discount will be deducted from the Monthly Amount during the first direct debit order (after delivery of the Appliance).

The Monthly Amount will subsequently be collected immediately prior to the next month.

Payments are made by direct debit, carried out by BSH or by a third party appointed by BSH. The Customer is required to ensure that the balance on his bank account is sufficient.

If the Customer does not agree with a monthly direct debit order, the Customer may be able to have the fee refunded by contacting his bank in a timely fashion. Article 5.4 will take effect if the Customer uses this option.

If a direct debit order is unsuccessful or rejected due to actions or omissions of the Customer (for example, if there are insufficient funds on the bank account of the Customer to be able to complete the charge), BSH can charge the costs associated with this unsuccessful collection to the Customer (such as costs charged by the party handling the collection).

The deposit will be collected by BSH immediately after the conclusion of the Agreement and before the delivery of the Appliance.

The Customer fails to comply with his obligations arising from the Agreement and will be in default by operation of law in case of late payment. In this case, BSH will request the Customer to meet his payment obligation within 14 days, stating that if no payment takes place within 14 days, the Customer will owe the statutory interest and BSH will have the right to claim compensation of the extrajudicial collection costs (up to 15% of the amounts due up to €2,500, 10% of the subsequent €2,500, and 5% of the subsequent €5,000, with a minimum of €40).

In this case, BSH will also have the right to dissolve the Agreement without further notice of default being required and to retrieve the Appliance, in which case the Customer will owe damages and BSH can claim compensation as set out in Article 13.

6. **Delivery, relocation, or replacement of a Large Domestic Appliance**

BSH or its logistics partner will contact the Customer to make an appointment for the delivery and installation of the Appliance after the conclusion of the Agreement.

If there is no lift present, BSH will deliver the Appliance up to the fourth floor. If and insofar as:

- large equipment is required for the Delivery of the Appliance (such as a removal lift or a crane);
- the Appliance must be delivered to a floor higher than the fourth floor and no lift is present; and/or
- there are other particularities that affect the delivery of which the Customer should reasonably have been aware;

the Customer is required to inform BSH in a timely fashion. In this case, the additional costs for delivery will be borne by the Customer. The Customer will have to pay the Return Fee if BSH is not able to deliver the Appliance because the Customer did not inform it of these special circumstances in a timely fashion.

The Customer must show proof of identity upon the delivery and sign for receipt of the Appliance.

The environment in which the Appliance will be placed must be clean and freely accessible.

BSH will connect the Appliance to the power socket or a pull switch during the delivery. In case of a pull switch, the connection cord may not be long enough to be installed directly in the pull switch. In this case, BSH will create an extension using a power cable and an interface socket in accordance with the applicable requirements. BSH will charge €10 to the Customer for this.

The Customer will also receive usage instructions concerning the use of the Appliance during the delivery. These instructions can also be found on the Website.

The Return Fee will be charged in case of cancellation or a change to the installation appointment within 24 hours before the agreed time of delivery, with due observance of the provisions of Article 6.

If the Customer wants to move the Appliance to a different address than the delivery address, the Customer can contact BSH to enable BSH to arrange the relocation of the device at no cost, unless the Customer terminates the Agreement within six months of the relocation. BSH will charge a relocation fee to the Customer of EUR 135 in this case.

The Customer can make use of the relocation scheme no more than once every 12 calendar months.

If the Customer relocates the Appliance to a different address than the delivery address without the knowledge of BSH, the Customer will be liable for any associated costs and any damage caused during this relocation. The Appliance may only be relocated within the Netherlands.

If the Customer has indicated that it wants BSH to remove the old appliance of the Customer which will be replaced by the delivery of the Appliance, this old appliance must consist of one single unit, be clean, be unobstructed, and the environment from which the appliance must be removed must be clean and accessible, failing which BSH can refuse to remove the old appliance. BSH will collect the old appliance at no cost as long as the collection is combined with the installation of the Appliance.

7. Delivery, relocation, or replacement of a Small Domestic Appliance

BSH will send the Appliance to the Customer after the conclusion of the Agreement.

The Customer must show proof of identity upon the delivery and sign for receipt of the Appliance.

The Customer will also receive usage instructions concerning the use of the Appliance during the delivery. These instructions can also be found on the Website.

If the Customer relocates the Appliance to a different address than the delivery address without the knowledge of BSH, the Customer will be liable for any associated costs and any damage caused during this relocation. The Appliance may only be relocated within the Netherlands.

If the Customer has indicated that it wants BSH to remove the old appliance of the Customer which will be replaced by the delivery of the Appliance, this old appliance must consist of one single unit, be clean, and be freely accessible. BSH will provide the Customer with the information and/or documents needed to return the Appliance.

8. Use of the Appliance

The Customer is obliged to act in a manner befitting a responsible customer, which means that the Customer must treat the Appliance with all due care. This means that the Customer will at least keep the Appliance in good condition and will use the Appliance in accordance with the (additional) instructions and manuals supplied by BSH and that the Customer will not use the Appliance in a manner of which the Customer knows, or should reasonably know, for which the Appliance is not suitable. The Customer will secure and/or protect the Appliance against damage and/or theft, not make any modifications, and mitigate any damage as such as possible. The Customer will not remove any codes or seals.

The Customer may only use the Appliance in his (own) domestic surroundings and not for any professional or commercial purposes.

The Customer is liable for any damage caused by negligent or improper use of the Appliance, as well as by negligent or improper use by any third parties.

The Customer is not permitted to subrent the Appliance, make the Appliance available to third parties, dispose of the Appliance, sell the Appliance, or accept any commitments vis-à-vis third parties or enter into an agreement with third parties on behalf of BSH concerning the Appliance and everything that is related to this in the broadest sense of the word.

The Customer must also ensure that an Appliance is maintained properly even if is temporarily not being used. This includes removing the power cable from the socket. The door of a refrigerator, freezer, and washing machine must remain open and all coffee residue and water must be removed from a coffee machine.

9. Maintenance and repairs, loss of value, and theft of the Appliance during Use

If reasonably possible, the Customer must report a malfunction, defect, fault, theft and/or damage in/of/to the Appliance to BSH within 5 calendar days after he has detected this or should reasonably have detected this. The Customer is liable for any damage to the Appliance and any other damage resulting from late reporting.

BSH will carry out repairs (or replace the Appliance if BSH believes that repairs are not possible) within 5 working days after the Customer has submitted a report. If BSH has not repaired (or replaced) the Appliance within the period mentioned above, the Customer must always inform BSH of this in writing and grant BSH a reasonable period to carry out the repair (or replacement). The Customer is not permitted to carry out any repairs to the Appliance (or have these carried out by a third party other than by BSH), unless BSH remains in default in relation to the repairs even after the aforementioned reminder from the Customer. The Customer is not permitted to reduce the rent in this case. The Customer must immediately grant access to the Appliance or send it to an address designated by BSH to enable BSH to inspect its condition following the first request to this end. The Agreement remains in full force and effect in case of a replacement.

Costs of maintenance and/or repairs will, by default, take place at expense of BSH. If the Customer has used the Appliance in a negligent or improper manner (in other words, if the Customer did not act in a manner befitting a responsible customer and/or has acted in violation of his obligations arising from Article 9 in any other way), the costs, including costs for call-out, maintenance, repairs, replacement, or damage, will be borne by the Customer.

As a rule, BSH will carry out the maintenance and repairs of Large Domestic Appliances at the address of the Customer where BSH delivered the Appliance or at the location where the Appliance was placed last with BSH's approval. As a rule, repairs of Small Domestic Appliances will be carried out at a workshop operated by BSH. If the Appliance must be collected or shipped for maintenance/repairs, BSH will arrange a replacement Appliance or refund (a proportionate part of) the Monthly Amount, provided that the Customer has acted in a manner befitting a responsible customer and did not fail to observe his obligations arising from Article 9 of these General Terms and Conditions.

If the Appliance has become damaged or has been lost completely (including theft), for any reason, the Customer will be liable for all costs incurred by BSH to repair or replace the Appliance, as well as all other damage suffered by BSH as a result, including the replacement value. BSH has the right to postpone the maintenance and/or repairs if the Customer fails to comply with the Agreement.

In the event of theft or destruction of the Appliance, the Customer must report this to the police within 5 calendar days after the Customer detected the theft or destruction or should reasonably have detected the theft or destruction, and immediately provide BSH with a copy of the official police report.

Malfunctions can be reported to info@bluemovement.com or through our contact centre available at +31 (0)88 424 4567 from Mondays to Saturdays between 09:00 and 17:00.

10. Ownership of the Appliance

BSH will remain the owner of the Appliance at all times. The Customer is not permitted to dispose of, to sell, or to provide the Appliance to third parties, or to encumber the Appliance by any limited right (including but not limited to a lien).

The Customer is obliged to inform BSH immediately, at the latest within 24 hours after he became aware of, or should have reasonably become aware of, any of the situations set out below:

- a) the Customer has applied for suspension of payments or bankruptcy;
- b) the bankruptcy of the Customer has been requested;
- c) the Customer has applied for the application of the debt restructuring scheme for natural persons;
- d) the Customer is placed under guardianship or administration; and/or
- e) third parties (wish to) levy any form of attachment on the assets of the Customer.

If one or more of the above situations occur(s), the Customer is also obliged to immediately inform the liquidator, administrator, or bailiff that the Appliance is the property of BSH and allow this person/these persons to inspect the Agreement.

11. Duration of the Agreement and notice period

The Agreement will be concluded for the definite period agreed on by BSH and the Customer at the start of the Agreement in accordance with the conditions of the corresponding Subscription. The Agreement ends once the Appliance has been returned to and received by BSH.

Subscription of more than 3 months

With respect to a Subscription of more than 3 months, the Agreement cannot be terminated during these 3 months, except insofar as explicitly determined otherwise in these General Terms and Conditions. After expiry of this initial period, the Agreement will be renewed automatically by a period of no more than 6 years with a notice period of 1 month if the Customer does not indicate otherwise. The Customer can terminate the Agreement through the Website. With respect to an Agreement concluded before the introduction of these General Terms and Conditions, the Customer will also owe the Return Fee if the Customer terminates the Agreement within two years of the conclusion of the Agreement.

Subscription of more than 1 year

With respect to a Subscription of 1 year, the Agreement cannot be terminated during this year, except insofar as explicitly determined otherwise in these General Terms and Conditions. After expiry of this initial period, the Agreement will be renewed automatically by a period of no more than 6 years with a notice period of 1 month if the Customer does not indicate otherwise. The Customer can terminate the Agreement through the Website.

Subscription of more than 2 years (which concerns a contract duration only offered before the introduction of these General Terms and Conditions)

With respect to a Subscription of 2 years, the Agreement cannot be terminated during these 2 years, except insofar as explicitly determined otherwise in these General Terms and Conditions. After expiry of this initial period, the Agreement will be renewed automatically by a period of no more than 6 years with a notice period of 1 month if the Customer does not indicate otherwise. If the Customer terminates the Agreement before 2 years have expired, the Customer will owe 50% of the remaining Monthly Amounts to BSH. The Customer can terminate the Agreement through the Website.

Subscription of 6 years

With respect to a Subscription of 6 years, the Agreement cannot be terminated during these 6 years, except insofar as explicitly determined otherwise in these General Terms and Conditions. If the Customer terminates the Agreement before 6 years have expired, the Customer will owe 50% of the remaining Monthly Amounts to BSH. The Customer can terminate the Agreement through the Website.

The Agreement will end by operation of law no later than 6 years after the conclusion of the Subscription. BSH can submit a proposal to the Customer for a new agreement for a new Appliance no later than 2 months before the expiry of the maximum rental period of 6 years.

After termination by BSH or the Customer, BSH will contact the Customer by phone to make a retrieval appointment for a Large Domestic Appliance or for instructions for returning a Small Domestic Appliance. The Customer will receive a proportionate discount for the days on which the Customer no longer has the Appliance at his disposal during the remainder of the month. BSH will refund this amount to the Customer's bank account present in the records of BSH with due observance of Article 5.4.

12. (Immediate) termination of the Agreement and damages

BSH can terminate the Agreement by email.

BSH has the right to terminate the Agreement with immediate effect without notice of default being required if the Customer:

- a) fails to observe one or more provision(s) of the Agreement (in a proper or timely fashion);
- b) has applied for suspension of payments, a petition will be/has been filed for the bankruptcy of the Customer, the Customer has requested the application of the debt restructuring scheme for natural persons, or if the Customer has been declared bankrupt;
- c) passes away;
- d) is placed under guardianship or administration or otherwise loses the power to dispose of his assets;
- e) no longer has the Appliance in his possession or if he cannot demonstrate that he still has the Appliance in his possession;
- f) has submitted incorrect or incomplete information, or omitted to provide facts and circumstances, before or upon the conclusion of the Agreement, which are of such a nature that BSH would not have entered into the Agreement or would not have done so subject to the same terms and conditions if BSH would have been aware of these circumstances; or if
- g) third parties (intent to) levy attachment on the assets of the Customer.

The Customer will owe 50% of the remaining Monthly Amounts to BSH in case of termination based on Article 12.2. However, the remaining Monthly Amounts will not be due in case of the event set out in Article 12.2(c).

In case of termination of the Agreement (on any grounds):

- With respect to a Large Domestic Appliance: BSH will retrieve the Appliance from the Customer at an agreed time. If it is not possible to agree on a date, BSH will reserve the right to collect the Appliance at a time determined by BSH. BSH can arrange the preparation of a document which sets out the (potential) damage to the Appliance at the moment of retrieval of the Appliance, and the Customer will (co-)sign this document;

- With respect to a Small Domestic Appliance: BSH will provide the Customer with instructions on how the Appliance must be returned to BSH. BSH will inspect the Appliance after receipt.

The Customer hereby gives BSH or a third party/third parties designated by BSH unconditional and irrevocable permission to enter all those locations necessary to take possession of the Appliance. The Customer must return the Appliance to BSH in a complete, original, and clean condition, except for normal wear and tear, including any documents and accessories that belong to the Appliance.

If the Appliance is no longer in its complete, original, or clean condition, including any documents and accessories belonging to the Appliance, BSH will have the right to recover the costs incurred to repair or replace the Appliance and/or associated documents and accessories from the Customer, as well as any loss of profits. "Clean condition" will also be defined as: an Appliance with spots, unpleasant odours, caked grease, or food residues. "Original condition" will be defined as: an Appliance without damage or cracks.

If the Customer does not cooperate with returning the Appliance, or refuses to return the Appliance otherwise, or in case of loss of the Appliance, BSH will recover the replacement value of the Appliance and any costs it was forced to incur in relation to retrieving the Appliance from the Customer.

BSH will bear the costs of collecting the Appliance, unless BSH terminates the Agreement based on one of the circumstances set out in Article 0 or due to a shortcoming of the Customer in the fulfilment of his obligations arising from these General Terms and Conditions, in which case the Customer, in addition to the other provisions of this Article, will be required to provide compensation for any damage.

The deposit will be refunded in case of (interim) termination of the Agreement, in which respect BSH will have the right to settle any costs of repairs or replacements, damages, or other damage/claim with this deposit.

13. Liability and indemnification

The liability of BSH is limited to the amount paid by the insurance to BSH in the case in question, minus the co-payment due by BSH. However, the liability of BSH will always be limited to the amount paid to BSH by the Customer based on the Agreement in the year preceding the event leading to damage.

BSH is not liable for any indirect damage, including consequential damage, lost profits, damage as a result of business standstill, damage resulting from third-party claims filed vis-à-vis the Customer, or property damage consisting of destruction, damage, or loss of other goods.

BSH is never liable for damage incurred by the Customer as a result of:

- a) the failure to use the Appliance in a manner befitting a responsible customer or use of the Appliance in violation of these General Terms and Conditions in any other way;
- b) temporary impossibility to use the Appliance as a result of repairing of the Appliance by BSH; and/or
- c) any use of the Appliance of which the Customer knew, or should reasonably have known, that the Appliance would not be suitable for.

Any claims for compensation filed vis-à-vis BSH must be submitted to BSH by the Customer at info@bluemovement.com immediately after the Customer became aware of the damage. A claim for compensation will expire if the Customer does not submit the claim to BSH within a year after he became aware of the existence of the claim.

The Customer indemnifies BSH against any third-party claim related to damage which is the result of the Customer not using the Appliance in a manner befitting a responsible customer or of any other use of the Appliance in violation of these General Terms and Conditions.

BSH will only be liable based on an attributable failure in the fulfilment of the Agreement if the Customer immediately and properly declares BSH in default in writing with due observance of a reasonable time period and if BSH remains in default after this period.

Nothing in these General Terms and Conditions will limit the liability of BSH for damage caused by intent or gross negligence attributable to BSH.

The limitations of liability set out in these General Terms and Conditions do not apply insofar as BSH is liable based on mandatory rules that may not be excluded.

14. Third-party clause during Use

The Customer declares to be aware of and, insofar as necessary, accepts that the ownership of the Appliance and the Agreement may be vested with a third party or that the Appliance may have been (or may be) pledged to a third party as security for payment of all that this third party can or may be able to claim from BSH at any time.

Notwithstanding the existence of this Agreement, the Customer will provide the Appliance to the third party following the first request to this end, without the Customer being able to invoke any rights of retention, if and as soon as the third party, as the owner or pledge holder, demands the surrender of the Appliance based on a failure of BSH to fulfil its obligations vis-à-vis the third party. This surrender must take place at the office of the third party or at a location designated by this third party. The Agreement will be terminated automatically and with immediate effect due to this surrender.

If the third party is the owner of the Appliance (or if a former pledge holder acquired the ownership) and this third party wants to continue the Agreement, the Customer will accept the transfer of the Agreement from BSH to this third party. In this case, the Customer will always have the right to terminate the Agreement.

The effect of Article 7:226 of the Dutch Civil Code between the parties will be excluded insofar as the Agreement is concluded before the conclusion of the agreement between BSH and the third party as the owner. In this case, the Agreement between BSH and the Customer will remain in force even after the sale of the Appliance by BSH to the third party, followed by the conclusion of the agreement between BSH and the third party.

The third-party clause included for this purpose may not be revoked by either BSH or the Customer.

15. Personal data

BSH will respect the Customer's privacy and ensure that it handles the personal data the Customer provides to BSH in a confidential manner and processes these (or have these processed) in accordance with the statutory requirements.

BSH uses these data to be able to execute the Agreement. BSH will not sell these personal data to any third parties and will only make these data available to third parties in the context of the execution of the Agreement. The personal data that are collected in relation to this Agreement will be processed according to the Privacy Statement, which can also be found on the Website. The Customer declares to be aware of the content of this Privacy Statement by accepting these General Terms and Conditions.

The Customer may request BSH to amend or remove his personal data at any time, provided that the data are not (or no longer) necessary for the execution of the Agreement, by sending an email to data-protection-nl@bshg.com.

16. Miscellaneous provisions

BSH has the right to unilaterally amend these Additional General Terms and Conditions. BSH will communicate all significant amendments to the General Terms and Conditions to the Customer at the latest one month before these come into effect. If the Customer does not want to accept such an amendment, the Customer has the right to terminate the Agreement up until the moment on which the new conditions come into effect. If the Customer does not terminate the Agreement, it will be continued based on the new conditions.

If any provision of these General Terms and Conditions is found to be void, invalid, unenforceable, or unlawful, the other provisions of these General Terms and Conditions will remain in full force and effect.

The Customer is not permitted to transfer any rights or obligations arising from this Agreement to any third parties without the explicit written permission from BSH.

This Agreement is governed by the laws of the Netherlands. Any disputes that arise from the Agreement or from associated regulations and annexes will be settled by the competent court in Amsterdam or the court competent in the place of residence of the Customer.