

Additional General Terms and Conditions

(v5.9, Oktober 2024)

[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” or “service provider”), 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

User: Sell_to_Customer_Name (hereinafter referred to as “user” or “customer”), residing Sell_to_Address, Sell_to_Post_Code, Sell_to_City, The Netherlands. Extra_information

Contact details:

telefoon: [phone]

email: E_Mail

2. Provided service

Homie shall provide the User with a properly functioning device. Any repairs and replacements are included. The device is and remains the property of Homie during and after the term of the subscription.

3. Homie's obligations

3.1 Provide the User with a properly functioning device.

3.2 Homie shall endeavour to deliver the ordered products to the User within a delivery period of five working days.

3.3 If applicable, Homie will provide, free of charge, responsible disposal of an old device upon delivery of the device, which must be unplugged and ready for transport at the time of collection.

3.4 Homie shall provide repair or replacement in case of a defect in the User's Homie Device. Homie will do so entirely free of charge, unless the damage was caused by careless or improper use of the machine by the User. Once the fault has been reported by the User via e-mail or telephone, Homie will inform the User as soon as possible about the planned corrective measures (repair or replacement).

3.5 Homie provides regular connection. Assuming that the required connection facilities are present (such as drain/supply/electricity). Homie is not responsible for water damage and collateral damage.

4. User obligations

4.1 During the ordering process, provide correct information about the accessibility of the address and location where the appliance will be installed and about the availability and accessibility of electricity, water, drainage. Unexpected additional costs due to different circumstances on site may be charged by Homie. This will be discussed and if possible decided on site.

4.2 Be present during the delivery date and time slot communicated, be able to identify yourself, sign for receipt and ensure that the location where the appliance is to be installed is



easily accessible to the delivery drivers. In addition, the area must be hygienic and safe to enter. If this is not the case, Homie may refuse delivery and cancel the contract immediately. In this case, we will retain the deposit.

4.3 Handle the appliance with care and use it only in accordance with the manufacturer's instructions for use. The device must be clean and undamaged upon receipt and function properly in the presence of all original parts.

4.4 User may allow third parties to use the device, as long as these are neighbours and/or friends. The User bears responsibility for such third party use. Commercial use of the device is not allowed.

4.5 Notify Homie of any failures with the device or WiFi connection within one week at the latest.

4.6 Not make, or cause to be made, any adjustments or repairs to any device.

4.7 To inform Homie at least one month in advance in case of relocation. The User moves the appliance by himself, the risk and possible costs are for the User.

4.8 On first request, grant Homie access to the appliance without delay, so that Homie can inspect its condition and remedy possible problems.

4.9 In case of theft, immediately report it to the police and then immediately provide Homie with a copy of the official report. The User shall be liable for the replacement cost of the device including the purchase cost of the device.

4.10 Protect the Device against external causes (e.g. water or fire damage). The User is liable for the costs incurred by Homie to repair or replace the device including the purchase cost of the device, in case of such damage during use.

4.11 Not to sell, alienate, rent or pledge the Device without Homie's written consent, or otherwise act contrary to Homie's interests.

4.12 Homie may transfer the Device ownership and all rights and obligations under the Agreement to third parties at any time.

4.13 Allow Homie to use the collected User Data after anonymisation for modelling and research purposes, including in cooperation with Homie's business partners.

5. Prices and additional costs

5.1 Homie provides delivery and connection, any repairs and, if necessary, replacement of the appliance.

5.2 The monthly amount is mentioned in the ordering process on the Website, in the confirmation e-mail and in the user account on the Website. All prices mentioned on the website and in the agreement are inclusive of VAT.

5.3 The monthly amounts are structured as follows:

Household appliances and products are charged a fixed monthly fee.

5.4 If the User is not at home at the agreed time of a delivery, service visit or collection visit, Homie will charge the User €75,00 for incurring unnecessary logistical costs.



6. Invoicing and payment

6.1 The User owes the monthly amount and the one-off costs from the moment the User entered into the agreement. The first automatic debit of the monthly amount takes place on the installation date. On this day, the User pays the monthly amount in advance each month, prior to the applicable month, including any surplus from the previous month.

6.2 The agreement is terminated at the moment Homie has received the device back. From this moment, subsequent direct debits will cease.

6.3 Payment shall be made by direct debit, executed by the third party appointed by Homie B.V. BUCKAROO B.V. User shall be responsible for sufficient balance on his bank account. This direct debit will be authorised through the first transaction during the ordering process on the website. If the User does not agree with the monthly debit, he can have it reversed by timely contacting his bank. If a direct debit fails or is rejected by acts or omissions of the User (e.g. if there are insufficient funds in the User's bank account to effectuate the debit), then Homie may charge the User the costs of the unsuccessful debit (i.e. costs of the debit handler).

6.4 The one-time fee is collected by Homie through BUCKAROO B.V.. This is done immediately while placing an online order, before the delivery of the Device.

6.5 If payment of the monthly amount and/or one-off costs cannot be made by direct debit, the User shall be legally in default and the User shall fail in the obligations towards Homie. Homie will then request the User to still pay within 14 days. If within 14 days after the request for payment referred to in article 6.1, the monthly amount, including any additional costs, have not been paid by the User, Homie may hand over the claim. In that case, the User shall also have to pay all extrajudicial and judicial costs. For the extrajudicial collection costs, Homie will adhere to the following guidelines: maximum 15% over outstanding amounts up to € 2,500,-; 10% over the next € 2,500,- and 5% over the next € 5,000,- with a minimum of € 40,-.

6.6 After termination of the contract by Homie, all outstanding payments together with possible additional costs will be settled between the parties in a final invoice.

6.7 In case of non-timely payment, Homie shall be entitled to remotely disable or block the Device, and to suspend relocation, maintenance and repair.

6.8 In case the User fails to comply with the provisions of this Agreement, the User shall be in default and Homie shall be entitled to terminate the Agreement immediately and reclaim the Device. If Homie deems a visit to the User necessary, Homie may charge the User €75 for logistics costs.

7. Contract period and cancellation

7.1 Homie may check the creditworthiness of the User and on that basis impose additional conditions or refuse to enter into an agreement with the User, if the User:

- A. Has a negative creditworthiness;
- B. Resides on one of the Wadden Islands;
- C. Is younger than 18 years of age;
- D. Is not a consumer but is acting in the exercise of his profession or business;
- E. Does not have its own Wi-Fi internet connection (if required)
- F. Has outstanding accounts with Homie B.V.
- G. Does not (any longer) comply with the conditions as included in the Agreement;
- H. Does not have a fixed residential address and/or is under guardianship or administration unless the administrator agrees in writing.

7.2 This Agreement comes into force 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 revoke the agreement with Homie within a period of 14 days without giving reasons. The withdrawal period expires 14 days after the day you received the product. The User should contact Homie or use the model withdrawal form

(see page 9). User is only held to pay any charges for the service until the time of cancellation. After Homie has installed the device, Homie may charge User for any costs incurred to install the product. If more was done with the product than necessary to establish the nature, characteristics and operation of the product, Homie may charge a fee. No refund is applicable considering that Homie delivered the product free of charge. For the return, the User must return or send back the product himself at his own expense. Standard procedure is that Homie collects the product, whereby €75 return transport costs are charged to the User.

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

7.5 The Agreement is entered into for the specific duration agreed between Homie and User at the time of entering into the Agreement, in accordance with the terms of the relevant Subscription. The Agreement ends when the Device is received by Homie.



6+ months subscription

This subscription form has a minimum term of 6 months. After expiry of the minimum term, the Agreement is automatically renewed for an indefinite period. The notice period is then one month.

In case of early termination during the minimum term, Homie will charge the User the minimum monthly fees for the remaining term of the subscription. Cancellation within 12 months is subject to collection charges:

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

Small household appliances: For small household appliances (hoovers, combination microwave), we charge a €35 return fee when cancelling within 12 months.

3+ year subscription

This subscription form has a minimum term of 3 years. At the end of this minimum term, the agreement is automatically renewed for an indefinite period. The notice period is then one month. In case of early termination during the minimum term, Homie will charge the User the minimum monthly amounts for the remaining term of the Agreement.

5+ year subscription

This subscription form has a minimum term of 5 years. At the end of this minimum term, the agreement is automatically renewed for an indefinite period. The notice period is then one month. In case of early termination during the minimum term, Homie will charge the User the minimum monthly amounts for the remaining term of the Agreement.

7.6 After the minimum term, each party may terminate the Agreement with a notice period of one month.

7.7 Termination by the User shall be done in writing via the contact form on the website.

7.8 Transferring the Homie device to another User is possible if the device remains at the same location. Notify Homie (in time) by email or via the Customer Account. The new User can take over the device, not the subscription. New User must place an order on the website. The former User's subscription will then be stopped free of charge. When transferring the device, any collection costs will be waived.



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

7.10 If the User has failed to return the appliance to Homie within 14 days of the termination of the agreement or has returned it incomplete, Homie shall charge the User the replacement value of the appliance and any additional costs incurred. Homie shall unilaterally determine this value.

7.11 In case the User has a device and a Homie Living product, both should always be cancelled and returned at the same time. In case of a machine transfer to a new occupant, this new User should take over all rented products or the current User should return the Living product himself to Homie B.V.

7.12 Homie has the right to immediately terminate the agreement prematurely, without notice of default and without obligation to compensate costs or damages

of the User, if:

- a. the User is or threatens to become insolvent;
- b. suspension of payment is granted or the bankruptcy of the User threatens to be filed for bankruptcy;
- c. attachment is levied or threatens to be levied on the User at the location where the device is located;
- d. a request for application of the debt rescheduling scheme for the User is filed;
- e. there is non-payment by the User;
- f. the User dies;
- g. the User no longer resides at his stated 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 possesses the product. The User shall inform Homie within 24 hours if any of the aforementioned situations occur and shall immediately inform the curator, administrator or bailiff of the fact that the appliance is the property of Homie.

7.13 After expiry of the withdrawal period of 14 days as referred to in article 7.3, Homie shall have Homie in the event of interim termination during the minimum term has the right to charge the following costs:

- a. the (minimum) Monthly Fees for the remaining term of the Agreement;
- b. the replacement value of the appliance if the appliance is not returned to Homie within 14 days of termination or is incomplete. Homie shall unilaterally determine this value.

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