

## Usage Agreement between BSH Electroménager and Partners

Version v0520

As a Partner of **BSH Electroménager**, 26, Avenue Michelet, 93400 St. Ouen, France (hereinafter "**BSH-FR**" or "we"), you have the option of digitising your laundry room. With your online registration at [www.we-wash.com](http://www.we-wash.com) or by signing this agreement, you declare your consent to the following terms and conditions of use and ordering.

### 1. Scope of services, prerequisites for use, and registration

- 1.1. **BSH-FR** offers its Partners (hereinafter "Partner" or "you") in France the "WeWash" service. This allows you to retrofit existing functional electric washing machines and dryers with a hardware (hereinafter "WeWash Box") in such a way that it is possible to turn the supply voltage of the appliances on and off by means of remote communication. In addition, in order to deliver this service, we record electrical consumption data with exact time and performance information and we perform a cashless billing of the usage.
- 1.2. Basic initial prerequisites:
  - You are acting in your capacity as an entrepreneur within the meaning of Section 14 BGB;
  - The laundry room in question is located in France;
  - The appliances used are suitable for commercial use;
  - You, as an operator of the appliances in the laundry room, are authorised to conclude the contract with BSH-FR;
  - There is sufficient mobile network reception in the laundry room. If your laundry spaces currently do not have sufficient network reception, we are happy to advise you on a possible technical solution;
  - You have installed the WeWash Boxes professionally and according to our installation specifications on the functional washing machines and dryers and you have activated them via the Partner portal on [www.we-wash.com](http://www.we-wash.com) (hereinafter "Partner Board").
- 1.3. To use our service as a Partner, you need a complete and valid Partner Account for which you can register at [www.we-wash.com](http://www.we-wash.com).
- 1.4. Online registration is done by completing the registration form and sending or communicating all relevant personal data as well as your consent with regard to our data protection provisions (available at: [www.we-wash.com/en/privacy-policy](http://www.we-wash.com/en/privacy-policy)) and this usage agreement. After successfully sending the registration data, BSH-FR will decide whether to accept the registration application.
- 1.5. During the business relationship, any changes to personal data and important billing data (e.g. name, address, e-mail address, bank details, telephone and mobile phone number) must be communicated to BSH-FR immediately.

### 2. Ordering the WeWash Box

- 2.1. In order to use the WeWash service, one WeWash Box is required for each digitised appliance (washing machine or dryer).
- 2.2. The WeWash Box is suitable for 230V and 400V appliances. BSH-FR will ensure that exactly one WeWash Box with the mobile communications module ("Hub"), which is necessary for operational purposes, is delivered per laundry room, provided you have given the correct information regarding the installation location when placing the order.
- 2.3. You can initiate the order of the WeWash Boxes by sending a message to [sales@we-wash.com](mailto:sales@we-wash.com). We will then contact you to send you an offer based on your individual needs. By accepting this offer in writing, you are submitting a legally binding order.
- 2.4. The purchase will be made exclusively on account. The purchase price and the shipping costs must be paid within 21 days of receipt of the invoice.

### 3. Installation of the WeWash Box

- 3.1. The installation of the WeWash Boxes will not be the responsibility of BSH-FR. In all cases, you must ensure that the WeWash Boxes are installed professionally and securely. We expressly refer to the informational material enclosed with the shipment as well as the installation and safety instructions it contains. If necessary, we can organise an electrician for the installation, who will receive the installation instructions from us in advance. However, the contractual relationship will exist exclusively between you and the electrician.
- 3.2. You must bear the costs for the installation of the hardware yourself. BSH-FR assumes no liability for an installation that is not professionally performed.

### 4. Use of the washing machines and dryers

- 4.1. You will allow us to work in the laundry room as a service provider.
- 4.2. The use of the washing machines and dryers will be carried out by users with access to the laundry room according to the procedures agreed between us and the users, which you can view at [www.we-wash.com/en/terms-and-conditions](http://www.we-wash.com/en/terms-and-conditions).
- 4.3. In order to instruct users on the functionality of WeWash, you declare that you are willing to send the information material enclosed with the WeWash Boxes to every potential user.
- 4.4. You must ensure that the washing machines and dryers are functional, operational, and clean. In addition, the laundry room must be equipped by you with appropriate usage and safety instructions (e.g. the appliance manuals and the WeWash laundry room poster) as well as the up to date price lists.
- 4.5. You grant us the right to carry out so-called "over-the-air updates" of the system software on the WeWash Box to improve the product.

### 5. Conditions

- 5.1. You can determine the individual prices for the use of the appliances yourself on the Partner Board. BSH-FR will retain 20% of the sales generated by the use of the washing machines and dryers by the users, however no less than EUR 0.20 per usage cycle.
- 5.2. As a company subject to VAT, BSH-FR is subject to standard taxation according to VAT regulations. Depending on your VAT status, you will receive your share of 80% on either the gross or net sales:
  - (a) If you are liable for VAT, you will receive from BSH-FR 80% of the gross turnover. In this case, we will indicate the VAT on every credit note. You are responsible for the correct payment of taxes on your share.
  - (b) If you are not subject to VAT (for example, you fall under the small company provision relating to Section 19 UStG, BSH-FR will deduct the VAT from the total sales generated, and you will therefore receive from BSH-FR 80% of net sales. In this case, you promise to inform us via e-mail to [operations@we-wash.com](mailto:operations@we-wash.com) that you are not subject to VAT before beginning the installation.
- 5.3. The billing of the electricity and water costs as well as maintenance/repair work on the washing machines and dryers are not the subject of this usage agreement and will remain your responsibility. There can be no claim for reimbursement from BSH-FR.
- 5.4. Your share of the sales will be settled monthly by bank transfer to the account stored in your Partner Account.
- 5.5. You have the option to change the usage prices and view the usage data and sales relevant for your laundry rooms at any time via the Partner Board, subject to the regulation under Item 5.1.

### 6. General provisions and jurisdiction

- 6.1. This framework contract is subject to German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 6.2. For all current and future claims arising from this business relationship with merchants, the exclusive place of jurisdiction is Munich.
- 6.3. Should individual or multiple provisions of this contract be invalid or void, this shall not affect the validity of the remaining provisions.