

## **General Terms and Conditions of BSH-UK for the use of WeWash**

Version 0421

### **§1. Subject**

These General Terms and Conditions (hereinafter referred to as "GTC") govern the commercial relationship between BSH Home Appliances Limited, Grand Union House, Old Wolverton Road, Wolverton, Milton Keynes, MK12 5PT (hereinafter referred to as "BSH-UK" or "we") and persons who use the WeWash service provided by BSH-UK (hereinafter referred to as "user"). WeWash services include digital bookings of washing machines and dryers (hereinafter referred to as "devices"), which have been equipped with WeWash hardware and software.

### **§2. Registration**

1. To use the WeWash services provided by BSH-UK, you will need to register online at [www.wewash.com](http://www.wewash.com) or via the WeWash App. A onetime free registration of the user is required. The online registration or the registration via the WeWash App is accomplished by filling out the registration form and by transmitting or communicating all relevant personal data as well as agreeing to the applicable privacy policy ([we-wash.com/en/privacy-policy/](http://we-wash.com/en/privacy-policy/)). After submitting the registration form you will receive a verification e-mail requesting you to confirm your registration within the time given in the verification e-mail.

2. After completing the registration process and the successful transmission or communication of all relevant personal data, BSH-UK shall decide on the approval of the registration request.

3. During the contractual relationship, you will need to communicate to us as soon as possible any changes of personal data as well as data required for the accounting (i.e. name, email address, bank details, or credit card details).

4. To become a user, the person must be over the age of 18 and provide a valid means of payment. In addition, and in order to use the app, the user must have unrestricted access to a computer with internet connection, or a mobile device including an adequate data plan.

5. The user is not authorized to hand over his or her login-data (password and username) to any other person.

### **§3. Prices**

1. BSH-UK provides the usage of the devices in its own name. If BSH-UK does not own the devices, a partner-contract with the respective appliance owner ("operator") of the devices was made. In this case, the prices for the usage of the devices are set by the operator.

2. Before every reservation the users are being informed of the current rate.

### **§4. Fees and payment**

1. The usage fee becomes due at the moment when the washing machine or dryer is used. The reservation of a device will be free of charge.

2. All payment transactions are cashless only. In accordance to the following terms and conditions the user can choose from the following payment methods:

- a) credit card payment in accordance with Sec. 5 or
- b) payment by means of other payment methods in accordance with Sec. 6.

We reserve the right to change the payment methods and to not provide certain payment methods anymore or to refer to the usage of other payment methods.

3. The user has the possibility to change the available to them payment method and the means of payment of his or her user account.

4. Invoices will either be sent to the user by BSH-UK via email, or will be made available within the user's password protected account/ app.

5. The user must carefully verify the invoice and raise objections to BSH-UK within six weeks after the invoice was made available via the "Help" section in the App. The omission of raising objections in time will be deemed as approval. The user's statutory rights remain unaffected.

6. We reserve the right to disable the user account if the user doesn't meet the payment obligations in time until the due amount is completely paid. The stipulations in Sec. 10 remain unaffected hereby.

7. If a payment gets declined due to the users' fault (i.e. because his or her account is not covered or the limit on the credit card has already been reached), and in consequence costs and/ or expenses arise for BSH-UK we are permitted to bill the user the total sum of the incurred costs and/ or expenses.

## **§5. Payment by credit card**

1. For payments by credit card the collection of the claim occurs through the payment service provider Mollie B.V., Keizersgracht 313,1016 EE Amsterdam, Netherlands.

2. Conditions for payments by credit card:

a) Payment by credit card is possible via different card types, e.g. Visa or MasterCard. The selection offered by the payment service provider can change, whereby the user is not entitled to the usage of a certain type of credit card.

b) If the user chooses payment by credit card, he/ she must enter the following payment data: The card holder's name, type of credit card (e.g. Visa), credit card number, expiration date, CVC code.

c) The payment service provider checks the payment details provided by the user for accuracy and when appropriate existing non-disclosure notices of the respective credit card issuer. In case the authorization fails for any reason, the user will receive a corresponding message.

d) In case of a user initiating a chargeback without justification he/she is obliged to pay the accruing third-party charges of the credit card acquirer in addition to the accruing amount of the booked service. Self-payments such as Transfers – especially without any references – by the user are in principle not accepted.

e) The user must inform BSH-UK immediately in case of loss, theft, or other misuse of its credit card.

3. The user obtains an overview of the individual bookings in his/ her credit card statement of the credit card issuer as a total amount in GBP. Detailed information will also be available from the invoices which are provided to the user (Sec. 4 para 4).

## **§6. Payment using other payment methods**

1. The user also has the option of paying for the individual washing process via other payment methods (e.g. PayPal, Apple Pay) via a so-called "manual payment" without depositing a means of payment in advance. In this case, the outstanding amount will not be debited automatically but will be paid using the payment method selected by the user in each case. For this purpose, the user is offered the

available payment methods as part of manual payment. After selecting the payment method, the respective payment must be authorized by the user.

2. The payment methods offered can change regionally and over time. The user is not entitled to use a specific payment method, e.g. PayPal, Apple Pay etc.

3. When paying by other payment methods, the collection of the receivables is processed by the payment service provider Mollie B.V., Keizergracht 313, 1016 EE Amsterdam, Netherlands.

4. Conditions for payment by other payment methods:

a) Payment by means of other payment methods is only available to users of the app or the web app who have registered in accordance with No. 2.1. a).

b) If the user chooses one of the payment methods offered, he or she must have an account with sufficient funds in his or her name and the correct access data with the respective payment method provider.

5. The user receives an overview of the bookings in the respective statement of the selected payment method provider. Detailed information will also be available from the invoices which are provided to the user (Sec. 4 para 4).

#### **§7. Paid usage: Conclusion of the individual contract**

1. Reserving a washing machine or a dryer via the homepage [www.we-wash.com](http://www.we-wash.com), or the app is free of charge. The reservation is valid for five to 15 minutes, depending on the valid settings of the individual laundry room. If a booked washing machine or a booked dryer is not activated within this period, the washing machine or the dryer will be made available to other users again for reservation/usage.

2. The contract between us (the "Contract") will be only be formed when the washing machine or dryer is actually put into operation by the authorized person within the reservation period.

#### **§8. Requirements and behaviour when using the washing machine/ dryer**

1. The user must use the devices carefully and in accordance with the instructions in the manuals and manufacturer's specifications. This includes for instance the cleansing of the dryer lint filter after every usage. With devices operated by BSH-UK, BSH-UK allows the user to inspect the individual manuals.

2. The user is obliged to inspect the respective devices before usage for damages or heavy contaminations. Possible damages or heavy contaminations as well as other problems are to be reported to BSH-UK or the responsible contact person, as shown on the notice board in the respective laundry room, immediately. Using damaged or heavily contaminated devices is prohibited.

3. The device settings (temperature etc.) is exclusively the user's responsibility. The information on the laundry labels are to be considered by the user.

#### **§9. The user's liability**

The user is liable according to the statutory provisions.

## **§10. Our Liability**

10.1 Subject to clause 10.3, if we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the Products and, subject to clause 10.2, any losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.

10.2 Subject to clause 10.3, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of profits;
- (d) loss of anticipated savings;
- (e) loss of data; or
- (f) waste of management or office time.

However, this clause 10.2 will not prevent claims for loss of or damage to your tangible property that are foreseeable or any other claims for direct loss that are not excluded by categories (a) to (f) inclusive of this clause 10.2.

10.3 Nothing in this agreement excludes or limits our liability for:

- (a) death or personal injury caused by our negligence;
- (b) (fraud or fraudulent misrepresentation;
- (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987;
- (e) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability

## **§11 Duration, extraordinary termination and blocking of the user account**

1. The duration of the business relationship between BSH-UK and the user is generally not limited in time.

2. BSH-UK is authorized to immediately revoke access to service, if a serious breach of contract occurs. This is especially the case, if:

- a) the suspicion on a misuse or fraudulent usage arises;
- b) during the registration or the contract period, the user gave false information or withheld pertinent information and the continuation of the usage of the service by the user is not acceptable to BSH-UK;
- c) the user shares his/her user login data with others.

3. Upon revoke access to the service the user account will be blocked.

## **§12. Alternative dispute resolution.**

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to ADR Group via their website at [www.adrgroup.co.uk/](http://www.adrgroup.co.uk/).

## **§13. Other provisions**

1. The laws of the Federal Republic of Germany apply exclusively.
2. Should one provision of these terms and conditions (GTC) be or become completely or partly invalid, the validity of the other provisions of the contract shall remain unaffected.