

General Terms and Conditions

(1) Contractual partner

The contractual partners are Miele Operations & Payment Solutions GmbH (hereinafter referred to as Miele OPS), Carl-Bertelsmann-Straße 161M in 33332 Gütersloh (HRB 11547, Gütersloh Local Court) and the customer, who is not a consumer within the meaning of Section 13 of the German Civil Code (BGB).

(2) Area of application

- a) The following terms and conditions ("Terms") apply to all contractual relationships between Miele Operations & Payment Solutions GmbH, Carl-Bertelsmann-Str. 161M, 33332 Gütersloh ("Miele OPS") and operators ("Customer") of washing and drying appliances who wish to utilise the services and other services offered by Miele OPS and described in more detail under(e). ("Operator") and (Miele OPS and User together the "Parties") constitute a legally binding contract between the Customer and Miele OPS ("Contract").
- b) The text of the terms and conditions will be stored by Miele OPS and made available to the customer in electronic form upon request.
- c) Deviating and/or supplementary terms and conditions of the customer shall not apply unless Miele OPS has expressly agreed to the inclusion of such terms and conditions.

(3) Subject matter of the contract

- a) The subject matter of the contract is set out in these General Terms and Conditions and in the other agreements made. These govern the rental of hardware. Installation of the hardware is not part of this contract. When renting hardware, the replacement of operating materials (e.g. batteries, rechargeable batteries, etc.) is not part of the scope of maintenance. The rented hardware is only rented and provided for the use agreed in the contract.
- b) Deviating regulations must be in writing. The assumption of a guarantee for certain properties (quality) also requires written confirmation by Miele OPS to be effective.
- c) The customer's general terms and conditions shall not become part of the contract, even if they are attached to requests for quotations, orders, declarations of acceptance, etc. and are not contradicted.
- d) Faults in the leased hardware shall be rectified - as far as technically possible - by means of remote access. The technical equipment required for remote access is not part of this contract. During this work, Miele OPS is authorised to take the hardware out of operation. It is not possible to back up and restore customer-specific application data.
- e) By using the appWash services, the customer can - provided that the requirements specified under (7) are met - connect their washing and drying appliances to appWash ("appWash installation").
- f) Miele OPS offers a software application (mobile application / website / NFC terminal) with which registered users of the customer's appWash facilities ("User") can reserve individual appWash facilities and activate / stop and bill individual washing and drying processes ("appWash transaction"). The operation of the software application is the responsibility of Miele OPS. Miele OPS is authorised to modify the software application at any time and adapt it to technical requirements. Miele OPS is authorised to prohibit individual users from using appWash or to block user accounts if this is justified by objective reasons.
- g) The users or user accounts are managed in a central database by Miele OPS. Miele OPS warrants that all personal data of users that Miele OPS receives in the course of implementing these terms and conditions will be processed in accordance with the statutory provisions, in particular the provisions of the GDPR. The parties agree that each party is independently responsible for data processing and that Miele OPS does not act as a processor for the customer within the meaning of Art. 28 GDPR.
- h) Miele OPS is responsible for collecting charges from users for the use of the appWash facilities on behalf of the customer.

Billing takes place exclusively via the appWash service and via the payment methods specified by Miele OPS. Miele OPS is authorised to add, change or discontinue individual payment methods for users at its own discretion. The customer authorises Miele OPS as its representative to accept the charges for the use of the appWash facilities on behalf of the customer. The authorisation is limited to the acceptance of the charges. The customer recognises that a payment made by a user via appWash is equivalent to a payment made to the customer and that the customer's claims against the user for payment of the fee for the use of the appWash facilities expire upon acceptance of the payment by Miele OPS. The risk of default remains with the customer.

- i) Miele OPS offers the customer access to a web portal via which the customer receives information about his appWash facilities (turnover, usage behaviour, etc.) and via which the customer can set the charges for the use of his appWash facilities.
- j) Miele OPS is free to commission third parties with the fulfilment of individual services from these terms and conditions.
- k) Miele OPS is solely responsible for the services specified in these Terms and Conditions, in particular for the provision of the software applications for users (mobile application / website / NFC terminal), the billing of charges for the use of appWash facilities and for the provision of the web portal for the customer. The provision of and access to the appWash facilities and the performance of a washing or drying process are the sole responsibility of the customer and are not part of the service. A separate contract of use must be concluded between the user and the customer for the use of the appWash facilities by a user and for the performance of a washing or drying process, to which these terms and conditions do not apply. The contract is concluded exclusively between the customer and the user. Furthermore, Miele OPS is not responsible for the customer's technical infrastructure, nor for the water and electricity supply to the appWash facilities, the premises or other infrastructure of the customer.

(4) Contracts and offers

- a) Subject to a separate provision, the contract is concluded upon receipt of the order confirmation, at the latest upon provision of the service by Miele OPS.
- b) Delivery and performance dates or deadlines stated in the contracts are only binding if they have been designated as binding by Miele OPS in writing. All quotations from Miele OPS are subject to change unless expressly stated otherwise in the quotation. Miele OPS reserves the right to make minor deviations from the offer for technical reasons even after the customer has accepted the offer.

(5) Dispatch and transfer of risk

In the case of dispatch in connection with the provision of services, the risk shall pass to the customer as soon as Miele OPS has handed over the delivery to the carrier. The customer shall inspect the external condition of the delivery and the service immediately after arrival, complain about any transport damage to the carrier, secure the evidence for this and inform Miele OPS and the sender immediately by telephone and in writing.

(6) Scope of delivery and services

- a) The scope of delivery and performance of the hardware is specified in the respective product description and, where applicable, in the user manual. The product description and user manual are always written in the language of the manufacturer.
- b) If the delivery of the hardware includes software that is absolutely necessary for its functionality, the customer shall only receive the right to use this software with this hardware. Other software is subject to separate regulations.

(7) Requirements for the use of appWash services

- a) It is the customer's responsibility to ensure that the technical requirements for using the appWash services are met. In particular, the use of appWash services requires the provision of a dedicated technical infrastructure that enables the appWash facilities to be controlled via the Miele OPS software applications.
- b) Before using the appWash services for the first time, the customer must create an operator account and activate the appWash facilities. When the operator account is created, the customer receives the access data for the web portal.

(8) Obligations of the customer in connection with the use of appWash services

- a) The customer is obliged to keep his operator account data up to date.
- b) The customer must treat their access data confidentially and protect it against access by unauthorised third parties. The customer is obliged to inform Miele OPS immediately of the loss or unauthorised use of his access data or his operator account.
- c) The customer is obliged to inspect its appWash facilities regularly for damage and defects. The customer must deactivate appWash units with damage and defects immediately. The customer must provide Miele OPS with all information and support Miele OPS insofar as this is necessary for the provision of the appWash services.

(9) Obligations of the customer for leased hardware

- a) All repair work on the rented hardware may only be carried out by Miele OPS.
- b) Only equipment and accessories specified for use by Miele OPS or the hardware manufacturer may be used to operate the hardware.
- c) If technically possible, Miele OPS must be authorised to provide remote support for the hardware via remote access and automatic configuration, including firmware updates.
- d) Copyright notices, serial numbers and other identifying features may not be removed or altered under any circumstances. The same applies to the suppression of the screen display of such features.
- e) The hardware may only be used by the customer and only for the purposes agreed in the contract. Any further use, including any subletting, requires the consent of Miele OPS.
- f) The customer is obliged to treat the rented hardware with care and to protect it from damage. The customer shall ensure the proper use and proper operation by sufficiently qualified personnel.

(10) Charges, fees and terms of payment

- a) Remuneration and ancillary costs are always net rental instalments plus statutory taxes and duties.
- b) The monthly rental instalment (hardware rental) is to be paid pro rata for the remainder of the month, starting on the day the hardware is handed over ready for operation. Thereafter, this rental instalment shall be paid monthly in advance until the end of the contractual relationship. If the rental instalment is to be calculated for parts of a calendar month, this shall be calculated pro rata for each day.
- c) The customer shall only have a right of set-off if his counterclaim has been legally established or is undisputed. The customer shall only be entitled to assert a right of retention due to counterclaims arising from this contractual relationship.
- d) The amount of the charges for the use of the appWash facilities, including the applicable taxes ("Charges"), shall be determined exclusively by the customer and transmitted via the web portal offered by Miele OPS. The Charges shall be determined as a gross amount, including the applicable taxes. The customer is responsible for determining whether and which tax obligations he is subject to and must collect, declare and pay any taxes. The customer is entitled to adjust the charges in accordance with the statutory provisions. Miele OPS will collect the fees for the customer in ac-

- c) accordance with (3) h) and provide the customer with a monthly statement of the fees collected. Miele OPS shall pay the customer the collected charges within 30 days of receipt of the monthly statement to the means of payment deposited by the customer. The payment corresponds to the fees shown in the statement less the fees for the use of the appWash services (7) e) and f) and any taxes. The payment of the charges is based on the system and calculation of Miele OPS.
- e) Miele OPS charges the customer a fee ("**fee**") for the use of the appWash services. Unless expressly agreed otherwise between the parties, the fee shall be charged for each appWash transaction carried out. The amount of the Fee can be found in the Fee Schedule when creating an Operator Account. The fee table is part of the contract between the customer and Miele OPS. Miele OPS is authorised to change the fee table at any time with effect for the future. The customer will be notified of any changes at least 6 weeks in advance. The customer is entitled to object to the change to the fee table within 6 weeks of notification of the change. In this case, both parties are entitled to terminate this contract extraordinarily with immediate effect. If the customer does not object to the change to the fee table within 6 weeks, the change shall be deemed to have been accepted.
- f) Miele OPS will invoice the customer for the fees for the use of the appWash services on a monthly basis. The invoice will be sent electronically to the e-mail address provided by the customer. The fees will be offset directly against the charges collected for the customer and deducted accordingly.

(11) Default

- a) Default of payment by the customer: If the customer violates his payment obligation despite a reminder, Miele OPS is authorised to block the services at the customer's expense. In this case, the customer remains obliged to pay the monthly fees. Miele OPS reserves the right to assert further claims due to default of payment.
- b) Delay in performance by Miele OPS: If Miele OPS is in default with the performance owed, liability shall be governed by Section 15.
- c) The customer is only entitled to withdraw from the contract if Miele OPS does not comply with a reasonable grace period set by the customer, which must be at least four weeks.
- d) The customer is entitled to terminate the contract without notice if Miele OPS fails to make the agreed monthly payment for three consecutive months without justification. The cancellation must be made in writing and shall take effect upon receipt by Miele OPS. Further legal claims of the customer remain unaffected.

(12) Material defect Rental hardware

If the hardware provided has defects that impair its contractual use to a more than insignificant extent, the customer has the right to demand that Miele OPS rectify the defects, provided that he has fulfilled his obligation to notify Miele OPS, without prejudice to his statutory claims to a reduction in the hire instalment and compensation. Miele OPS may supply replacement equipment instead of rectifying the defect. If the rectification of defects or a replacement delivery fails, the customer may terminate the contract without observing a period of notice. The provisions in Section 15 shall apply to any claims for damages. Miele OPS's strict liability for damages (§ 536 a BGB) for defects existing at the time the contract was concluded is excluded.

(13) Defect of title

- a) If, in connection with the use of the service in the contractually agreed environment or, if no such environment has been agreed, in accordance with the service description by the customer, third-party rights are infringed and corresponding claims are asserted by rights holders against the customer, the customer must inform Miele OPS of this in writing immediately upon receipt of the claim notification from the third party. Miele OPS shall, at its own discretion and at its own expense, either procure the right for the customer to use the service or design the service free of infringements or

take back the service less reasonable compensation for use at the hire rate. The latter shall only apply if Miele OPS cannot achieve any other remedy with reasonable effort or if this is unreasonable. Miele OPS shall be released from these obligations if the customer does not act in agreement with Miele OPS in the defence against such third-party claims.

- b) If it is not possible to remedy the situation in accordance with section 13 a) or if Miele OPS cannot reasonably be expected to do so, the customer shall be entitled to claim damages or reimbursement of expenses accordingly.
- c) With regard to the use of the service, Miele OPS shall inform the customer immediately if claims are asserted against it due to the infringement of third-party rights.
- d) Claims of the customer due to a defect of title shall become time-barred one year after the beginning of the statutory limitation period.

(14) Changes to the General Terms and Conditions, service descriptions and rental rates

- a) Miele OPS is authorised to change the General Terms and Conditions, the respective service descriptions or the rental rates with a reasonable period of notice, provided that the change is reasonable for the customer, taking into account the interests of Miele OPS. The customer shall be notified of the changes in writing.
- b) If changes are made to the detriment of the customer, the customer shall have a special right of cancellation at the time the change comes into effect. In the notification of change, Miele OPS shall inform the customer both of this special right of cancellation and that the change will take effect if the customer does not exercise the special right of cancellation within the set period.

(15) Liability

- a) Miele OPS shall be liable without limitation in the event of intent or gross negligence and in the absence of a guaranteed characteristic.
- b) In the event of slight negligence, Miele OPS shall be liable without limitation in the event of injury to life, limb and health. Otherwise, Miele OPS shall only be liable for slight negligence if an obligation is breached, the fulfilment of which is essential for the proper performance of the contract, the breach of which jeopardises the achievement of the purpose of the contract and on the observance of which the customer can regularly rely (cardinal obligation). In the event of a breach of a cardinal obligation, liability shall be limited to the foreseeable damage typical of the contract. This also applies to loss of profit and loss of savings. Liability for other remote consequential damages is excluded.
- c) Liability is excluded for all other damage caused by incompatibility of the components present on the customer's PC system with the new or modified software and for system malfunctions that may arise due to existing misconfigurations or older, disruptive, incompletely removed drivers.
- d) Liability in accordance with the provisions of the Product Liability Act remains unaffected.
- e) Miele OPS accepts no liability for the availability and/or functionality of the appWash facilities or for the proper execution of a washing or drying process. The availability and/or functionality of the appWash facilities and the proper performance of a washing or drying process are the sole responsibility of the customer. The customer shall indemnify Miele OPS on first demand against all alleged third-party claims and shall reimburse all damages, expenses and other costs resulting from a breach of the customer's obligations.

(16) Force majeure

- a) Miele OPS shall not be liable for events of force majeure which make it significantly more difficult for Miele OPS to fulfil the contract, temporarily hinder the proper execution of the contract or make it impossible. Force majeure shall include all circumstances independent of the will and influence of the contracting parties, such as natural disasters,

government measures, decisions by authorities, blockades, war and other military conflicts, mobilisation, civil unrest, terrorist attacks, strikes, lockouts and other labour unrest, confiscation, embargoes, epidemics, pandemics or other circumstances that are unforeseeable, serious and beyond the control of the contracting parties and occur after the conclusion of this contract.

- b) If one of the contracting parties is prevented from fulfilling its contractual obligations due to force majeure, this shall not be deemed a breach of contract and the deadlines specified in the contract or on the basis of the contract shall be extended appropriately in accordance with the duration of the hindrance. The same applies if Miele OPS is dependent on the advance performance of third parties and this is delayed due to force majeure.
- c) Each party shall do everything in its power that is necessary and reasonable to minimise the extent of the consequences caused by the force majeure. The party affected by the force majeure shall notify the other party of the beginning and end of the hindrance in writing without delay.
- d) If a force majeure event lasts longer than 30 days, either party may terminate this agreement without any liability or costs if the respective party cannot reasonably be expected to adhere to the contract. However, any costs already incurred or services already rendered shall be paid by the party placing the order.

(17) Contract term and cancellation

In the case of rental contracts, the agreed minimum contract term of 24 months begins on the first day of the month in which Miele OPS commences the contractual service in accordance with the agreement reached. The contractual relationship can be cancelled by either party in text form with three months' notice to the end of the minimum contract term. The contract term shall be extended by one year in each case if it is not cancelled in text form at least three months before its expiry.

(18) Return of the rented property

- a) At the end of the contract, the customer must return the rented hardware to Miele OPS in a condition corresponding to the contractual use, including the original data carriers, operating instructions and installation instructions.
- b) The customer shall bear the costs for dismantling, packing and return transport of the rental item.

(19) Export

The customer shall be responsible for observing the import and export regulations applicable to deliveries or services, in particular those of the United States of America. In the case of cross-border deliveries or services, the customer shall bear any customs duties, fees and other charges incurred. The customer shall handle statutory or official procedures in connection with cross-border deliveries or services on its own responsibility.

(20) Other conditions

- a) Miele OPS is authorised to provide the services through third parties as subcontractors. Miele OPS shall be liable for the provision of services by subcontractors in the same way as for its own actions.
- b) Miele OPS shall send contract-related notifications to the customer to the postal address or e-mail address specified by the customer, at Miele OPS's discretion and in compliance with the statutory provisions.
- c) The contractual relationship between the contracting parties shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(21) Rent payment

- a) The amount of the monthly rental instalments can be found in the rental agreement in the "Rental instalments" section.
- b) The due date of the rental instalment can be found on the corresponding invoices.

- c) Miele OPS is entitled to adjust the rental instalment after the minimum contract term to general list rental instalments on a calendar year basis. An increase in rental instalments of more than 5% must be agreed in writing between the contracting parties. If no agreement can be reached, both parties may terminate the contract for cause with effect from the date for which a rent rate increase is demanded.

(22) Maintenance, intended use

- a) Miele OPS shall keep the rental object operational at the specified location. It shall bear the costs for the maintenance, service and servicing required for proper use, including the costs of spare parts. Maintenance shall be carried out exclusively during the normal working hours of Miele OPS.
- b) The customer must ensure that the rental property is freely accessible for the purpose of carrying out maintenance work.
- c) Miele OPS is authorised to have the maintenance services owed under this contract carried out by other suitable third parties.
- d) The customer must inform Miele OPS immediately of any defects in the rental object or other warranty problems.
- e) The customer is not authorised to commission third parties to provide customer service without authorisation.
- f) Maintenance and repairs are chargeable to the customer if the intervention of Miele OPS or a third party commissioned by Miele OPS or the replacement of the rented item becomes necessary due to the customer's fault, incorrect handling, improper use and lack of care contrary to the operating instructions or due to intervention by persons not authorised by Miele OPS or as a result of late or incorrect notification of defects. This applies in particular to operations requiring the addition or use of harmful agents, foreign bodies, etc.

(23) Secrecy

- a) The parties undertake to use the confidential information that comes to their knowledge in the course of the business relationship exclusively for the realisation of the purpose of the contract and otherwise to keep it secret.
- b) The customer further undertakes to return all documents received immediately upon request by Miele OPS.

(24) Place of fulfilment, place of jurisdiction, applicable law

The place of fulfilment for all rights and obligations arising from this contract is the registered office of Miele OPS. The contractual relationship is subject to the law of the Federal Republic of Germany. If the customer is a merchant, a corporation under public law or a special fund under public law or has no general place of jurisdiction in Germany, the place of jurisdiction for all legal disputes arising from and in connection with the contractual relationship shall be the registered office of Miele OPS. Miele OPS is also entitled to sue the customer at its own discretion at the customer's place of business.

(25) Severability clause

Should one or more provisions of this agreement be or become invalid, this shall not affect the validity of the remaining provisions of this agreement. Any invalid provision shall be replaced by a valid provision that comes closest to the economic meaning of the invalid provision. The law of the Federal Republic of Germany shall apply. Gütersloh is agreed as the exclusive place of jurisdiction for all disputes arising from or in connection with this non-disclosure agreement.

(26) Final provisions

- a) These terms and conditions are subject to the law of the Federal Republic of Germany. This choice of law shall not have the effect of depriving the user of the protection afforded to the user by provisions which cannot be derogated from by agreement on the basis of the law of the country in which the user has his habitual residence. If the customer is a merchant within the meaning of the German Commercial Code (HGB) or a legal entity under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with these terms and conditions is Gütersloh, Germany.
- b) The parties are individual contractual partners. This contract does not create a joint venture, partnership or employment relationship. The customer is not authorised to transfer or assign rights or obligations arising from these terms and conditions to a third party without the prior consent of Miele OPS.