

## General terms and conditions Soolutions E-commerce B.V.

### Table of contents:

- Article 1 - Definitions
- Article 2 - Identity of Soolutions
- Article 3 - Applicability
- Article 4 - The offer
- Article 5 - The Agreement
- Article 6 - Right of withdrawal
- Article 7 - Obligations of the Consumer during the cooling-off period
- Article 8 - Exercise of the right of withdrawal by the Consumer and costs thereof
- Article 9 - Obligations of Soolutions in the event of revocation
- Article 10 - Exclusion of the right of withdrawal
- Article 11 - The price
- Article 12 - Fulfilment and additional warranty
- Article 13 - Delivery and execution
- Article 14 - Payment
- Article 15 - Installation service
- Article 16 - Agreement with the Installer
- Article 17 - Payment via the Configurator
- Article 18 - Review of the Installer
- Article 19 - Soolutions Care
- Article 20 - General liability
- Article 21 - Liability of configurator
- Article 22 - Duration transactions; Duration, Termination and Renewal
- Article 23 - Complaints procedure
- Article 24 - Disputes
- Article 25 - Additional or deviating provisions

### General Provisions

#### Article 1 - Definitions

For the purposes of these terms and conditions, the following definitions apply:

1. **Additional agreement:** an agreement whereby the Client acquires Products, digital content and/or Services in connection with a distance agreement and these items, digital content and/or Services are provided by Soolutions or by a third party on the basis of an agreement between that third party and Soolutions.
2. **Cooling-off period:** the period within which the Consumer can exercise his right of withdrawal;
3. **Soolutions:** the provider of the Products and Services, established in Utrecht, with Chamber of Commerce number 60162589.
4. **Configurator:** the digital environment of Soolutions in which the Customer can put together all the necessities for the purchase of charging stations and charging cables

based on his/her wishes and needs and in which the Customer is offered the opportunity to have a separate agreement concluded with an Installer for the installation of the charging station.

5. **Consumer:** the natural person who is not acting for purposes related to his trade, business, craft or profession.
6. **Day:** calendar day.
7. **Service:** a Service that is purchased from Soolutions, not being the installation service via the Installer.
8. **Digital content:** data produced and delivered in digital form.
9. **Continuing Performance Agreement:** an agreement that aims at the regular delivery of Products, Services and/or digital content during a certain period of time.
10. **Durable data carrier:** any tool – including e-mail – that allows the Consumer or Soolutions to store information addressed to him personally in a way that allows future consultation or use for a period of time appropriate to the purpose for which the information is intended, and that allows the unchanged reproduction of the information stored.
11. **Right of withdrawal: the Consumer's ability to cancel the distance contract within the cooling-off period.**
12. **Installer:** a natural or legal person who provides installation and inspection services in the field of charging stations and accessories.
13. **Client:** the natural or legal person who has purchased Products and/or Services from Soolutions or intends to do so.
14. **Distance contract:** an agreement concluded between Soolutions and the Client within the framework of an organised system for distance selling of Products, digital content and/or Services, whereby up to and including the conclusion of the agreement, one or more techniques for distance communication are used exclusively or jointly.
15. **Product(s):** movable property purchased from Soolutions.
16. **Model Withdrawal Form:** the European Model Withdrawal Form set out in Annex I of these Terms and Conditions.
17. **Distance communication technique:** a means that can be used to conclude a contract, without the Client and Soolutions having to meet in the same room at the same time.

## Article 2 – Identity of Soolutions

### Soolutions E-commerce B.V.

Proostwetering 16,

3543 AE, Utrecht

Phone: 085-06 04 784

E-mail address: [klantenservice@solutions.shop](mailto:klantenservice@solutions.shop)

Chamber of Commerce number: 60162589

VAT identification number: NL8537.90.267

## Article 3 – Applicability

1. These general terms and conditions apply to every offer made by Solutions and to every distance agreement concluded between Solutions and the Client.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the Client. If this is not reasonably possible, Solutions will indicate before the distance agreement is concluded, how the general terms and conditions can be viewed at Solutions and that they will be sent free of charge as soon as possible at the request of the Consumer.
3. If the distance contract is concluded electronically, the text of these general terms and conditions may be made available to the Client electronically in such a way that it can be easily stored by the Client on a durable data carrier, by way prior to the conclusion of the distance contract. If this is not reasonably possible, it will be indicated before the distance agreement is concluded where the general terms and conditions can be taken note of electronically and that they will be sent free of charge at the request of the Client by electronic means or by other means.
4. In the event that, in addition to these general terms and conditions, specific Product or Service Terms and Conditions also apply, the second and third paragraphs shall apply mutatis mutandis and, in the event of conflicting conditions, the Client may always invoke the applicable provision that is most favourable to him.

### Conclusion of the agreement

#### **Article 4 – The offer**

1. If an offer has a limited period of validity or is subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the Products, digital content and/or Services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the Customer. If Solutions uses images, they are a true representation of the Products, Services and/or digital content offered. Obvious mistakes or obvious errors in the offer are not binding on Solutions.
3. Each offer contains such information that it is clear to the Customer what the rights and obligations are that are attached to the acceptance of the offer.

#### **Article 5 – The Agreement**

1. Subject to the provisions of paragraph 4, the agreement is concluded at the time of acceptance by the Client of the offer and the fulfilment of the conditions set therein.
2. If the Client has accepted the offer by electronic means, Solutions will immediately confirm receipt of the acceptance of the offer by electronic means. As long as the receipt of this acceptance has not been confirmed by Solutions, the Customer, who is also a Consumer, can dissolve the agreement.
3. If the agreement is concluded electronically, Solutions will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a secure web environment. If the Client is able to pay electronically, Solutions will take appropriate security measures to this end.

4. Soolutions can, within legal frameworks, find out whether the Client can meet its payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, Soolutions has good reasons not to enter into the agreement, it is entitled, stating reasons, to refuse an order or request or to attach special conditions to the execution.
5. At the latest upon delivery of the Product, Service or digital content to the Customer, Soolutions will send the following information, in writing or in such a way that this information can be stored by the Customer in an accessible manner on a durable data carrier:
  - a. the visiting address of the Soolutions branch where the Client can go with complaints;
  - b. the conditions under which and the manner in which the Customer, who is also a Consumer, can make use of the right of withdrawal, or a clear notification regarding the exclusion of the right of withdrawal;
  - c. the information about warranties and existing after-sales service;
  - d. the price including all taxes of the Product, Service or digital content; where applicable, the cost of delivery; and the method of payment, delivery or performance of the distance contract;
  - e. the requirements for termination of the contract if the contract has a duration of more than one year or is of indefinite duration;
  - f. if the Consumer has a right of withdrawal, the model withdrawal form.
6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

### Cooling-off period and right of withdrawal

#### **Article 6 – Right of withdrawal**

This article applies only to the Customer who is also considered to be a Consumer. For the Customer who is not considered a Consumer, withdrawal is excluded.

*For products:*

1. The Consumer may dissolve an agreement relating to the purchase of a Product during a cooling-off period of at least 14 days without giving reasons. Soolutions may ask the Consumer for the reason for withdrawal, but this is not obliged to state his reason(s).
2. The cooling-off period referred to in paragraph 1 shall commence on the day after the Consumer, or a third party previously designated by the Consumer, who is not the carrier, has received the Product, or:
  - a. if the Consumer has ordered several Products in the same order: the day on which the Consumer, or a third party designated by him, has received the last Product. Soolutions may, provided that it has clearly informed the Consumer about this prior to the ordering process, refuse an order for several Products with a different delivery time.

- b. if the delivery of a Product consists of several shipments or parts: the day on which the Consumer, or a third party designated by him, has received the last shipment or part;
- c. in the case of contracts for regular delivery of Products during a certain period: the day on which the Consumer, or a third party designated by him, has received the first Product.

*In the case of Services and digital content that is not supplied on a tangible medium:*

- 3. The Consumer may terminate a Service Agreement and an agreement for the supply of digital content that has not been delivered on a tangible medium for a minimum of 14 days without giving reasons. Soolutions may ask the Consumer for the reason for withdrawal, but may not oblige him to state his reason(s).
- 4. The cooling-off period referred to in paragraph 3 shall commence on the day following the conclusion of the agreement.

*Extended cooling-off period for Products, Services and digital content that has not been delivered on a tangible medium in the event of failure to inform about the right of withdrawal:*

- 5. If Soolutions has not provided the Consumer with the legally required information about the right of withdrawal or the model withdrawal form, the cooling-off period will expire twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.
- 6. If Soolutions has provided the information referred to in the previous paragraph to the Consumer within twelve months after the commencement date of the original cooling-off period, the cooling-off period will expire 14 days after the day on which the Consumer received that information.

#### **Article 7 – Obligations of the Consumer during the cooling-off period**

This article applies only to the Customer who is also considered to be a Consumer. For the Customer who is not considered a Consumer, withdrawal is excluded.

- 1. During the cooling-off period, the Consumer will handle the Product and its packaging with care. He shall only unpack or use the Product to the extent necessary to establish the nature, characteristics and functioning of the Product. The basic principle here is that the Consumer may only handle and inspect the Product as he would be allowed to do in a shop.
- 2. The Consumer shall only be liable for any depreciation of the Product resulting from a way of handling the Product that goes beyond that permitted in paragraph 1.
- 3. The Consumer is not liable for any depreciation of the Product if Soolutions has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the contract.

#### **Article 8 – Exercise of the right of withdrawal and costs thereof**

This article applies only to the Customer who is also considered to be a Consumer. For the Customer who is not considered a Consumer, withdrawal is excluded.

1. If the Consumer makes use of his right of withdrawal, he will report this to Soolutions within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the Consumer shall return the Product or hand it over to (an authorised representative of) Soolutions. This is not necessary if Soolutions has offered to pick up the Product itself. In any case, the Consumer has complied with the return period if he returns the Product before the cooling-off period has expired.
3. The Consumer returns the Product with all accessories supplied, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by Soolutions.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the Consumer.
5. The Consumer bears the direct costs of returning the Product. If Soolutions has not reported that the Consumer has to bear these costs or if Soolutions indicates that it will bear the costs itself, the Consumer does not have to bear the costs for return.
6. If the Consumer revokes after having first expressly requested that the provision of the Service or the supply of gas, water or electricity that have not been prepared for sale in a limited volume or certain quantity commences during the cooling-off period, the Consumer will owe Soolutions an amount proportional to that part of the obligation fulfilled by Soolutions at the time of withdrawal, full performance of the undertaking.
7. The Consumer shall not bear any costs for the performance of Services or the supply of water, gas or electricity, which have not been made ready for sale in a limited volume or quantity, or for the supply of district heating, if:
  - a. Soolutions has not provided the Consumer with the legally required information about the right of withdrawal, the reimbursement of costs in the event of withdrawal or the model withdrawal form, or;
  - b. the Consumer has not expressly requested the commencement of the performance of the Service or the supply of gas, water, electricity or district heating during the cooling-off period.
8. The Consumer shall not bear any costs for the full or partial supply of digital content not supplied on a tangible medium, if:
  - a. prior to the delivery of the agreement, he did not expressly agree to the commencement of the performance of the agreement before the end of the cooling-off period;
  - b. he has not acknowledged that he will lose his right of withdrawal when he or she gives his consent; or
  - c. Soolutions has failed to confirm this statement by the Consumer.

9. If the Consumer makes use of his right of withdrawal, all additional agreements will be dissolved by operation of law.

#### **Article 9 – Obligations of Soolutions in the event of revocation**

This article applies only to the Customer who is also considered to be a Consumer. For the Customer who is not considered a Consumer, withdrawal is excluded.

1. If Soolutions enables the notification of withdrawal by the Consumer by electronic means, it will immediately send an acknowledgement of receipt upon receipt of this notification.
2. Soolutions will reimburse all payments made by the Consumer, including any delivery costs charged by Soolutions for the returned Product, without delay but within 14 days following the day on which the Consumer notifies him of the withdrawal. Unless Soolutions offers to collect the Product himself, he may withhold reimbursement until he has received the Product or until the Consumer proves that he has returned the Product, whichever is earlier.
3. Soolutions uses the same means of payment that the Consumer used for reimbursement, unless the Consumer agrees to a different method. The reimbursement is free of charge for the Consumer.
4. If the Consumer has chosen a more expensive method of delivery than the cheapest standard delivery, Soolutions does not have to reimburse the additional costs for the more expensive method.

#### **Article 10 – Exclusion of the right of withdrawal**

Soolutions can exclude the following Products and Services from the right of withdrawal, but only if Soolutions has clearly stated this in the offer, at least in time before the conclusion of the agreement:

1. Products or Services whose price is subject to fluctuations in the financial market over which Soolutions has no influence and which may occur within the withdrawal period;
2. Agreements concluded during a public auction. A public auction is understood to mean a sales method in which Products, digital content and/or Services are offered by Soolutions to the Consumer who is personally present or has the opportunity to be present in person at the auction, under the direction of an auctioneer, and where the successful bidder is obliged to purchase the Products, digital content and/or Services;
3. Service Agreements, after full performance of the Service, but only if:
  - a. the performance has begun with the express prior consent of the Consumer; and
  - b. the Consumer has declared that he loses his right of withdrawal as soon as Soolutions has fully performed the agreement;

4. Service contracts for the provision of accommodation, if the contract provides for a specific date or period of performance and other than for residential purposes, transport of goods, car rental services and catering;
5. Contracts relating to leisure activities, if the contract provides for a specific date or period of performance thereof;
6. Products manufactured to the Consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the Consumer, or which are clearly intended for a specific person;
7. Products that spoil quickly or have a limited shelf life;
8. Sealed Products which are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery;
9. Products that are irrevocably mixed with other Products after delivery;
10. Alcoholic beverages of which the price has been agreed at the conclusion of the contract, but of which the delivery can only take place after 30 days, and whose actual value depends on fluctuations of the market over which Soolutions has no influence;
11. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
12. Newspapers, periodicals or magazines, with the exception of subscriptions thereto;
13. The supply of digital content other than on a tangible medium, but only if:
  - a. the performance has begun with the express prior consent of the Consumer; and
  - b. the Consumer has declared that he/she hereby loses his/her right of withdrawal.

### The Product and the delivery

#### **Article 11 – The price**

1. During the period of validity stated in the offer, the prices of the Products and/or Services offered will not be increased, except for price changes due to changes in VAT rates.
2. By way of derogation from the previous paragraph, Soolutions may offer Products or Services whose prices are subject to fluctuations in the financial market and over which Soolutions has no influence, with variable prices. This fact that there are fluctuations and the fact that any prices quoted are indicative prices are indicated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if Soolutions has stipulated this and:
  - a. they are the result of legal regulations or provisions; or
  - b. the Consumer has the right to terminate the agreement with effect from the day on which the price increase takes effect.
5. The prices mentioned in the offer of Products or Services include VAT.

#### **Article 12 – Fulfilment and additional warranty**

1. Soolutions guarantees that the Products and/or Services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or



usability and the legal provisions and/or government regulations existing on the date of the conclusion of the agreement. If agreed, Solutions also guarantees that the Product is suitable for other than normal use.

2. An additional warranty provided by Solutions, its supplier, manufacturer or importer never limits the legal rights and claims that the Consumer can assert against Solutions on the basis of the agreement if Solutions has failed to comply with its part of the agreement.
3. Extra warranty is understood to mean any obligation of Solutions, its supplier, importer or producer in which it grants the Consumer certain rights or claims that go beyond what he is legally obliged to do in the event that he has failed to comply with his part of the agreement.

### **Article 13 – Delivery and execution**

1. Solutions will take the greatest possible care in the receipt and execution of orders for Products and in the assessment of requests for the provision of Services.
2. The place of delivery is the address that the Client has made known to Solutions.
3. With due observance of what is stated in this regard in article 4 of these general terms and conditions, Solutions will execute accepted orders with due diligence but no later than within 30 days, unless a different delivery period has been agreed. If delivery is delayed, or if an order cannot be fulfilled or can only be partially fulfilled, the Customer will be notified no later than 30 days after placing the order. In that case, the Client has the right to dissolve the agreement without costs and is entitled to any compensation.
4. After dissolution in accordance with the previous paragraph, Solutions will immediately refund the amount paid by the Client.
5. The risk of damage and/or loss of Products rests with Solutions until the moment of delivery to the Customer or a representative designated in advance and made known to Solutions, unless expressly agreed otherwise.

### **Article 14 – Payment**

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the Client must be paid within 14 days after the start of the cooling-off period, or in the absence of a cooling-off period, within 14 days after the conclusion of the agreement. In the case of an agreement for the provision of a Service, this period starts on the day after the Consumer has received the confirmation of the agreement.
2. When selling Products to Consumers, the Consumer may never be obliged to pay more than 50% in advance in general terms and conditions. When advance payment has been stipulated, the Consumer cannot assert any right regarding the execution of the relevant order or Service(s) before the stipulated advance payment has been made.
3. The Client has the duty to report any inaccuracies in the payment details provided or mentioned to Solutions without delay.
4. If the Client does not meet his payment obligation(s) on time, the Client shall, after having been informed by Solutions of the late payment and Solutions have granted the Client a period of 14 days to still meet its payment obligations, after failure to pay within this 14-day period, owe the statutory interest on the outstanding amount and

Solutions is entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum: 15% on outstanding amounts up to € 2.500,=; 10% on the next € 2.500,= and 5% on the next € 5.000,= with a minimum of € 40,=. Solutions may deviate from the amounts and percentages mentioned for the benefit of the Consumer.

## The Installation Agreement

### **Article 15 – Installation service**

1. Solutions offers the Customer, through its Configurator, the possibility to choose an Installer for the Installation of a Product. Solutions only has a facilitating role in this and can therefore not be held responsible for the acts or omissions of an Installer during the installation of the Product.
2. The Customer enters into a separate agreement with the Installer via the Configurator. Solutions is not a (contract) party to this. It merely brings the Client together with the Installer. Solutions cannot be held responsible or liable for the acceptance and execution of the assignment to the Installer.
3. The Installer shall accept the Customer's order to carry out the Installation to the Customer within 24 hours. If the Installation is not accepted in time or is refused by the Installer, Solutions offers the Customer the opportunity to choose another Installer. Solutions is not liable for any price difference.
4. Solutions selects the Installers displayed in the Configurator with the utmost care based on training and experience. However, the offer and conditions for concluding an installation agreement originate from the Installer. Solutions is not responsible for the correctness and completeness of the offer. Its role is limited to bringing the Customer together with the Installer.
5. Solutions is also not responsible for the accuracy of a Review posted by the Customer about an Installer. Solutions cannot and does not want to influence a Review.

### **Article 16 – Agreement with the Installer**

1. Agreements between the Customer and the Installer are concluded after the Customer has chosen the Installer in the Configurator, accepted the Installer's general terms and conditions and the Installer has accepted the order. This is a separate installation agreement to which Solutions will not be or will not become a party.
2. The Customer accepts the Installer's offer and general terms and conditions via the Configurator. The legal relationship between the Client and the Installer is governed by the offer and the general terms and conditions.
3. Solutions is not responsible for the execution of the agreement or for the fulfilment of any other obligation of the Installer towards the Client. Solutions has no control over the execution and quality of the Installation. The Client indemnifies Solutions against any claim by third parties related to such matters.
4. Solutions accepts no liability for damage as a result of the (incorrect) execution of the installation by the Installer.

5. If and to the extent that the agreement between the Client and the Installer has to be amended at the initiative of the Client after the conclusion of the Agreement, this will only take place through Soolutions in connection with Article 16 of these general terms and conditions. The Client is not entitled to approach the Installer outside of Soolutions in order to amend the agreement. However, the Client is permitted to agree with the Installer on individual activities that cannot (also) be arranged via Soolutions.

#### **Article 17 – Payment via the Configurator**

1. The Client agrees that payment for the installation will be made via (the Configurator of) Soolutions and will be received by Soolutions. No direct payment will be made to the Installer.
2. Payment is made by payment of one total amount including all Products or Services purchased through Soolutions. As a result, Soolutions does not become a party to the agreement between the Client and the Installer. Soolutions also does not assume any obligations or liability with regard to the execution of the installation.
3. Payment to the Installer by Soolutions will take place within 30 days after the Client and the Installer have deregistered the installation.

#### **Article 18 – Review of the Installer**

1. After completion of the installation, the Customer will be asked to post a Review of the work by the Installer. The Review will consist of giving stars.
2. The Client guarantees that the Review is given in good faith and truthfully and indemnifies Soolutions against any claim by a third party in this regard.
3. Soolutions will not remove a Review, unless in the opinion of Soolutions it appears that the Review is incorrect, unreliable or unmistakably unlawful.

#### **Soolutions Care**

##### **Article 19 – Soolutions Care**

1. Soolutions offers its Customers the opportunity to purchase Soolutions Care within the agreed period, in addition to the production warranty and the installation warranty. Within the agreed period, the Customer can at any time pass on notifications about its charging station installation to Soolutions free of charge and request an investigation or repair of problems. Soolutions will process the reports as soon as possible, but no later than three working days and schedule an appointment with the Installer.
2. Soolutions Care only applies to the Products purchased from Soolutions or through one of its resellers.
3. Reports from Customers after the agreed period has been processed will no longer be processed by Soolutions.
4. The fee to be paid by the Client for Soolutions Care will be charged to the Client in one go by Soolutions for the entire agreed period. Soolutions Care will only be activated when full payment has been received. Until then, Soolutions is not obliged to provide the services of Soolutions Care.
5. The Customer does not owe any additional costs for making reports and for having an investigation or repair carried out.
6. Soolutions strives to have Soolutions Care carried out as much as possible by the Installer who has installed the Products at the Customer, but Soolutions is not obliged to do so.

7. Soolutions Care only applies to maintenance, research and repair work. The costs for the purchase (of parts) of Products are not covered by Soolutions Care and will be borne by the Customer, unless this (parts of) Products is covered by the warranty.
8. Soolutions Care explicitly does not include:
  - a. problems or damages resulting from improper use, negligence, or intentional damage to the Products;
  - b. loss or theft of the Products
  - c. aesthetic damage such as scratches, dents or discolorations that do not affect functionality;
  - d. installation or recovery of software or data.
9. If, after investigation of the problem, it appears that no coverage is covered by Soolutions Care or by the warranty on the Products, Soolutions is not obliged to remedy the problem free of charge. The Client can then enter into an agreement directly with the Installer, whether or not at the same time as purchasing new Products from Soolutions.
10. If Products cannot be repaired or replaced immediately, a temporary Product may be placed so that the Customer can continue to charge. The temporary charging solution will be replaced when the replacement (part of the) Product is available again.

## Liability Soolutions

### **Article 20 – General liability**

1. Soolutions assumes no liability in the cases mentioned below in this article. This applies to any ground of possible liability.
2. Liability for direct damage is at all times limited to a maximum of 50% of the amount of the invoice (excluding VAT) of (the part of) the relevant Product or Service that has been charged to the Customer.
3. Soolutions accepts no liability for indirect damage suffered by the Client, including but not limited to consequential damage, loss of turnover and/or loss of profit.
4. Soolutions is in no way liable for damage in the event of force majeure.
5. The Client shall never have the right to suspend the payment obligation or to set it off against a possible claim for damages, unless the Client can also be regarded as a Consumer.
6. Any possible claim for damages will lapse if and as soon as one year has elapsed since the delivery of the Product or Service in question without the claim having been submitted in writing to Soolutions.
7. The foregoing does not affect the liability of Soolutions as a result of intent or deliberate recklessness.
8. The Client indemnifies Soolutions against any claims made by third parties in relation to the Product or Service, more specifically by Installers.
9. The Client must limit any damage as much as possible.

### **Article 21 – Liability of configurator**

1. In the Configurator, Soolutions presents the Client with the best options for his or her wishes and/or situation based on the information provided by the Client and/or his or her preferences. The Client is at all times responsible for the accuracy of this information and/or preferences.

2. Soolutions is in no way liable for (the correctness of) the information and/or preferences provided by the Client, the options based on them and the choices subsequently made by the Client, nor for the consequences thereof.

#### **Article 22 – Long-term transactions: duration, termination and extension**

1. The Client may terminate an agreement that has been entered into for an indefinite period of time and that aims at the regular delivery of Products (including electricity) or Services, at any time, with due observance of the agreed termination rules and a notice period of no more than one month.
2. The Client may terminate an agreement that has been entered into for a definite period of time and that aims at the regular delivery of Products (including electricity) or Services, at any time towards the end of the fixed term, with due observance of the agreed termination rules and a notice period of no more than one month.
3. The Client may use the agreements referred to in the previous paragraphs:
  - cancel at any time and not be limited to termination at a particular time or period;
  - at least in the same way as they were entered into by him;
  - always terminate with the same notice period as Soolutions has stipulated for itself.
4. An agreement that has been entered into for a definite period of time and that aims at the regular delivery of Products (including electricity) or Services may not be tacitly extended or renewed for a certain period.
5. By way of derogation from the previous paragraph, an agreement that has been entered into for a definite period of time and that aims at the regular delivery of daily, news, weekly and magazine magazines may be tacitly extended for a fixed period of up to three months, if the Client can terminate this extended agreement by the end of the extension with a notice period of no more than one month.
6. An agreement that has been entered into for a definite period of time and that aims at the regular delivery of Products or Services may only be tacitly renewed for an indefinite period if the Customer may terminate at any time with a notice period of no more than one month. The notice period shall not exceed three months in the event that the agreement provides for the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
7. If an agreement has a duration of more than one year, the Client may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness preclude termination before the end of the agreed period.

#### **Complaints and disputes**

##### **Article 23 – Complaints procedure**

1. Soolutions has a sufficiently publicised complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the agreement must be submitted to Soolutions within a reasonable period of time after the Client has discovered the defects, fully and clearly described.

3. Complaints submitted to Solutions will be answered within 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, Solutions will respond within the period of 14 days with a confirmation of receipt and an indication when the Client can expect a more detailed answer.

#### **Article 24 – Disputes**

1. Agreements between Solutions and the Client to which these general terms and conditions relate are exclusively governed by Dutch law. Even if the Client resides abroad.
2. The Vienna Convention on the International Sale of Goods does not apply.

#### **Article 25 – Additional or deviating provisions**

Additional provisions or provisions that deviate from these general terms and conditions may not be to the detriment of the Customer and must be recorded in writing or in such a way that they can be stored by the Customer in an accessible manner on a durable data carrier.

## Annex I: Model withdrawal form

### Model withdrawal form

(please fill in this form and return it only if you wish to withdraw from the contract)

- **At: Soolutions E-commerce B.V.**  
**Proostwetering 16, Utrecht**  
**klantenservice@soolutions.com**
  
- I/We\* hereby inform you that I/We\* have cancelled our agreement on  
the sale of the following Products: [Product Designation]\*  
the supply of the following digital content: [digital content designation]\*  
the provision of the following Service: [Service Designation]\*,  
revok/revok\*
  
- Ordered on\*/received on\* [date of order for Services or receipt for Products]
  
- [Name of consumer(s)]
  
- [Address of consumer(s)]
  
- [Signature of consumer(s)] (only if this form is submitted on paper)

\* Delete what is not applicable or fill in what is applicable.