

# 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 withdrawal
- Article 10 Exclusion of the right of withdrawal
- Article 11 The price
- Article 12 Performance and extra guarantee
- 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 General liability
- Article 20 Liability configurator
- Article 21 Duration transactions; duration, termination and extension
- Article 22 Complaints procedure
- Article 23 Disputes
- Article 24 Additional or deviating provisions

### **General provisions**

#### **Article 1 - Definitions**

In these terms and conditions, the following definitions apply:

- Additional Agreement: an agreement whereby the Customer acquires Products, digital content and/or Services in connection with a distance contract and these items, digital content and/or Services are supplied 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 make use of 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

24/11/2022 1 or 14



- on the basis of his/her wishes and needs and in which the Customer is offered the opportunity to have a separate agreement for the installation of the charging station established with an Installer.
- 5. **Consumer**: the natural person who does not act 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 supplied in digital form.
- 9. **Continuing performance** agreement: an agreement that extends to the regular delivery of Products, Services and/or digital content during a certain period.
- 10. **Durable data carrier**: any tool including e-mail that enables the Consumer or Soolutions to store information addressed to him personally in a way that allows future consultation or use for a period that is tailored to the purpose for which the information is intended, and that allows unaltered reproduction of the stored information.
- 11. **Right of withdrawal**: the possibility for the Consumer to cancel the distance contract within the cooling-off period.
- 12. **Installer**: a natural or legal person who offers installation and inspection services in the field of charging stations and accessories.
- 13. **Customer**: 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 Customer within the framework of an organized system for distance selling of Products, digital content and/or Services, whereby up to and including the conclusion of the agreement, exclusive or co-use is made of one or more techniques for distance communication.
- 15. **Product(s)**: movable property purchased from Soolutions.
- 16. **Model form for withdrawal**: the European model form for withdrawal included in Annex I of these terms and conditions.
- 17. **Technique for distance communication**: means that can be used to conclude an agreement, without the Customer and Soolutions having to be together in the same room at the same time.

### **Article 2 – Identity of Soolutions**

#### **Soolutions E-commerce B.V.**

Proostwetering 16, 3543 AE, Utrecht

Phone Number: 085-06 04 784

E-mail address: customersupport@soolutions.shop

Chamber of Commerce number: 60162589 VAT identification number: NL8537.90.267

### Article 3 - Applicability

24/11/2022 2 or 14



- 1. These general terms and conditions apply to every offer from Soolutions and to every distance contract concluded between Soolutions and the Customer.
- 2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the Customer. If this is not reasonably possible, Soolutions will indicate before the distance contract is concluded how the general terms and conditions can be viewed at Soolutions 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, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the Customer electronically in such a way that it can be easily stored by the Customer on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be read electronically and that they will be sent free of charge at the request of the Customer electronically or otherwise.
- 4. In the event that specific Product or Service Conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply mutatis mutandis and the Customer may always invoke the applicable provision that is most favourable to him in the event of conflicting terms and conditions.

# **Conclusion of the agreement**

#### Article 4 - The offer

- 1. If an offer has a limited period of validity or is made 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 Soolutions uses images, these are a true representation of the Products, Services and/or digital content offered. Obvious mistakes or errors in the offer do not bind Soolutions.
- 3. Each offer contains such information that it is clear to the Customer what rights and obligations are attached to the acceptance of the offer.

### Article 5 – The agreement

- 1. The agreement is concluded, subject to the provisions of paragraph 4, at the moment of acceptance by the Customer of the offer and compliance with the conditions set therein.
- If the Customer has accepted the offer electronically, Soolutions will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by Soolutions, the Customer who is also a Consumer can dissolve the agreement.
- If the agreement is concluded electronically, Soolutions will take appropriate technical
  and organizational measures to secure the electronic transfer of data and ensure a
  secure web environment. If the Customer can pay electronically, Soolutions will
  observe appropriate security measures.

24/11/2022 3 or 14



- 4. Soolutions can inform itself within legal frameworks whether the Customer can meet his 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 to refuse an order or request, stating reasons, 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 Customer can go with complaints;
  - b. the conditions under which and the way in which the Customer who is also a Consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - c. the information about guarantees 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 execution of the distance contract;
  - e. the requirements for termination of the agreement if the agreement 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 an extended 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 only applies to the Customer who is also regarded as a Consumer. For the Customer who is not regarded as a Consumer, withdrawal is excluded.

### For products:

- The Consumer can dissolve an agreement with regard 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 starts on the day after the Consumer, or a third party designated in advance 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 he has clearly informed the Consumer about this

24/11/2022 4 or 14



- 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, received the last shipment or the last part:
- c. in the case of agreements 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 not supplied on a tangible medium:

- 3. The Consumer can dissolve a Service Agreement and a contract for the supply of digital content that has not been delivered on a tangible medium for at least 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 starts on the day following the conclusion of the agreement.

Extended cooling-off period for Products, Services and digital content that has not been supplied 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 expires 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 Consumer with the information referred to in the previous paragraph within twelve months of the start date of the original cooling-off period, the cooling-off period expires 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 only applies to the Customer who is also regarded as a Consumer. For the Customer who is not regarded as a Consumer, withdrawal is excluded.

- During the cooling-off period, the Consumer will handle the Product and packaging with care. He will only unpack or use the Product to the extent necessary to determine the nature, characteristics and operation of the Product. The starting point here is that the Consumer may only handle and inspect the Product as he would be allowed to do in a store.
- 2. The Consumer is only liable for depreciation of the Product that is the result of a way of handling the Product that goes beyond what is permitted in paragraph 1.
- 3. The Consumer is not liable for 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 agreement.

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

24/11/2022 5 or 14



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

- 1. If the Consumer exercises 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 returns the Product, or hands it over to (an authorized representative of) Soolutions. This is not necessary if Soolutions has offered to collect the Product itself. The Consumer has in any case observed the return period if he returns the Product before the cooling-off period has expired.
- 3. The Consumer returns the Product with all delivered accessories, 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 notified that the Consumer must 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 withdraws after first expressly requesting that the provision of the Service or the supply of gas, water or electricity that have not been made ready for sale in a limited volume or certain quantity starts during the cooling-off period, the Consumer owes Soolutions an amount proportional to that part of the obligation fulfilled by Soolutions at the time of withdrawal, compared to the full fulfilment 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 the Consumer has not provided the legally required information about the right of withdrawal, the reimbursement of costs in the event of withdrawal or the model withdrawal form, or;
  - the Consumer has not expressly requested the start of the performance of the Service or the supply of gas, water, electricity or district heating during the coolingoff 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 its delivery, he has not expressly consented to the commencement of performance of the agreement before the end of the cooling-off period;
  - b. he has not acknowledged that he has lost his right of withdrawal when granting his consent; or
  - c. Soolutions has failed to confirm this statement by the Consumer.

24/11/2022 6 or 14



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

# Article 9 – Obligations of Soolutions in the event of withdrawal

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

- If Soolutions enables the Consumer's notification of withdrawal by electronic means, he 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 itself, he may wait to refund 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 for reimbursement that the Consumer has used, unless the Consumer agrees to another method. The refund 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 refund 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 for 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 is given the opportunity to be personally present 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 execution has started with the express prior consent of the Consumer; and
  - b. the Consumer has stated that he loses his right of withdrawal as soon as Soolutions has fully executed the agreement;
- 4. Service agreements for the provision of accommodation, if a certain date or period of performance is provided for in the agreement and other than for residential purposes, freight transport, car rental services and catering;

24/11/2022 7 or 14



- 5. Agreements relating to leisure activities, if the agreement provides for a certain date or period of execution thereof;
- Products manufactured according 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 that are not suitable for return for reasons of health protection or hygiene and of which the seal has been broken after delivery;
- 9. Products that are irrevocably mixed with other Products after delivery due to their nature:
- 10. Alcoholic beverages whose price was agreed at the conclusion of the agreement, but whose delivery can only take place after 30 days, and whose actual value depends on fluctuations in 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, magazines or magazines, with the exception of subscriptions to them;
- 13. The supply of digital content other than on a tangible medium, but only if:
  - a. the execution has started with the express prior consent of the Consumer; and
  - b. the Consumer has stated that he thereby loses his right of withdrawal.

## The Product and delivery

#### Article 11 – The price

- 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. Contrary to 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 link to fluctuations and the fact that any prices stated are target prices are stated in the offer.
- 3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory 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. these are the result of statutory regulations or provisions; or
  - b. the Consumer has the authority to terminate the agreement with effect from the day on which the price increase takes effect.
- 5. The prices stated in the offer of Products or Services include VAT.

#### Article 12 – Performance and extra guarantee

 Soolutions guarantees that the Products and/or Services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions and/or government regulations existing on the date

24/11/2022 8 or 14



- of the conclusion of the agreement. If agreed, Soolutions also guarantees that the Product is suitable for other than normal use.
- An additional guarantee provided by Soolutions, its supplier, manufacturer or importer never limits the legal rights and claims that the Consumer can assert against Soolutions on the basis of the agreement if Soolutions has failed to fulfil its part of the agreement.
- 3. An additional guarantee is understood to mean any obligation of Soolutions, 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 fulfil his part of the agreement.

#### Article 13 – Delivery and execution

- 1. Soolutions will take the greatest possible care when receiving and executing orders for Products and when assessing requests for the provision of Services.
- 2. The place of delivery is the address that the Customer has made known to Soolutions.
- 3. With due observance of what is stated in article 4 of these general terms and conditions, Soolutions will execute accepted orders expeditiously but at the latest within 30 days, unless another delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the Customer will be notified of this no later than 30 days after he has placed the order. In that case, the Customer has the right to dissolve the agreement at no cost and is entitled to any compensation.
- 4. After dissolution in accordance with the previous paragraph, Soolutions will immediately refund the amount paid by the Customer.
- 5. The risk of damage and/or loss of Products rests with Soolutions until the moment of delivery to the Customer or a representative designated in advance and made known to Soolutions, unless expressly agreed otherwise.

# Article 14 - Payment

- 1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the Customer 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 to provide a Service, this period starts on the day after the Consumer has received confirmation of the agreement.
- 2. When selling Products to Consumers, the Consumer may never be obliged in general terms and conditions to pay more than 50% in advance. If 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 Customer has the obligation to report inaccuracies in provided or stated payment details to Soolutions without delay.
- 4. If the Customer does not meet his payment obligation(s) on time, after he has been informed by Soolutions of the late payment and Soolutions has granted the Customer a period of 14 days to still meet his payment obligations, after failure to pay within this 14-day period, the statutory interest is due on the amount still due and Soolutions is entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on

24/11/2022 9 or 14



the next  $\in$  2.500,= and 5% on the next  $\in$  5.000,= with a minimum of  $\in$  40,=. Soolutions may deviate from the aforementioned amounts and percentages for the benefit of the Consumer.

# The installation agreement

#### Article 15 – Installation service

- Soolutions offers the Customer through its Configurator the possibility to choose an Installer for the Installation of a Product. Soolutions only has a facilitating role and can therefore not be held responsible for the acts or omissions of an Installer during the installation of the Product.
- 2. The Customer concludes a separate agreement with the Installer via the Configurator. Soolutions is not a (contract) party. It merely brings the Customer together with the Installer. Soolutions can therefore not be held responsible and 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, Soolutions offers the Customer the opportunity to choose another Installer. Soolutions is not liable for any price difference.
- 4. Soolutions 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 originates from the Installer. Soolutions is not responsible for the accuracy and completeness of the offer. Its role is limited to bringing the Customer together with the Installer.
- 5. Soolutions is also not responsible for the accuracy of a Review posted by the Customer about an Installer. Soolutions cannot and does not want to influence a Review.

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

- Agreements between the Customer and the Installer are concluded after the Customer
  has chosen the Installer in the Configurator, has accepted the General Terms and
  Conditions of the Installer and the Installer has accepted the assignment. This is a
  separate installation agreement to which Soolutions will not be or become a party.
- 2. The Customer accepts the Installer's offer and general terms and conditions via the Configurator. The legal relationship between the Customer and the Installer is governed by the offer and the general terms and conditions.
- 3. Soolutions is not responsible for the execution of the agreement or for the fulfilment of any other obligation of the Installer towards the Customer. Soolutions has no control over the execution and quality of the Installation. The Customer indemnifies Soolutions against any claim from third parties related to such matters.
- 4. Soolutions accepts no liability for damage resulting from the (incorrect) execution of the installation by the Installer.
- 5. If and insofar as the agreement between the Customer and the Installer has to be changed after its conclusion at the initiative of the Customer, this will only take place via Soolutions in connection with Article 16 of these general terms and conditions. The

24/11/2022 10 or 14



Customer is not entitled to approach the Installer outside Soolutions to change the agreement. The Customer is permitted to agree with the Installer individual activities that cannot (also) be arranged via Soolutions.

### Article 17 – Payment via the Configurator

- 1. The Customer agrees that payment for the installation will be made via (the Configurator of) Soolutions and will be received by Soolutions. There will be no direct payment to the Installer.
- 2. Payment takes place by payment of one total amount including all Products or Services purchased via Soolutions. Soolutions therefore does not become a party to the agreement between the Customer and the Installer. Soolutions also assumes no obligations or liability with regard to the execution of the installation.
- 3. (Further) payment to the Installer by Soolutions will take place within 30 days after the Customer 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 Customer 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 Soolutions' opinion it appears that the Review is incorrect, unreliable or manifestly unlawful.

#### **Liability Soolutions**

#### **Article 19 – General liability**

- 1. Soolutions accepts 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 a percentage 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 of the Customer, including but not limited to consequential damage, loss of turnover and/or loss of profit.
- 4. Soolutions is under no circumstances liable for damage in the event of force majeure.
- 5. The Customer never has the right to suspend the payment obligation or to set off against a possible claim for compensation, unless the Customer can also be regarded as a Consumer.
- 6. Any possible claim for compensation lapses 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 Customer indemnifies Soolutions against any claims from third parties regarding the Product or Service, more specifically from Installers.

24/11/2022 11 or 14



9. The Customer must limit any damage as much as possible.

# Article 20 – Liability configurator

- In the Configurator, Soolutions presents the Customer with the best options for his or her wishes and/or situation based on the information provided by the Customer and/or his or her preferences. The Customer 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 Customer, the options based on them and the choices subsequently made by the Customer, nor for the consequences thereof.

### Article 21 – Duration transactions: duration, termination and extension

- The Customer may terminate an agreement that has been entered into for an indefinite period and that extends to 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 Customer may terminate an agreement that has been entered into for a definite period and that extends to 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 Customer may conclude the agreements referred to in the previous paragraphs:
  - terminate at any time and not be limited to termination at a specific time or in a certain period;
  - terminate 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 and that extends to the regular delivery of Products (including electricity) or Services may not be tacitly extended or renewed for a fixed period.
- 5. Contrary to the previous paragraph, an agreement that has been entered into for a definite period and that extends to the regular delivery of daily, news and weekly newspapers and magazines may be tacitly renewed for a fixed period of up to three months, if the Customer can terminate this extended agreement towards 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 and that extends to the regular delivery of Products or Services may only be tacitly extended 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 is a maximum of three months in case the agreement extends to 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 Customer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

24/11/2022 12 or 14



### **Complaints and disputes**

# Article 22 – Complaints procedure

- 1. Soolutions has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
- Complaints about the execution of the agreement must be submitted fully and clearly described to Soolutions within a reasonable time after the Customer has discovered the defects.
- 3. Complaints submitted to Soolutions will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, Soolutions will respond within the period of 14 days with a message of receipt and an indication when the Customer can expect a more detailed answer.

### **Article 23 – Disputes**

- Agreements between Soolutions and the Customer to which these general terms and conditions apply are exclusively governed by Dutch law. Even if the Customer resides abroad.
- 2. The Vienna Sales Convention does not apply.

### **Article 24 – Additional or deviating provisions**

Additional or deviating provisions 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.

24/11/2022 13 or 14



### Annex I: Model withdrawal form

#### Model withdrawal form

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

At: Soolutions E-commerce B.V.

**Proostwetering 16, Utrecht** 

customersupport@soolutions.shop

- I/We\* hereby inform you that I/We\* have entered into our agreement regarding the sale of the following Products: [Product designation]\*

the supply of the following digital content: [digital content designation]\*

the provision of the following Service: [designation Service]\*,

revoked/revoked\*

- Ordered on\*/received on\* [date of order for Services or receipt for Products]
- [Name of Consumer(s)]
- [Address Consumer(s)]
- [Signature Consumer(s)] (only when this form is submitted on paper)

\* Delete what does not apply or fill in what applies.

24/11/2022 14 or 14