

**1. Subject of the agreement**

The present general terms apply to technical assistance for certain terminals sold by Proximus public limited company of Belgian public law, hereafter referred to as "Proximus", including their accessories and options. If Proximus accepts a request for technical assistance for a non-Proximus machine, these terms shall also apply. In case of contradiction, the provisions of the contract or any specific terms, pertaining to certain types of terminals, take precedence over the general terms.

Additionally, the present terms always take precedence over any general terms of the customer.

**2. Entry into force and duration of the agreement**

The agreement takes effect on the date it is signed for a fixed minimum duration of one year.

However, if the terminal is still under guarantee at the moment the agreement is signed, the duration of the contract shall begin on the expiration date of the guarantee.

Unless the contract is terminated by one or the other party at least fifteen days before the expiration date, it shall be tacitly extended until such time as the terminal is six years old.

**3. Modifications to the terms of the agreement**

Proximus reserves the right to modify the terms of the agreement and agrees to provide prior notice of any modification to its customers. The customer has one month, once the modification takes effect, to invoke the termination clause provided for in Article 9.1.

**4. Services provided** If a malfunction appears in the terminal, Proximus agrees to do everything possible to carry out any repairs and/or replacements as quickly as possible. Proximus alone shall determine what repairs are necessary to return the terminal to proper working order.

1.2. Proximus shall provide technical assistance during its normal working hours, and said assistance shall be billed on a bimonthly or monthly basis. Any operations carried out by Proximus outside of normal working hours shall be billed at the rates and subject to the terms in effect at that time.

1.3. Technical assistance includes labor and spare parts, as well as any travel costs to and from the installation address. Should a machine remain under guarantee at the time the agreement is signed, Proximus shall assume any travel costs to and from the installation address.

1.4. Under no circumstances does technical assistance cover repairs of damage resulting from use of the terminal other than that for which it was intended. Repair of damage caused by accident, power surges, humidity, lightning strikes, as well as any other cases of force majeure fall outside the scope of technical assistance. In such a case, Proximus may, at the customer's request, provide an estimate of repair costs, which will be billed to the customer outside the framework of the agreement and at current rates. Repair or replacement of mobile elements (cords, wires, plugs, antennas, etc.), replacement of accessories which by their nature must be replaced at regular intervals (batteries, paper, ink, etc.), and the provision of cleaning products also fall outside the scope of technical assistance.

1.5. Technical assistance shall not cover a terminal beyond six years from its date of purchase or installation.

**5. Customer obligations**

2.1. The customer must notify Proximus of any malfunction immediately

after it is discovered.

2.2. When making a request for repair, the customer must provide any information to the technical assistance team which could be of use in identifying the breakdown. The customer must also ensure that test programs, insofar as they are available, are carried out at the request of the technical assistance team.

2.3. The customer shall refrain from carrying out any repair or operation whatsoever on the terminal.

Failure to respect this obligation may result in the automatic termination of the agreement in accordance with Article 9.2.

2.4. The customer shall be required to provide unhindered access, at any reasonable hour, to the site where the terminal is located, to persons designated by Proximus, so that they may provide technical assistance.

**6. Fees for technical assistance**

3.1. The amount of the fee(s) for technical assistance is set out in the contract and/or on the bill. V.A.T. or any other tax in effect at the time of billing shall be the responsibility of the customer.

3.2. With the exception of simple telephones, the amount of the fees for technical assistance are reviewed each year on January 1. The revision shall be applied to the year's first billing period, on the basis of the following formula:

$$P_{j+1} = P_j (0,3 + 0,7 S_j - 1)$$

where:  $P_{j+1}$  = amount of the new bimonthly fees

$P_j$  = amount of bimonthly fees for the last calendar year  $j$

$S_j$  = Reference salary index in the Belgian metallic fabrication industry, in effect for the month of June in the year  $j$

$S_j - 1$  = Reference salary index in the Belgian metallic fabrication industry, in effect for the month of June in the year  $j - 1$

**7. Billing and payment**

4.1. Fees for technical assistance are payable in advance, every two months, unless Proximus and the customer have agreed that billing will take place on a monthly basis. All sums due under the agreement will be itemized in bills sent to the customer or a responsible third party designated by him. The designation of a third party does not release the customer from his obligation to pay should said party default. The bills indicate the time limit within which or date by which payment must be made. Payment must be made to the account number indicated by Proximus with the relevant reference information.

4.2. The customer pays no fee for technical assistance while the terminal is still under guarantee.

4.3. In the case of late payment of sums owed by the customer, Proximus reserves the right to require automatically and without any prior notice the payment of interest on the late sum, calculated at the legal rate plus 5%, of at least 12%.

4.4. In the case of non-payment by the customer of sums due, Proximus has the right to terminate the agreement ipso jure. Termination can

take effect only after formal notice receives no response after a period of fifteen calendar days, beginning from the date of notification by registered letter. The termination occurs without prejudice to the payment of sums remaining due.

## 8. Transfer of the agreement

The customer can transfer this agreement to a third party only after receiving prior written approval from Proximus.

## 9. Termination

- 6.1. The customer has the right to terminate the contract upon the expiration date, provided he gives 15 calendar days' prior notice to Proximus by registered letter. Any portion of the fees which has been paid in advance for a period no longer covered by the agreement shall be reimbursed to the customer.
- 6.2. If a party does not respect his obligations, the other party has the right to terminate the agreement ipso jure. Termination can take effect only after formal notice receives no response after a period of fifteen calendar days, beginning from the date of notification by registered letter.

## 10. Complaints to Proximus

In case of difficulties related to the execution of the agreement, the customer should contact Proximus local service. The address and telephone number are located in the information pages of the phone book.

## 11. Complaints to Ombudsman

The customer has recourse to the Ombudsman Service for Telecommunications, which functions totally independently of Proximus and which examines complaints related to Proximus activities.

The Ombudsman Service's address and telephone number can be found in the directory information pages and may be requested from Proximus by the customer.

Only written complaints shall be accepted. The customer may, however, speak with the Ombudsman Service in order to ascertain his interests.

Complaints shall only be accepted if the customer can demonstrate that he has first begun a complaint process with Proximus.

The Ombudsman service for Telecommunications may refuse to handle a complaint when it is the result of facts which occurred more than one year prior to the lodging of the complaint.

The examination of a complaint shall cease should the complaint become the subject of a jurisdictional plea.

## 12. Legal recourse

With the exception of arbitration, where the ombudsman service issues a decision binding the two parties, legal proceedings are always possible.

Any disputes concerning the interpretation or application of the agreement fall under the sole jurisdiction of the Belgian common courts.

## 13. Applicable law

The provisions of the agreement shall be governed by Belgian law.