

1. Purpose of the agreement

These General Terms and Conditions apply to terminal equipment and any accessories and options thereto sold by Proximus public limited company of Belgian public law hereafter referred to as "Proximus" to consumers. In the event of any discrepancy between these General Terms and Conditions and any contractual provisions or specific terms and conditions relating to the particular type of terminal equipment concerned, the latter take precedence.

These General Terms and Conditions prevail over any general terms and conditions established by the consumer.

For the purposes of this Contract, Consumer means: any natural person who acts for purposes that are not related to his professional activity or commercial activity.

2. Conclusion of the Contract

2.1. The Contract is validly concluded on the day on which the receipt or invoice, in paper or electronic form, is provided to the Consumer by Proximus and provided that the Consumer accepts unreservedly the equipment supplied by Proximus.

2.2 If the Consumer orders the equipment from a Proximus outlet, he/she shall not be able to cancel the order once the terminal equipment has been delivered, in full or in part, by Proximus and accepted by the Consumer.

2.3. If the Consumer does not order the equipment through a Proximus outlet, he/she shall have seven 14 days from the date on which the equipment is delivered in which to cancel the order.

Should this be the case, the Consumer shall not be liable for the payment of any costs or compensation/penalties and the Contract/undertaking shall be deemed never to have existed between the parties. The Consumer does not need to indicate the grounds for the cancellation.

2.4. Proximus reserves the right to demand the payment, ipso jure and without prior notice being served, of an irrevocable fixed-sum termination penalty if the Consumer cancels, in full or in part, an order that is placed on Proximus premises or after the cancellation period specified in Article 2.3. This penalty will amount to twenty percent (20%) of the total amount of the order cancelled.

2.5 Proximus is entitled to demand a down payment when it accepts an order. This must not be more than 20% of the total amount of the order.

3. Delivery - acceptance - installation

3.1. Delivery is deemed to take place when the terminal equipment is collected by the Consumer or is received at the delivery address.

The carriage charges are payable by the Consumer, except where Proximus is required to go to that address for the purposes of establishing a new connection or where otherwise specified.

A request for postponement of delivery is only taken into consideration if submitted by the Consumer in writing at least eight (8) days before the scheduled delivery date. If delivery is postponed, the parties must agree on a new delivery date. This must not be more than six months after the date on which the order was placed.

If the equipment is delivered by Proximus, the Consumer, or a person designated by him/her, must check, immediately on receipt, that it corresponds to the equipment ordered or indicated in the warranty certificate. The Consumer is deemed to have given his/her acceptance - ipso jure, definitely, irrevocably and without reserve - if he/she does not lodge any objection with Proximus by registered letter within two months as of the day the Consumer has detected

the vice. The same deadline applies to objections relating to the installation and commissioning of the terminal equipment by Proximus and runs from the date on which the equipment is put into service.

3.2. The Consumer is responsible for installing the terminal equipment, unless he/she has concluded a contract with Proximus for technical assistance or has asked Proximus to undertake the installation.

3.3. If installation is to be undertaken by the Consumer, he/she may collect the terminal equipment from a Proximus outlet or it can be delivered by an appropriate means by Proximus at the customer's expense.

3.4. If the equipment is to be installed by Proximus, it must be delivered, tested and put into operation by Proximus, or by a person designated by the latter, for acceptance by the Consumer. Proximus delivers the terminal equipment to the address indicated by the Consumer on the set date or within the specified time limit. A delay in delivery of less than fifteen working days does not give rise to the payment of any compensation, penalty or voidance of the sale.

3.5. All installation costs are borne by the Consumer. The Consumer must ensure that the terminal equipment is installed in a location that allows it to be positioned rationally and provides the normal conditions for assembly, use, and maintenance. The cost of installing, in the locations determined by Proximus, any electrical and/or ground connections required for the terminal equipment to function is borne by the Consumer. Where this is the case, the provisions of the Belgian Electrotechnical Committee must be complied with.

3.6. The Consumer must allow those persons designated by Proximus ease of access, at a suitable time, to the premises where the terminal equipment is located, for the purposes of installation, technical assistance, alteration or removal of the equipment. The Consumer may designate a person to be responsible for providing Proximus with all the information that it needs to install the terminal equipment properly and who will also be present during installation.

Proximus is not liable for any damage to property that cannot be avoided in performing the work necessary for the installation, alteration or removal of the terminal equipment or provision of technical assistance therefor. Nor is Proximus liable for any alterations or repairs that need to be made to the premises following such activities.

3.7. All costs incurred by Proximus as a result of any failure by the Consumer to comply with the provisions of this article must be borne by the latter.

4. Terms and conditions of payment

4.1. Carriage charges, call-out charges and installation charges are not included in the purchase price. Any taxes or other charges arising between the time the order is placed and delivery of the terminal equipment must be borne by the Consumer.

4.2. Payment must be made in cash when the terminal equipment is collected from Proximus or when it is delivered to the Consumer. Any down payment made is deducted from the total balance.

In the case of deferred payment, payment must be made to the account number, by the means and by the due date specified on the bill. If no due date is indicated on the bill, payment must be made within thirty calendar days of the billing date.

4.3. If the Consumer fails to pay a bill by the due date, Proximus may, ipso jure and without notice being served, charge interest on arrears at the legal rate. Furthermore, to offset the increase in its overheads, Proximus is entitled, ipso jure, to levy a fixed penalty of fifteen percent (15%), with a minimum charge of 12.39 euros, on any sums not paid within fifteen working days of notice

being served by registered letter.

5. Transfer of property and risk

5.1. The terminal equipment remains the property of Proximus until the price is paid in full. Until then, the Consumer must not transfer, transform, deposit or pledge as security or lend the equipment to a third party in any way whatsoever. Nor shall the Consumer dispose of the equipment in any other manner. If the terminal equipment is seized or otherwise claimed by a third party, the Consumer must oppose this and notify Proximus immediately to enable the latter to safeguard its rights.

5.2. The risks transfer to the Consumer when the terminal equipment is collected or delivered. From then on, all risks of loss, theft or destruction, in full or in part, of the terminal equipment are borne by the Consumer.

6. Warranty

6.1. Without prejudice to legal rights of the Consumer, the terminal equipment sold by Proximus is covered by a warranty against any material flaws and manufacturing defects.

6.2. The warranty is valid for two years, unless otherwise specified on the order form. The warranty runs from the date on which the terminal equipment is collected or delivered.

6.3. The warranty only applies where the Consumer uses the terminal equipment with all due diligence and under normal conditions. The warranty is honored only on presentation by the Consumer of the invoice, receipt or ad hoc certificate provided by Proximus.

6.4. Proximus makes every endeavor to ensure that the terminal equipment is returned to proper working order as soon as possible. Proximus has sole discretion as to the repairs and/or replacements to be made. Nonetheless the consumer has the right to demand from Proximus, free of charge, the repair or replacement of the terminal equipment, unless this is impossible or disproportionate.

6.5. Under the warranty, the Consumer must contact the competent technical service or return the defective terminal equipment, in its original packaging or other packaging that offers similar protection, to a Proximus outlet. Whether the terminal equipment is repaired on site, replaced or brought to the repair shop will depend on the type of fault concerned.

6.6. The warranty on the repaired or replaced equipment lapses on the date on which the original warranty on the equipment purchased expires, increased with the eventual periods of repair and/or replacement, but is never less than three (3) months.

6.7. The warranty does not cover:

- a) - damage of any kind that does not predate the sale;
- b) - any damage, faults or defects attributable to the Consumer or to causes unrelated to the terminal equipment: accidental damage, improper use or poor maintenance, failure to comply with the instructions in the user guide, lightning, humidity, power surges or any other case of *force majeure*;
- c) the repair or replacement of movable parts (cords, wires, plugs, aerials, etc.), consumables (cells, batteries, paper, ink, etc.) and the supply of cleaning products;
- d) Call-out charges, except where the Consumer has concluded a contract for technical assistance.

6.8. The warranty does not apply:

- to any changes or repairs to the terminal equipment that are undertaken by the Consumer himself/herself or through the services of persons not designated by Proximus;
- if the Consumer removes or tampers with the manufacturer's serial numbers and/or brand names on the terminal equipment.

7. Liability

Proximus is not liable for any indirect or non-material loss sustained by the Consumer as a result of the terminal equipment failing to function or malfunctioning, such as any loss of production, loss of earnings or loss of contracts.

Proximus declines all liability for any direct or indirect damage caused by any software delivered with and/or installed in the terminal equipment.

8. Technical assistance

8.1. For certain types of terminal equipment designated by Proximus, the Consumer may conclude a contract for technical assistance with Proximus when he/she purchases the equipment.

8.2. If the terminal equipment has not been installed by Proximus or if the warranty period has lapsed, acceptance of the application for technical equipment is subject to the outcome of a prior technical survey, the costs of which are borne by the Consumer.

9. Termination

9.1. If delivery is delayed beyond the scheduled date by more than fifteen working days due to a fault attributable to Proximus, the Consumer may, by registered letter, either void the contract or demand compensation amounting to one and a half percent of the sales price for the terminal equipment not delivered for every full week that it is delayed. Under no circumstances may the total compensation exceed twenty percent (20%) of the sales price.

9.2. If the Consumer does not pay a bill by the due date, Proximus will send a demand by registered letter. If the Consumer fails to pay within fifteen working days of the demand being sent, Proximus may void the contract, ipso jure, by registered letter. Where this is the case, the Consumer must return the terminal equipment supplied, at his/her own expense. Where the contract is avoided, Proximus is entitled to damages and interest amounting to a maximum of twenty percent (20%) of the sums due.

10. Documents and software

Proximus grants the Consumer a non-exclusive user right to the diagrams and any other technical and commercial documents that relate to the terminal equipment sold. These documents must not be given to a third party without Proximus's consent in writing.

Where standard version software (or firmware) for the terminal equipment is provided, the Consumer is granted a basic, non-exclusive and non-transferable user right thereto and to any other software supplied separately. The Consumer hereby explicitly acknowledges that all such software contains technical and confidential data that are the property of Proximus or its supplier. The Consumer must not duplicate, copy, or delete the software and must ensure the confidentiality attaching thereto. Any software supplied may also be subject to the general terms and conditions of delivery or those set out in a licensing contract.

11. Complaints to Proximus

In the event of difficulties relating to the implementation of this Contract, the Consumer should contact the Proximus Local Service. The address and telephone number are given in the telephone directory information pages.

12. Complaints to the Ombudsman's Service

The Consumer may contact the Telecommunications Ombudsman's Service, an arbitration service completely independent of Proximus that handles customer complaints relating to Proximus's activities.

The address and telephone number of the Ombudsman's Service are

listed in the telephone directory information pages. Proximus shall also communicate these details to customers on request.

Complaints are only admissible if they are filed in writing. The Consumer may nevertheless contact the Ombudsman orally if he/she wishes to be fully informed of his/her rights.

A complaint is only admissible if the Consumer can show that he/she first took the necessary steps via Proximus.

The Telecommunications Ombudsman's Service is under no obligation to handle claims relating to incidents that took place more than one year before a complaint is submitted.

The Ombudsman's Service will cease to investigate a complaint if it is brought to court.

13. Legal recourse

Quite apart from arbitration, in which the Telecommunications Ombudsman's Service issues a decision that is binding on both parties, it is always possible to institute legal proceedings.

The ordinary Belgian courts have sole jurisdiction for all disputes relating to the interpretation or performance of this contract.

14. Applicable law

The provisions of this contract are governed by Belgian Law.