



BROTSoLL – Annex 3

# Prepayment Terms and Conditions

~~Version rebranded to Proximus effective as of 22/06/2015~~

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**BROTSoLL\_Prepayment Terms and Conditions\_Annex 03 – Version: 05/06/2009**

**Proximus PLC under Belgian Public Law**, Bd. du Roi Albert II 27, B-1030 Brussels, Belgium, VAT BE 0202.239.951,  
Brussels Register of Legal Entities, Giro BE50 0001 7100 3118 BPOTBEB1

## Prepayment Terms and Conditions

1. ~~1.~~ Proximus will send on a monthly basis a pre-invoice at least on the 2<sup>nd</sup> working day after the starting of the month preceding the considered billing month. For Beneficiaries that are in service, the first pre-invoice shall be based on the average of the invoices for Services issued by Proximus during the last three months. For Beneficiaries not yet in service and concluding a new Contract, the first pre-invoice shall be based on the valuation of the average of the invoices for Services to be issued by Proximus within the first three months of services.
2. ~~2.~~ The amount of the pre-invoice shall be adapted on a quarterly basis, i.e. increased or lowered as the case may be, based on the amounts due by the Beneficiary for the Services provided under the Contract during the previous quarter.
3. ~~3.~~ The Beneficiary agrees to pay the amount of the pre-invoice at the latest the 10<sup>th</sup> calendar day from the date of the pre-invoice.
4. ~~4.~~ The amount of the pre-invoice shall be paid on a specific account number to be communicated. The interests generated by the amount of the pre-invoice paid on this account during the period starting from the date the pre-invoice is paid until the date the final invoice is paid shall be accrued to the Beneficiary.
5. ~~5.~~ Within 15 calendar days after ~~sending~~ the ~~final invoice~~ end of the considered month, Proximus will send a credit note regarding the pre-invoice: together with the final invoices due for the considered month.
6. ~~6.~~ If for the same month the amount of the pre-invoice is higher than the amount of the final invoices, Proximus shall reimburse the balance.
7. ~~7.~~ If for the same month the amount of the pre-invoice is lower than the amount of the final invoices, the Beneficiary will pay the surplus.
8. ~~8.~~ Within 15 calendar days following the final invoice, the Beneficiary will make the payment by wire transfer. If the payment is not received by Proximus on or before this due date, Proximus ~~is~~ will be entitled to ~~the~~ an interest calculated on the basis of the legal interest rate + 2 percent points on the unpaid balance for late payment ~~and~~ interest, administrative and recovery costs ~~as defined~~ For disputed amounts, this interest is only due if the dispute has been resolved in the Contract favour of Proximus.
9. ~~9.~~ If the Beneficiary disagrees with an invoice received from Proximus, it must notify in writing Proximus thereof before the due date of such invoice in accordance with the relevant provisions of the Contract.
10. ~~10.~~ Without prejudice to other legal or contractual remedies and notwithstanding anything to the contrary in the ~~Agreement~~ Contract, in the event the Beneficiary fails to pay on due time any undisputed amount due under the present Prepayment ~~t~~ Terms and ~~e~~ Conditions, Proximus shall be entitled to:
  - ~~—~~ Suspension of any SLA obligations that are not foreseen in the ~~Basic~~ standard SLA;
  - ~~—~~ Refusal in writing of any new Services, including Migration Services: if any;

- ~~—~~ Suspension of the existing Services in accordance with article ~~65~~67 of the Annex 1 – General Terms and Conditions.