

Teamtel BVBA

Company number: BE 0679 532 411
Registered office: Ikaroslaan 25, 1930 Zaventem, Belgium

Article 1 – General

These terms and conditions shall be part of all our offers and agreements, unless explicitly agreed otherwise in writing. Any deviating and additional terms and conditions of the customer or any general terms and conditions declared applicable by the customer are expressly rejected by Teamtel.

Article 2 - Offer and agreement

All offers, including price lists, are without obligation and based on delivery/completion under normal circumstances, during normal daily working hours. Data mentioned in catalogues, images, drawings, measures, weights, speed and other (technical) information are not binding. An agreement is only concluded by the written acceptance by e-mail, fax or signed quotation of the offer on the one hand, or by our execution on the other hand. An invoice sent by Teamtel is equivalent to a written acceptance. An agreement only binds Teamtel if it has been confirmed in writing by the management or an authorized representative.

Article 3 - Prices

All prices are in euros and - unless otherwise agreed - apply to the delivery of telephony (VoIP), hardware and software and are exclusive of turnover tax (VAT), transport costs and packaging. If, after the conclusion of the agreement, changes occur in cost price-determining factors, such as, but not limited to, calculated prices, import duties or other levies, essential auxiliary materials, raw materials or parts of the product and services to be delivered and/or changes in the exchange rate and VAT of the Belgian versus the foreign currency, we are entitled to pass these on in the price. We are entitled to adjust the prices agreed with specific customers in the offer in deviation from the standard rates as published on the website. The customer will be informed about this at least 2 weeks before this adjustment takes effect.

Article 4 - Payment

The telephone exchange, IT services, related equipment and licenses provided by Teamtel are the invoiced in advanced for a period of 3 month. Payments to Teamtel shall be made within 14 calendar days of the invoice date. We shall be entitled to demand advance payment, cash payment or security for payment at any time. Payment shall be deemed to have been made when the full amount due has been credited to the bank account to be indicated by Teamtel and shall take place without any deduction or set-off. If payment is not made within the specified payment period of 14 calendar days, Teamtel will send a reminder to the defaulting customer or to the third party designated by him. This reminder shall state the new payment term. Reminders shall incur fixed administrative costs of 9 EUROS. The expiry of the payment term as stated in the reminder shall automatically place the customer in default. From the due date of the invoice, interest on arrears shall be due on the undisputed amount of the invoice. This interest amounts to 20% on an annual basis. The longer the invoice remains unpaid, the higher the cost (20% on an annual basis). Upon expiry of the payment term specified in the reminder, all invoices, whether due or not, shall become immediately payable without notice of default. In case of partial payment, this amount will be charged in priority to the overdue interests without any possibility to deviate from this by agreement. If Teamtel subcontracts the collection of its debts to a third party, the customer will be charged an amount. If no payment is made after the reminder, the service will be suspended. The date of suspension shall be indicated in the reminder. After payment of the unpaid invoice(s) and a fixed reinstatement fee of 50 EUROS, the suspension will be reversed.

Article 5 - Delivery and technical execution

Indicated delivery times are always approximate. Delivery shall be ex works/warehouse and/or VoIP suppliers. We are entitled to deliver in parts (partial deliveries), which we may invoice separately. Any delivery date given by Teamtel is indicative only, unless it is expressly stated in writing that it is a deadline. Even in the case of an agreed deadline, we shall only be in default after the other party has given Teamtel notice of default. In no case shall the delivery period commence before we have received all documents and information required for the order such as, but not limited to, construction drawings, measurements, etc., such to be assessed regarding both direct and indirect damage. The other party may take out insurance to cover this. Teamtel shall determine the method of transport. Teamtel's obligation to deliver shall be discharged by presenting the goods to the other party. The carrier's report of refusal to accept the goods shall serve as full proof of the offer to deliver. In this case return freight, storage costs and the risk of damage or loss of the refused goods shall be borne solely by the other party. Teamtel is entitled to shut down or partially shut down its and/or third parties' systems for a limited period of time for the purpose of (replacement) maintenance. Teamtel is entitled to engage third parties in the performance of its services and obligations.

Article 6 - Duration of agreement

An agreement for paid services shall, unless otherwise stated, be entered into for a fixed period (36 months) and, unless terminated, shall be automatically renewed each time for the period for which it was initially agreed upon. A fixed term contract, whether extended or not, can only be terminated by the other party and Teamtel by the end of the fixed term whether extended or not, subject to a notice period of two months. The other party can only terminate by registered letter.

Article 7 – Service Level Agreement

Unless otherwise agreed upon in a separate agreement, the guarantees mentioned in this article apply to the service level offered. The guaranteed availability of the cloud service, measured as the percentage of the total time in a full month during which there is no outage, measured up to the first router outside the Teamtel network, is 99.9%. Teamtel takes care of the maintenance of its own systems. This means that replacement of defective hardware is carried out as quickly as possible. After replacement of defective hardware, the last used configuration will be restored. Teamtel will keep spare equipment available which will be used to replace defective equipment. Necessary work which may result in the unavailability of services will preferably be carried out during the maintenance window from Saturday 10 p.m. to 11 a.m. Sunday. Planned work that may affect availability will be announced on the status page of the website, 24 hours before commencement. Interventions that cannot be delayed will be reported to the customer by email and will be indicated on the status page. As soon as sufficient information is available, a description of the incident will be emailed to the customer. The guarantees as described may give rise to compensation by Teamtel. For each 1% under the guaranteed availability Teamtel will reimburse 10% of the monthly fixed costs with a maximum of 60%. No compensation shall be payable if an account is blocked for administrative reasons or due to other abuse as described in these Terms and Conditions. The customer is obliged to thoroughly inspect and check the goods for proper functioning immediately after delivery and to notify Teamtel in writing of any defects in the delivered goods and services without delay, but in any case, within 8 days after delivery. Failing this, the other party shall be deemed to agree with the condition in which the purchased goods and services have been delivered and all rights to take back the goods shall expire. The other party may not invoke a defect in the product or service that could not have been detected during an initial thorough inspection as referred to above if it has not protested to Teamtel by registered letter within 8 days after it reasonably should have discovered the defect. In the event of a complaint about delivered goods that Teamtel has considered to be thorough, we have the right to repair the goods in question or replace them with similar goods. Teamtel shall not be obliged to compensate any damage. The submission of a complaint shall not suspend the payment obligation with respect to the goods in dispute. Return shipments are not allowed without our prior written consent.

Article 8 - Cancellation

In case of unilateral cancellation of the contract by the customer, the customer shall owe compensation of 100% of what the customer would have had to pay in the execution of the contract, unless we can prove that our loss is greater. The customer is responsible for the presence and correct functioning of his (IT) infrastructure on the day of installation as agreed upon with Teamtel. The incorrect functioning of his (IT) infrastructure is the customer's responsibility and does not relieve him from his duty agreed upon with Teamtel.

Article 9 – Warranty

The soundness of the goods, services and/or installation work delivered by Teamtel are guaranteed by Teamtel for the duration of 12 months, except for software. No warranty is given on software. If the manufacturer's guarantee for the delivered goods is shorter than the aforementioned period, the guarantee period specified by the manufacturer shall apply. The warranty period starts on the day of delivery. Teamtel shall only be liable for defects of which it has been informed within the warranty period and of which the customer proves that they have occurred within the warranty period as a direct consequence of faulty manufacturing and/or lack of use of faulty materials. Teamtel's obligations under this warranty shall not exceed the replacement or repair of the defective product free of charge, at Teamtel's sole discretion. The costs (such as transport, travel, and accommodation costs) involved in repairing/replacing the product on site shall always be borne by the customer, except for the labor costs involved in the repair/replacement that are covered by the guarantee. The customer shall always require Teamtel's express written consent for repair/replacement and/or maintenance by third parties on penalty of lapse of warranty. Teamtel shall never be liable for defects that result from normal wear and tear, improper handling, illegal software or improper maintenance or repair/replacement and/or servicing etc. by third parties. Regarding the telecommunication services provided by Teamtel, the above shall not apply in this article but Article 7 shall apply.

Article 10 – Liability

Without prejudice to the warranty provisions and the other provisions of the General Terms and Conditions, Teamtel shall not be liable for any damage, deliveries or work performed by third parties, for any reason whatsoever, including all direct and

indirect damage, such as consequential damage or trading loss, except for liability for damage caused by willful misconduct or gross negligence of Teamtel employees and/or auxiliary persons. If and to the extent that Teamtel incurs any liability, for whatever reason, such liability shall always be limited to the amount of the invoice. The liability shall always be limited to the amount for which Teamtel is insured. The customer must report any damage claims to Teamtel in writing within 3 weeks of the occurrence of the damage, or as soon as the customer could have recognized the damage, at the risk of forfeiting any liability towards Teamtel to pay compensation. The other party shall indemnify Teamtel against all claims of third parties for damage caused by or in connection with the goods and software delivered by Teamtel.

Article 11 - Right of use

The other party only acquires user rights to software, hardware, documentation, offers, designs, reports, or other material developed, prepared or made available by Teamtel to the other party in the context of its services, if and insofar as explicitly stipulated in these terms and conditions or otherwise explicitly granted in writing. Unless otherwise stipulated in writing, the other party may only use software, website designs or other material subject to intellectual property rights delivered or made available by Teamtel for its own benefit or for its own organization. This use is an object code use and is subject to the provisions of the agreement and these terms and conditions and to the licensing conditions of the suppliers of software not produced by Teamtel. The customer is not allowed to change the equipment delivered or at its disposal, nor to use it for a purpose other than that for which it was delivered. The customer shall ensure the adequate protection of its data and software by, among other things, making adequate back-ups. Teamtel shall in no way be liable for any loss of data or damage to software during (the execution of) the order, irrespective of the cause. Teamtel will block access to the other party's website and/or information provided or hosted by Teamtel or remove the website and/or information as soon as this is ordered by a court or administrative authority. Teamtel shall not thereby incur any liability towards the other party.

Article 12 - Retention of title

The ownership of all items sold and delivered by Teamtel to the other party shall remain with Teamtel as long as the other party has not paid the claim under this or a similar agreement, as long as the other party has not paid the work performed or to be performed under this or a similar agreement and as long as the other party has not paid the claim for failure to perform such obligations, including claims for penalties, interest and costs. All intellectual property rights and copyrights on software, hardware, documentation, offers, (website) designs, reports or otherwise, developed, prepared, or made available by Teamtel to the other party in the context of its services, lie solely with Teamtel or its licensors.

Article 13 - Dissolution

Teamtel may dissolve this agreement without any notice of bankruptcy or judicial intervention being required if the other party is declared bankrupt; the other party applies for or is granted a moratorium; the other party loses the power to dispose of its capital or a substantial part thereof due to an attachment or otherwise; Teamtel has justified reasons to doubt the ability of the other party to fulfil its obligations (in a timely manner); monthly invoices for subscriptions are not paid. Upon termination, Teamtel's (future) claims shall become immediately due and payable, and the rights of use granted shall expire.

Article 14 - Force Majeure

Force majeure means circumstances beyond Teamtel's control that impede or render impossible the delivery of goods, products and services, such as, but not limited to, war, threat of war, riots, sabotage, operational failure, disruption in the supply of energy or materials by third parties, transport delays, strikes and failure to deliver on time by our suppliers and third parties. If, because of force majeure, Teamtel is unable to perform its obligations under the contract or fails to do so in time, Teamtel will be entitled to perform the contract within a reasonable period or - if performance within a reasonable period is not possible - to declare the contract dissolved in whole or in part. In this case, the other party is not entitled to rescind the contract and/or claim damages.

Article 15 - Provisions

If one or more provisions of this agreement are or become non-binding, the other provisions shall remain in full force and effect. The parties undertake to replace a non-binding provision with a provision that is binding and that deviates as little as possible from the non-binding provision.

Article 16- Suspension of service

Teamtel is authorised to suspend the fulfilment of its obligations (in whole or in part) if

- the other party does not, not completely or not timely fulfil its obligations under the agreement;

- circumstances that come to the knowledge of Teamtel after the agreement has been concluded give Teamtel good reason to fear that the other party will not fulfil its obligations;
- upon entering into the agreement, the other party was requested to provide security for the fulfilment of its obligations under the agreement and this security is not provided or is insufficient.

This suspension lasts until the other party has fulfilled its obligations or has provided sufficient security, in Teamtel's view. The other party shall be charged for any costs incurred in connection with the suspension. The suspension of services shall always be in proportion to the extent to which the other party fails to fulfil its obligations and shall be announced well in advance, so that the other party has sufficient time to fulfil its obligations after all.

If, because of the delay on the part of the other party, Teamtel can no longer be required to fulfil the agreement under the conditions originally agreed, Teamtel shall be entitled to dissolve the agreement. If the dissolution is attributable to the customer, Teamtel shall be entitled to claim compensation for the damage, including the costs, incurred directly and indirectly as a result.

Article 17- Conditions on telephone numbers

The customer warrants and undertakes that when using the services, he will comply with all relevant legal provisions and regulations and not use the services for illegal or immoral purposes. If Teamtel issues geographical numbers to the customer, Teamtel declares that the conditions currently imposed by BIPT on these numbers apply one-to-one to the services it provides to the customer. The customer shall indemnify Teamtel and its affiliated companies for and against any loss, damage, costs, or expenses caused by or arising from any violation of the warranties set out in this article and/or against claims and liabilities of third parties, including BIPT, arising from or related to the use of the service and which relate to an act or omission by the customer that constitutes, or would constitute, a violation of this article. BIPT can directly address the customer, as number user and/or number holder, about the use of the numbers by the customer or by its customers. It is possible that BIPT or other official regulatory bodies will change the conditions for the use of geographical numbers in the future. In all cases, the new conditions will then apply.

Article 18- Disputes

All Teamtel offers and agreements shall be governed by Belgian law. In case of disputes, the courts of Brussels shall have jurisdiction; Belgian law shall always apply.