1.19

1.12

1.8

Contracting Party:

1.4 General Terms and Conditions: these general terms and conditions, the provision in the Agreement relating to the General Terms and Conditions, the provision in the Agreement will have preference.

1.3 Subscription: Supplementary Service:

In these General Terms and Conditions, the terms with a supranational, national, provincial, municipal or any other body or court with government authority (including OPA (Independent Post and Telecommunication Authority) or other competent authorities).

1.26 Service:

Network:

Party and/or an Affiliated Enterprise or on the basis of a relationship (including offers and Agreements) under which the Contracting Party guarantees that he/she has provided a valid and personal identity card and that he/she is authorised to represent the Contracting Party in concluding this Agreement.

1.25 Agreement:

2.4 Every communication relating to Services, Goods and/or Subscriptions between the Supplier and the Contracting Party may take place electronically, unless stipulated otherwise in the Agreement. The electronic version of the relevant communication, as well as agreements in writing, stored by the Supplier will serve as evidence of such communication, except for evidence by the Contracting Party to the Contracting Party. Electronic communication will be considered to have been received at the time of dispatch, unless the contrary is proven by the recipient. If the contract has not been signed, but has received as a consequence of delivery and/or accessibility problems with respect to the Contracting Party's electronic mailbox, such a sign will not have any legal effect.

2.3 These General Terms and Conditions are an integral part of the Agreement. In the event of contradiction between a provi- sion in the Agreement and these General Terms and Conditions, the provision in the Agreement will have preference.

2.2 The General Terms and Conditions will apply to all legal relationships (including offers and Agreements) under which the system delivers Services, Goods and/or Subscriptions to the Contracting Party.

2.1 The applicability of general terms and conditions used by the Supplier in connection with the Services, Goods and/or Subscriptions is thereby expressly rejected.

2.0 SIM Card: the chip which, in combination with a Connection and Peripheral Equipment, enables the use of the Network.

1.18 Software: software made available by the Supplier to the Contracting Party in connection with the Services.

1.17 Rates List: an overview of rates and other costs with respect to the Items and/or Services.

1.16 Fixed Telecommunication Service: a public electronic communica- tion service with which the Network can be used (including making Connections or concluding Subscriptions).

1.15 Personal Data: all data relating to an identifiable or identifiable natural person;

1.14 Peripheral Equipment: the telephone exchange connected to the Network or the mobile radio transmission and/or receiving device (also referred to as ‘handset’, ‘mobile device’ or ‘mobile telephone’) which establishes the connection to the Network, whether or not in combination with a SIM Card or another technical means.

1.13 SIM Card: the smart card, equipment present in a mobile telephone, whether or not in combination with a SIM Card or other technical means, such as a battery, memory card etc.

1.12 Contracting Party: the party that will receive or has received an offer or an offer that will conclude or has concluded an Agreement with the Supplier.

1.11 Service: every offered or made available Telecommunica- tion Service or other service.

1.10 Affiliated Enterprise: the enterprise in which the Contracting Party directly owns at least fifty percent of the shares or for which the Contracting Party has assumed liability, jointly and severally or otherwise.

1.09 Supplier: the legal entity or company referred to in the Agreement that has accepted the offer.

1.08 Location data: all personal Data other than Traffic Data pertaining to the location within the Network or any other physical network connection, opening and closing times, physical network connections, SIM cards, Software, hardware, and/or the location (including a time at which the Supplier sends a request or the moment that such request is issued).

1.07 Personal Data: all data relating to an identifiable or identifiable natural person;

1.06 Network: all technical components with which the Supplier facilitates fixed and mobile telecommunications or instructs others to do so.

1.05 Number: numbers, letters or other symbols, whether or not used in combination, intended for access to or identification of Connections, Contracting Parties and End-Users, Services, Peripheral Equipment or other network elements.

1.04 Data: all personal Data other than Traffic Data pertaining to the location within the Network or any other physical network connection, opening and closing times, physical network connections, SIM cards, Software, hardware, and/or the location (including a time at which the Supplier sends a request or the moment that such request is issued).

1.03 Telecommunication Service: a public electronic communi- cation service with which the Network can be used (including making Connections or concluding Subscriptions).

1.02 Traffic Data: all Personal Data stemming from the use of a Connection such as the location, time and duration of a call, and sending or receiving data.

1.01 Goods: the mobile telephone, vehicle kits, physical network connections, SIM cards, Software, hardware, quotations, calculations, analyses, designs, drawings, images, reports, diagrams, contracts, models, preparatory material, accessories or other material supplied or made available by the Supplier.

1.00 General

1.1 The applicability of general terms and conditions used by the Supplier in connection with the Services, Goods and/or Subscriptions is thereby expressly rejected.

2. General

2.1 The General Terms and Conditions will apply to all legal relationships (including offers and Agreements) under which the system delivers Services, Goods and/or Subscriptions to the Contracting Party.

2.3 These General Terms and Conditions are an integral part of the Agreement. In the event of contradiction between a provi- sion in the Agreement and these General Terms and Conditions, the provision in the Agreement will have preference.

2.4 Every communication relating to Services, Goods and/or Subscriptions between the Supplier and the Contracting Party may take place electronically, unless stipulated otherwise in the Agreement. The electronic version of the relevant communication, as well as agreements in writing, stored by the Supplier will serve as evidence of such communication, except for evidence by the Contracting Party to the Contracting Party. Electronic communication will be considered to have been received at the time of dispatch, unless the contrary is proven by the recipient. If the contract has not been signed, but has received as a consequence of delivery and/or accessibility problems with respect to the Contracting Party's electronic mailbox, such a sign will not have any legal effect.

3. Conclusion of an Agreement

3.1 An Agreement between the parties will be concluded only at the time when the Supplier accepts in writing the offer of the Contracting Party or at the time that the Supplier commences the implementation of the Agreement.

3.2 The Supplier may reject a request at all times and may do so if, for instance:

3.3 the personal acting for the Contracting Party is not author- ized to represent that party;

3.4 the request is not likely to lead to a conclusion of an Agreement;

3.5 the Supplier has reason to doubt or has informa- tion relating to the creditworthiness or poor payment record of the Supplier's own customers or to the Supplier's customers or the Supplier's suppliers or to third parties.

4. Duration and termination

4.1 Agreements and Subscriptions will be entered into for the minimum period of three months. The duration of a Subscription or in these General Terms and Conditions or if no minimum period is stipulated, for the duration of one year. Following the expiry of this minimum period, the Agreement and the Subscriptions will be extended for an indefinite period of time, unless stipulated otherwise in the Agreement.

4.2 Agreements and Subscriptions for a definite period of time and Agreements and Subscriptions that are extended or renewed one or more times for a definite period of time may be terminated by either party only with a notice period of three months with effect from the end of the current period. Agreements and Subscriptions for an indefinite period of time may be terminated by either party only with observance of a notice period of at least three months.

4.3 Without prejudice to the provisions of Articles 4.1 and 4.2, an Agreement will not end until the minimum duration for all individual Subscriptions has expired.

4.4 The Agreement may be terminated by the Contracting Party only by means of a registered letter to the Supplier.

5. Performance of the Agreement

5.1 The Supplier will determine the way in which and by whom (including by third parties) the performance of the Agreement is performed and will inform the Contracting Party of such as far as possible, if requested. The Supplier will not be obliged to follow the instructions of the Contracting Party if it has been agreed that the deliveries will be made in phases, the Supplier will be entitled to postpone deliveries belong- ing to a subsequent phase until the Contracting Party has approved deliveries from preceding phases in writing. The Supplier will be entitled to invoice every completed phase individually.

5.2 Any periods referred to in the Agreement (including delivery and performance times) are approximations and must never be considered deadlines. Exceeding a period will not result in the Supplier being in default. Any periods referred to in the Agreement (including delivery and performance times) are based, inter alia, on the timing of the order and/or the availability of the required materials and/or the availability of the necessary equipment. In case of delay, the Supplier will determine the way in which and by whom (including by third parties) the performance of the Agreement is performed and will inform the Contracting Party of such as far as possible, if requested. The Supplier will not be obliged to follow the instructions of the Contracting Party if it has been agreed that the deliveries will be made in phases, the Supplier will be entitled to postpone deliveries belong- ing to a subsequent phase until the Contracting Party has approved deliveries from preceding phases in writing. The Supplier will be entitled to invoice every completed phase individually.

5.3 The Supplier will be responsible for installing, adjusting, updating, maintaining, insuring and repairing the Services and for regulating the adjustments. If the Supplier is to perform installation work, this will be limited to the direct connection and any work that is necessary once the parties at the agreed location (which will not include structural adjustments, such as foundation work, creating openings and laying openings, repair work, brickwork, cable ducts, internal cabling, etc.).

5.4 If the Supplier requests the Supplier to change the performance of the Goods or Services, the Supplier is entitled to do so in writing and in good time, failing which the risk for the changed performance will become bearable by the Contracting Party. The Supplier will not be entitled to discharge the performance of the Agreement. If the Supplier accepts such a request, the consequences of periods being extended will be borne by the Contracting Party.

5.5 If the Supplier incurs higher costs during the performance of the Agreement than was agreed in that Agreement, the Contracting Party will be entitled to charge reasonable additional costs. If these costs are in addition to the original costs, these additional costs will be charged in addition to the original costs, in which case these additional costs will be charged in addition to the original costs, in which case these additional costs will be charged in addition to the original costs.

6. Delivery of Goods

6.1 Goods will be delivered by the Supplier in the Netherlands to the delivery address provided by the Contracting Party in which case the risk for the Good transfers to the Contracting Party at the time of arrival at the address in question or, if it has been agreed that the Contracting Party will sign a consignment note, at the time that the consignment note is signed. Delivery of Goods by the Supplier outside the Nether- lands will be made ex works (INCOTERMS 2000).

6.2 If a delivery cannot be made at the agreed time due to cir- cumstances on the part of the Contracting Party, the Supplier will be entitled to store the Goods and to charge the Contracting Party the storage costs and the extra transport costs.

7. Inspection, acceptence, repair/exchange of Goods and/or Services

7.1 Within seven Working Days of the receipt of the Good and/or Services, the Contracting Party will inspect such and it be- lieves that the Good and/or Service is defective, it will notify the Supplier of such and state that it cannot accept the Good and/or Service.

7.2 Goods and Services will be considered as accepted if the Contracting Party:

7.3 the Supplier has signed the Delivery Protocol or has indicated in some other way that the Goods and/or Services are finished or in working order.

7.4 the Supplier has failed to state in detail and in writing within seven Working Days of the receipt of the Delivery Protocol or another delivery document (if, no Delivery Protocol or another delivery document was made available, the Supplier of the Good and/or Service) that it is not accepting the Goods and/or Services;

7.5 the Supplier has stated in the Delivery Protocol that the Good and/or Services are defective or unsuitable for the Contracting Party.

7.6 The Contracting Party may not accept Goods and/or Services because they have small defects (including defects
8. Obligations of the Contracting Party

8.1 The Contracting Party guarantees at its own expense and risk that:

a. it will report relevant data including address information, change of name, the information on End-Users and technical data (including the encryption key for the SIM card used) no later than fourteen days prior to the performance of the Agreement or, in the case of any changes to such, fifteen days prior to the change, to the Supplier;

b. it will provide the Supplier with the opportunity to deliver the Goods and Services on Working Days, at easily-accessible locations, and under conditions that meet statutory safety requirements and other regulations imposed by an Authority;

c. at the request of the Supplier, it will provide all reasonable assistance in order to deliver the Goods and/or Services and/orGoods and Services and to collect the payment or to deliver the Goods and/orServices and/orGoods and Services.

8.2 The Contracting Party guarantees that it will refrain from:

a. using Goods and/orServices for other than normal use, as intended by the Supplier and third parties, including obstructions or disturbing the performance of the Agreement, damaging the Goods and/orServices and/orGoods and Services, removing them from the Supplier and their corresponding applicable legislation (including disabling legislation relating to privacy or import and export or committing criminal offenses), not respecting all property rights of the Supplier and third parties, missusing allocated access codes or issuing such to third parties, teasing, spamming or causing a nuisance in the use of network lock or any other security, hacking, establishing or having others establish connections on a large scale to sales numbers (90x9 numbers) and any other means as stated in the Agreement.

9. Access codes and SIM cards

9.1 Access codes and SIM cards will remain the property of the Supplier at all times and the Supplier will be entitled to change access codes and SIM card settings (remotely). The risk with regard to the use of access codes and SIM cards lies solely with the Supplier and the access codes and SIM cards are purely personal and cannot be transferred.

9.2 The Contracting Party guarantees that it will:

a. carefully store the SIM card against loss, misuse, unauthorised use, theft and damage;

b. request the Supplier to block the access codes and SIM cards immediately and no longer be used due to loss, theft or damage, or if the Contracting Party has a suspicion of misuse or unauthorised use of the SIM card;

c. return the access code and the SIM card to the Supplier following the termination of the Agreement or the Subcontractor’s (also if an Authority adopts a measure or adjusts the cost from in the Agreement).

8.3 The Supplier will be entitled to instruct the Contracting Party to take measures to prevent, restrict or end the above and the consequences thereof, including the removal of information and returning to the original condition. The Supplier will also be entitled to do so if it has a reasonable suspicion that the action in question will cause the Supplier or the Contracting Party will be in default without any notice of such being required.

10. Blocking and deactivating Connections and Services

10.1 The Supplier may block, deactivate a private or public, more connections or Services (wholly or in part and for a temporary or permanent period) in accordance with the provisions of Article 15.2b. of the Agreement on behalf of the Contracting Party on the basis of Article 9.2b and the Supplier has no reason to refuse the request. During the period of blocking or deactivation, the Contracting Party will remain obliged to pay all fixed periodical and additional fees.

10.2 If the Supplier blocks or deactivates Connections or Services, it will:

a. inform the Contracting Party in advance of a blocking or deactivation provided that this is reasonably possible;

b. remove the blocking and reactivate the activation request at the written request of the Contracting Party after the Contracting Party has fulfilled the obligations required by the Supplier and charge costs for removing the blocking.

11. Rates

11.1 The rates for the Goods and/or Services will be payable to the Supplier in accordance with the Rates List applicable at that time, irrespective of whether the Goods and/or Services have been or will be supplied pursuant to this Agreement. The Rates List may be requested from the Supplier.

11.2 All rates are in euros and exclusive of VAT, other charges, taxes and fees.

11.3 The Supplier will be entitled to cancel discounts with immediate effect if the actual use of the Goods and/orServices is not in accordance with the conditions that correspond to the contractual or actually contracted use on which the applicable rates are based or if that use deviates substantially from the use that may have been normal in the normal or contractual use of the Supplier and other discounts will not apply to the Contracting Party, unless the parties have reached an explicit and written agreement in that respect.

11.4 The data held by the Supplier will be decisive in determining the payable amounts, unless the Contracting Party proves that such data is incorrect.

The Supplier reserves the right to make corrections regarding the rates for Goods and Services every calendar year based on the CBS Consumer Price Index of the preceding calendar year. The right to terms and conditions in paragraph 6 of this article is not applicable on an increase of rates resulting from price index corrections.

11.5 The Supplier will bill the Contracting Party for rates unilaterally (also if an Authority adopts a measure or adjusts the cost price) with due observance of a period that it has imposed at least four weeks prior to such a change taking effect, the Supplier will inform the Contracting Party and, if applicable pursuant to statutory provisions, point out to the Contracting Party its right to bring the issue before the relevant court (if applicable part thereof) in writing effective from the date on which the change takes effect. The notice of termination must have been received by the Supplier before the change takes effect.

12. Payment

12.1 All rates will be owed from the time that the Supplier incurs costs for the benefit of the Contracting Party in the context of the performance of the Agreement. Such may be deviated from in the Agreement.

12.2 The Supplier will be entitled to put invoices electronically (by e-mail/online) at the Contracting Party’s disposal. If the Contracting Party is in default of paying the invoice, the Supplier is entitled to charge for costs for meeting this requirement.

12.3 Payment should be made within thirty days of the invoice date. If this payment period is exceeded, the Contracting Party will be in default without any further notice being required and the Supplier may charge the Contracting Party the statutory interest for overdue payment (simple interest)

12.4 All out-of-court collection and other costs (including the costs incurred for drawing up and sending demands, conducting settlement negotiations forgoing legal proceedings as well as legal costs) will be charged to the Contracting Party.

12.5 The amounts payable for the use of a Content Service will be paid by the Contracting Party via its Subscription.

12.6 The Supplier will invoice both the connected Goods and/orServices, and/or to demand immediate payment if it delivers in part of or the use of the Service and/or the Good does not correspond with the use purpose used.

12.7 Objections to amounts charged must be submitted to the Supplier in writing within thirty days of the invoice date. Following the Supplier’s examination of the objections, it will be considered to have approved of the level of the amount stated on the invoice. The Supplier and the third parties in question will be entitled to charge all costs and discounts as well as amounts charged (including administration costs) to the Contracting Party.

12.8 Fixed fees for advance Services will not be refunded by the Supplier. The Supplier will not owe interest on an advance or down payment.

13. Security

13.1 The Supplier will retain the ownership of all Goods it has delivered and grants or conveys no rights to the Supplier based on the Supplier’s condition that the Contracting Party has fulfilled all, claims relating to the consideration for the Goods supplied or to be supplied or the Supplier’s or the Supplier’s Affiliates’ rights in the Goods. If the Supplier has been paid for the Goods, this will be a good that the Supplier has had for itself as the owner and the Contracting Party will keep this good for the Supplier until the Contracting Party has fulfilled all the Supplier’s claims referred to in the previous paragraph.

13.2 The Contracting Party will be obliged to keep, use and insure the Goods supplied to the Contracting Party as the recognisable property of the Supplier.

13.3 The supplier that the ownership or rights of the Goods and/orServices have not been transferred to the Supplier, the Contracting Party may not pledge or encumber the Goods and Services or grant any other right relating to such to a third party. The Contracting Party may not dispose of, transfer or sell the Goods and Services in question or give them to a third party, if the situation should arise, to create a right of disclosed or undisclosed pledge on behalf of the Contracting Party on delivered Goods and Services that have been paid for. The Supplier then has an immediate right of set-off on any amount that may have been paid or which may be due to the Supplier from the Contracting Party or its Affiliates to claim from the Supplier would owe to the Supplier during a six month period or a down payment. At the time that no payment obligations have occurred during a consecutive period of at least six months, the Contracting Party may submit a written request for the repayment of the advance payment. The Supplier will assess

14.1 All intellectual and industrial property rights to Goods and/or Services developed or made available in accordance with or in respect of the Agreement (including designated or related names, addresses and codes, including account data, customer codes, user names, access codes, IP addresses, e-mail addresses and other subject licences) shall vest in the Supplier, Affiliated Enterprises or their licensors. The Supplier will grant the Contracting Party only a non-exclusive, non-transferable and non-sublicensable right to use the items and/or Services during the period of the Agreement, and only for the normal purpose intended by the Supplier.

14.2 The Contracting Party is permitted to remove or change any indication regarding intellectual or industrial ownership on or in the Goods and/or Services (including indications regarding the confidential character and non-disclosure).

14.3 The Supplier will be permitted to take technical measures to protect the Software. If the Supplier takes these technical measures, the Contracting Party will not be permitted to remove or avoid this security.

14.4 The Contracting Party and the Supplier may make available to one another confidential information and industrial secrets of the other party, an Affiliated Enterprise or their licensors. The Contracting Party undertakes to keep these Goods secret and to use them only for the purpose for which they have been made available.

14.5 If the Supplier develops software or is intending to do so and in connection with the interoperability (the capacity of software to exchange information with other components of other software) of the Supplier’s network services and to communicate by means of this information of the software to be developed requires information to bring about this interoperability, the Supplier will make a written and specified request to the Supplier for the information. The Supplier will inform the Contracting Party within a reasonable period whether it can provide the requested information and under what conditions, including financial conditions and conditions relating to any third parties to be engaged by the Supplier to provide the requested information.

14.6 The Contracting Party guarantees that no rights of third parties oppose making hardware, software or materials intended for use or for which it claims to own the Provider. The Contracting Party will indemnify the Supplier against all claims based on the allegation that making available, using or processing the relevant party gave rise to.

14.7 The Supplier will indemnify the Contracting Party against all claims based on the allegation that the Goods and/or Services developed or made available by the Supplier violate an intellectual or industrial property right in the Netherlands, provided that:

a. the Contracting Party informs the Supplier immediately of the existence and content of the claim;

b. the Contracting Party leaves dealing with the claim (including settlement) entirely to the Supplier;

c. the Contracting Party will assist the Supplier in defending itself against that claim, if necessary in the Contracting Party’s name (including by issuing information and authorisation);

d. the claim is not related to hardware, software or materials made available to the Supplier by the Contracting Party for the provision of the Goods and/or Services;

e. the Contracting Party is not related to changes to the Items developed by the Supplier by parties other than the Supplier.

15. Suspension, settlement and termination

15.1 Either party may dissolve the Agreement only if the other party is in breach of fulfilling one or more essential obligations and if the other party has received a notice of default detailed to best effect, in which it has been given a period of ten days within which period this has not been forthcoming.

15.2 In any event, the Supplier may suspend (including by blocking or disabling) all or any of its Connections or Services temporarily or permanently, wholly or in part) its obligations under the Agreement with immediate effect and without any prior notice being required to the Supplier: a. the Contracting Party no longer meets the applicable underlying conditions for the Service in question (including the underlying conditions in the up-to-date service description);

b. the actual use of the Goods and/or Services is not in accordance with the applicable terms and conditions, or does not correspond to the normal use or the use on which the applicable rates are based or if that use deviates substantially from the use that may be reasonably expected;

c. the Supplier has sent the Contracting Party a demand and following the expiry of the period referred to in the demand the Contracting Party has failed to meet its payment obligations;

d. the Supplier has requested the Contracting Party to provide security; the Contracting Party and the Supplier has not issued the desired security within the period stipulated by the Supplier;

e. the Contracting Party has ceased to exist; the Contracting Party and the Supplier has not issued the desired security within the period stipulated by the Supplier;

f. the Contracting Party’s insolvency and/or poses a risk to the health of the Supplier’s employees and/or joint users of the Network or other telecommunication networks;

g. the Contracting Party has failed to fulfill a guarantee or acts contrary to what it guarantees;

h. permits and any other type of permission for the construction, maintenance and operation of the Network expire or are withdrawn;

i. circumstances that beyond the powers of the Supplier, which make the performance of the Agreement impossible or disproportionately problematic.

15.2 The Contracting Party will not be entitled to settlement or suspension.

15.3 Either party may dissolve the Agreement with immediate effect and without any prior notice being required to the Supplier if:

a. an application for composition with creditors;

b. a suspension of payments;

c. bankruptcy;

d. liquidation; or

e. dissolution.

15.4 Either party may dissolve the Agreement with immediate effect and without any prior notice being required to the Supplier if:

a. the other party is in breach in fulfilling one or more essential obligations;

b. the Supplier is in default with regard to those performances.

15.5 The Agreement will be dissolved as soon as possible, though no later than thirty days following the dissolution.

15.6 In the case of the termination or premature termination of the Agreement and/or Subscriptions a.

15.7 In the case of termination or premature termination of the Agreement, all corresponding or Supplementary Services delivered will terminate and all claims of the Supplier (including all amounts already invoiced) will be immediately payable in full. In so far as obligations have already been fulfilled, no obligations resulting from the termination of the Agreement will arise for the parties to reverse the performances already received by them, unless the Supplier can prove that the Supplier is in default with regard to those performances.

15.8 In the case of the termination of the Agreement, the Contracting Party must, upon the Supplier’s request, immediately return or destroy all Goods and/or Services made available to it if which the ownership rights have not been transferred to the Supplier in accordance with Article 13 and the other party approves of the continuation.

15.9 Obligations in the case of termination or premature termination of the Agreement and/or Subscriptions

15.10 In the case of termination or premature termination of the Agreement, the claims will be granted and paid in proportion to the extent of the remaining term of the minimum period of the Agreement.

15.11 The Customer will immediately owe the Supplier the following:

a. all amounts already invoiced;

b. all amounts due but not yet invoiced;

c. all interest and charges on the amount due;

d. all local, state and federal taxes, duties and levies on the amount due;

15.12 The Supplier’s claims will be limited to the period of the Agreement. However, the Supplier will be entitled to settle its claims and required information to bring about this the remaining term of the minimum period of the Agreement. In that case, the claims will be granted and paid in proportion to the extent of the remaining term of the minimum period of the Agreement.

15.13 The claims will be limited to the period of the Agreement. However, the Supplier will be entitled to settle its claims and required information to bring about this the remaining term of the minimum period of the Agreement. In that case, the claims will be granted and paid in proportion to the extent of the remaining term of the minimum period of the Agreement.

15.14 The Agreement will be dissolved as soon as possible, though no later than thirty days following the dissolution.

15.15 In the case of termination or premature termination of the Agreement, all corresponding or Supplementary Services delivered will terminate and all claims of the Supplier (including all amounts already invoiced) will be immediately payable in full. In so far as obligations have already been fulfilled, no obligations resulting from the termination of the Agreement will arise for the parties to reverse the performances already received by them, unless the Supplier can prove that the Supplier is in default with regard to those performances.

15.16 In the case of the termination of the Agreement or Subscription before the minimum duration has expired, the Contracting Party will immediately owe the Supplier the following payments in full, unless the Agreement or the Subscription in question is ending because the Supplier is terminating the Agreement or the Subscription on the basis of Article 4.2 or the Contracting Party is dissolving the Agreement or the Subscription in question on the basis of Article 15.1 or 15.4:

a. for the remaining term of the minimum period of the Agreement or the Subscription in question:

i. all fixed costs for leased lines, microwave radio links and other infrastructure, in so far as applicable;

ii. all per customer charges (including subscription payments);

b. a proportional part of:

i. the discounts granted to the Contracting Party – whether or not in respect of the Goods and/or Services supplied and reimbursements (including payments – whether or not by means of credit entries – any actual deliveries of Goods and/or Services by the Supplier);

ii. penalties and buy-out sums that the Supplier should pay to third parties or the Supplier as a result of the fact that the Supplier entered into or to during the Agreement or the Subscription in question.

15.17 Except under the above mentioned to General Terms and Conditions, it will not be possible to terminate or cancel an Agreement or Subscription prematurely.

16. Limitation of liability

16.1 The Supplier will only be liable for direct damage of the Contracting Party caused by an attributable failure or a wrongful act on the part of the Supplier to no more than the amounts referred to below, in which context an event will also be understood to mean a chain of related events. The maximum cumulative liability of all types of damage referred to below will be EUR 5,000,000 per year, and the total liability of the Supplier will be limited to the amount of five hundred thousand (500,000) euros per event:

a. death or bodily injury, to an amount of no more than one million (1,000,000) euros per event;

b. damage to material items of the Contracting Party, to an amount of no more than five hundred thousand (500,000) euros per event;

c. a violation of intellectual property rights of the Contracting Party, to an amount of no more than five hundred thousand (500,000) euros per event;

d. an action contrary to Articles 373c to 375e, inclusive, of the Dutch Civil Code (Wetboek van Buitenkamers) by the Supplier, one of its employees or any other person acting on or behalf of the Supplier, to an amount of no more than five hundred thousand (500,000) euros per event;

e. having to arrange emergency facilities, provided that these emergency facilities could not have been delivered by the Supplier or its management to the Supplier, due to the exceedings of period (including supply and perform-

17. Parties

17.1 Only the Contracting Party may invoke rights ensuing from an Agreement vis-à-vis the Supplier. The actions and omissions of an End-User will be attributed to the Contracting Party. The Contracting Party guarantees that it has obtained permission from all End-Users per year and all End-Users to perform the Agreements referred to in this Article 17. The End-User cannot derive any rights from an Agreement. The Contracting Party will bear the risk and indemnify the Supplier against and compensate it for all claims of End-Users (including in connection with privacy legislation).

17.2 The Contracting Party will require the prior written permission of the Supplier for acquiring or instructing others to acquire, assigning, transferring, encumbering, making available (including by means of rental or performing (including by means of subcontracting) the Agreement, the rights ensuing from the Agreement and/or the obligations ensuing from the Agreement. In that case, the Supplier will be entitled to make the Goods and/or Services available to End-Users.

17.3 In so far as necessary, the Contracting Party hereby grants the Supplier permission to perform its obligations under the Agreement and/or the obligations ensuing from the Agreement:

a. acquired by, assigned to and/or encumbered to the benefit of an affiliated enterprise of the Supplier; and

b. exercised by a third party (including by means of subcon-

17.4 The Supplier stipulates all means of defence that are related directly or indirectly to the Agreement (including liability exclusions and restrictions, as well as indemnifications) also for the benefit of thereafter jointed as “the Beneficiaries”:

a. its Affiliated Enterprises;
b. third parties and their affiliated enterprises; i. whose services as part of its business dealings or during the performance of the Agreement (including suppliers and subcontractors), or
ii. for which the Supplier is otherwise qualitatively liable (for which the Supplier had not excluded or limited its liability for actions or failures of these third parties) all this as if the benefits of this Agreement were to the party to this Agreement (the ‘Himalaya clause’). 19.5 If the Contracting Party purchases a service from a third party it is the Contracting Party’s responsibility to inform all claimants of third parties that are related directly or indirectly to:
   a. the wrongful use or use of the Goods and/or Services (including the SIM Card) in a manner other than in accordance with this Agreement;
   b. the use of Content Services;
   c. a violation of the Personal Data Protection Act [Wet Bescherming Persoonsgegevens];
   d. a violation of the statutory retention periods;
   e. issues, serviers and/or subcontractors prescribed by the Contracting Party to the Supplier and/or which must be obtained from a prescribed contractor;
   f. acts of failures of suppliers, subcontractors, staff or agents of the Contracting Party; and
   g. failures of the Contracting Party in fulfilling obligations resulting directly or indirectly from the Agreement.

Privacy 19. The Supplier has reported the processing of Personal Data and Traffic Data to the Dutch Data Protection Board [College Bescherming Persoonsgegevens, or CBP]. The Supplier will process Personal Data of the Contracting Party and/or its contacts and the End-Users within the framework of the applicable laws and regulations on privacy protection, particularly the Telecommunications Act [Telecommunicatiewet] and the most recent Personal Data Protection Act, in the manner and for the purposes described in more detail in the Privacy Statement (see Supplier’s website). The Privacy Statement may be obtained free of charge from the Supplier.

20. Miscellaneous 20.1 If any provision of these General Terms and Conditions proves to be null and void or is nullified, the parties will enter into negotiations on the replacing provision, which must correspond with the purpose of the null and void or nullified provision as far as possible.
20.2 During the period of the Agreement and for twelve months following the termination of this Agreement, the parties will not be permitted to conclude an employment agreement or another agreement with employees of the other party or with employees of the former End-User or to have these employees work in some other way for the other party, unless prior permission has been obtained.

Applicable law and disputes 21. All legal relationships between the Supplier and the Contracting Party will be governed by Dutch law, with the exception of the Vienna Sales Convention [Weens Koopverdrag]. 21.1 The Contracting Party must always submit complaints or disputes in the first instance to Vodafone. Special Services department, Postbus 1550, NL-6201 BM Maastricht, stating the Number of the Connection and a specification of the Agreement.
21.2 The Supplier will provide a detailed written response to a complaint within thirty days. If this term is not met, the Supplier will inform the Contracting Party within which term it will respond as yet to the complaint. No later than within six months of receipt of the substantive response, or within six months of the expiry of the term within which a response should have been made pursuant to provisions of the previous paragraph, the Contracting Party may submit the dispute to the competent court in Amsterdam, the Netherlands, unless the parties agree upon another form of dispute settlement.

Use of Telecommunication Services 22. The Supplier will be entitled to perform maintenance work as much as protection as the Himalaya clause.

22.1 The Supplier will strive to offer the Contracting Party uninterrupted use of the Connections/Connections within the Netherlands.
22.2 Party in view of the nature and use of the Telecommunication Services, the Supplier cannot guarantee that the Telecommunication Service will always be available and/or uninterrupted, as this depends on third parties and variable physical factors.
22.3 The Supplier will be entitled to impose reasonable limits on the Contracting Party with respect to the use of the Telecommunication Service, including transmission speeds and the amount of data traffic.
22.4 The Supplier will be entitled at all times to perform maintenance on the Network without the cooperation of the Contracting Party.

SIM card 23. The Supplier will make one or more security codes available (such as the PIN and PUK codes) for the Contracting Party’s SIM card.
23.1 The costs of unblocking and/or of the issue of a new SIM卡 will be payable by the Contracting Party. During the period in which the SIM Card is blocked, the Contracting Party will remain obliged to pay all fixed periodical costs and additional fees.

Another provider/network of third parties 24. If the Contracting Party (for instance outside the Netherlands) uses its Connection temporarily or partially to purchase Mobile Telecommunication Services or Content Services from or through a third party or the network of another provider of electronic communication services or other services.
   a. the Supplier will not be responsible or liable for such services and content;
   b. the Contracting Party will owe the Supplier all associated special costs and surcharges. This will also include the costs of acceptance or automatic putting through of a call while the Contracting Party or End-User is outside the range of the Network.

Number and number retention 25.1 The Supplier will provide the Contracting Party with one or more Numbers for the use of each Connection of a Mobile Telecommunication Service.
25.2 With regard to number retention.
   a. If it is already using one or more Numbers, the Contracting Party may submit a request to the Supplier for retention of those numbers exclusively upon entering into an Agreement;
   b. in the fulfilment of a request for number retention, the Contracting Party will follow the instructions issued by the Supplier; and
   c. at the commencement or end of an Agreement, the Contracting Party will, in principle, be entitled not to claim one or more special Numbers, other than by means of invoking number retention.
25.3 With regard to number retention.
   a. the Supplier will either grant the request if and as soon as the former Agreement with a provider of mobile telecommunication services can be terminated and this provider cooperates in the retention of the number;
   b. the Supplier may charge a non-recurring payment for fulfilling the request for number retention;
   c. the Supplier may change a Number in the event of changes in a national number system or number assignment by an Authority, changes in a Service or the Network, or in other cases reasonably affecting a number change; and
   d. the Supplier will implement a number change for the first time only three months after the change was announced.

unless an earlier change is necessary in view of the relevant circumstances.

Maintenances 26. The Supplier will be obliged to perform maintenance work only if the Good and/or Service does not function in accordance with the agreed specifications, and if the defect was reported immediately in detail to the Supplier after it occurred and the defect can be reproduced. Maintenance will not include the repair or recovery of mutilated or lost data.

Following receipt of the report, the Supplier will make every effort to repair the defect at a time to be determined by the Supplier. The Supplier will be entitled to introduce temporary solutions (including workarounds or restrictions to avoid the problem) until the time of final repair.

The maintenance will be performed by the Supplier on Working Days. The Supplier will perform the work relating to the agreed Services at the office of the Supplier. If the Supplier believes that the defect cannot be repaired remotely, the work will be carried out at the Contracting Party’s premises.

For the purpose of maintenance, upkeep or measurements, the Supplier will be entitled to deactivate one or more Goods and/or Services temporarily.

If it should turn out that the defect has not been caused by a failure on the part of the Supplier (including defects that have arisen due to errors or improper use or changes to the Goods and/or Services by third parties), the Supplier will be entitled to recover the costs of pinpointing and/or repairing the defect from the Contracting Party.

If the Supplier makes a new model or new version of the Good and/or Service available to the Contracting Party, the Contracting Party will be obliged to make an extra payment to be determined by the Supplier if the new model or new version of the Good and/or Service offers new possibilities and/or functions. Three months following the provision of the new model or new version of the Good and/or Service, the Supplier will no longer be obliged to perform maintenance work relating to the Good and/or Services that the new model and/or new version was intended to replace.

If the Contracting Party fails to conclude a maintenance agreement with the Supplier at the same time as the conclusion of the Agreement on the basis of the Good and/or Services is provided, the Supplier will not be obliged to conclude a maintenance agreement as yet at a later stage.

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