

GENERAL TERMS AND CONDITIONS OF SALE MOBITEI BV

Article 1. DEFINITIONS

1.1 In these general terms and conditions of sale, the following terms shall have the following meanings:

- "Mobitel": Mobitel bv with registered office at 2640 Mortsel, Antwerpsestraat 145, known under CBE number 0433.226.447
- "General Terms and Conditions of Sale": the current general terms and conditions of sale of Mobitel applicable to the sale of Products and Services.
- "Customer": the party that purchases Products and/or uses the Services of Mobitel.
- "Products": the Products, including mobile devices and the sale of user licences, offered by Mobitel via its website/webshop and catalogues.
- "Services": the services offered by Mobitel as specified on its website www.mobitel.be
- "Parties": Mobitel and the Customer jointly.
- "Special Conditions": these are the specific conditions included in the quotations and agreements with Mobitel in which the Products and/or Services, the place of performance, the prices, etc. are specified. The Special Conditions take precedence over these General Terms and Conditions of Sale.

1.2 Definitions in the plural shall also include the singular and vice versa.

Article 2. APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE

- 2.1 These General Terms and Conditions of Sale shall apply to all online (website-webshop) and offline sales of Products and Services by Mobitel to the Customer. These General Terms and Conditions of Sale can also be consulted at www.mobitel.be.
- 2.2 All quotations, purchase orders, order confirmations, invoices and other documents issued by Mobitel and agreements entered into with Mobitel are subject to these General Terms and Conditions of Sale.
- 2.3 Any general terms and conditions of the Customer, under whatever name, that deviate from these General Terms and Conditions of Sale shall not apply and shall not be opposable to Mobitel, unless Mobitel has expressly accepted them in writing prior to the conclusion of any contract.
- 2.4 If any clause of these General Terms and Conditions of Sale is wholly or partially invalid or unlawful, this shall not affect the validity and enforceability of the other clauses or of that part of the clause in question that is not invalid or unlawful. In such case, the Parties shall negotiate in good faith to replace the conflicting clause with a legally valid clause that corresponds as closely as possible with the purpose and scope of the previous clause and/or in any case reduce the clause to what is legally acceptable.
- 2.5 Insofar as these General Terms and Conditions of Sale have also been drawn up in a language other than Dutch, the Dutch text shall always prevail in the event of any differences.

Article 3. CONCLUSION OF THE AGREEMENT

- 3.1 Mobitel's quotations state their period of validity. If no period of validity is stated in the quotation, the quotation shall be binding on Mobitel for 8 calendar days from the date of issue of the quotation.
- 3.2 The agreement is concluded at the moment the Customer accepts Mobitel's quotation or when the Customer places an order.

Article 4. CONTENT OF THE WEBSHOP/WEBSITE/CATALOGUES

- 4.1 Mobitel strives to present the Products and Services as clearly and in as much detail as possible on its website/webshop and in catalogues in order to enable the Customer to make a proper assessment thereof. However, online images of Products are for illustrative purposes only and do not guarantee exact copies for the Customer.
- 4.2 The content of Mobitel's website, webshop and catalogues and the information contained therein may be changed by Mobitel at any time.

Article 5. SALE OF PRODUCTS

- 5.1 Delivery time: All delivery times specified by Mobitel are indicative. Any delay in delivery shall in no case give rise to compensation or termination of the agreement, unless Mobitel is proven to have acted with intent or gross negligence.
- 5.2 Place of delivery: Unless otherwise agreed, the Products shall be delivered in Mobitel's place(s) of business.
- 5.3 If Mobitel nevertheless makes a delivery on location at Customer and in the absence of any agreement on the method of transport, Mobitel shall have the choice of transport of the Products and the Products shall in any case travel at the expense and risk of the Customer.
- 5.4 The delivered Products remain the property of Mobitel until the Customer has paid the price, interests and any associated costs in full. However, the risk passes to the Customer at the moment the agreement between the Customer and Mobitel is concluded.
- 5.5 The Customer must take delivery of the delivered Products immediately and check them. All complaints regarding visible defects and non-conformities such as incorrect delivery, damage to Products and incorrect quantities etc., must be submitted in writing to a Mobitel email address with proof of receipt or by registered letter to Mobitel within 24 hours after delivery and before any handling or use of the delivered Products by the Customer. No complaints regarding the delivered Products will be accepted after this period.
- 5.6 Complaints regarding hidden defects or hidden non-conformities must be submitted to a Mobitel email address with proof of receipt or by registered letter to Mobitel within 8 calendar days after discovery, but ultimately within the term of the manufacturer's warranty provided by the manufacturer of the sold Products. The Customer must in any case keep the defective Products available to Mobitel. In the event of a timely and well-founded complaint due to hidden non-conformity or hidden defects, the Customer shall only be entitled to claim a price reduction or the return of the defective Products, without the Customer being entitled to any compensation.
- 5.7 Mobitel's warranty obligation is in any case and at all times limited to the manufacturer's warranty provided for the Products to be delivered.

Article 6. DELIVERY OF SERVICES

- 6.1 Mobitel shall perform the agreed Services to its best insight, in a careful and qualitative manner in accordance with the normal care expected of a company in the same sector. Unless otherwise stipulated in the Special Conditions, Mobitel's obligations shall be considered as best-effort obligations and not as obligations to achieve a result. Mobitel is entitled to call upon third parties (subcontractors or temporary workers) for the performance of the Services.
- 6.2 Term of performance: Unless otherwise stated in the Special Conditions, the specified terms of performance are indicative and not binding. In any case, any delay in the delivery of Services shall not give rise to the termination of the agreement with the Customer or the payment of any compensation by Mobitel to the Customer, unless Mobitel is proven to have acted with intent or gross negligence.
- 6.3 Place of performance of Services: Services shall be performed at Mobitel's place(s) of business or on site at Customer. The place of performance of the Services shall be determined in the Special Conditions. If the agreed Services are performed on site at Customer, the Customer shall ensure that the Services to be performed can be carried out safely by Mobitel and that the place where the Services are to be performed is accessible and operationally ready for the uninterrupted performance of the Services.
- 6.4 Services to entrusted goods: In the event that Mobitel provides Services to the Customer in connection with goods belonging to the Customer, the Customer shall be responsible for adequately insuring those goods with an insurance company recognised in the EU against total or partial destruction, loss and damage thereof due to other reasons than the contractual services provided by Mobitel. The insurance to be taken out by the Customer must provide for a waiver of all recourse against Mobitel for any damage or loss of the goods of the Customer that are at Mobitel for the performance of Services and/or are temporarily stored there. In the absence of such a waiver of recourse, the Customer shall be obliged to fully indemnify and compensate Mobitel in the event of claims by insurers and/or third parties against Mobitel. In any case, Mobitel, as temporary custodian of the Customer's goods, cannot be held liable for the total or partial loss or destruction of the goods entrusted to it by the Customer, unless Mobitel is irrefutably proven to have acted with intent or gross negligence.

Article 7. PRICE

- 7.1 Prices of Products and Services are available on request from Mobitel at any time.
- 7.2 Prices quoted are always exclusive of VAT. Travel and transport costs, as well as charges and taxes imposed by law or by a government authority in relation to the delivered Services and/or Products, are not included in the prices quoted, unless otherwise agreed in writing in the Special Conditions.
- 7.3 Prices quoted in quotations are valid for the duration of their period of validity.
- 7.4 Price revisions: Mobitel may revise its prices at any time. Unless otherwise agreed in writing in the Special Conditions, price changes/revisions shall not affect current quotations and agreements of which the term has not expired.
- 7.5 However, Mobitel is entitled to change the agreed price of current quotations and existing agreements if Mobitel can justify such a price change on the basis of objectively demonstrable parameters relating to the production or logistics chain that have an impact on the previously stated prices, such as, but not limited to, changes in the price of necessary (raw) materials, labour costs, transport, energy prices, etc. incurred by Mobitel itself or passed on to Mobitel by suppliers/manufacturers or logistics partners. As a result, the component of the price representing the aforementioned cost will be increased by the same percentage, up to a maximum of eighty percent (80%) of the previously quoted price.

Article 8. LIABILITY

- 8.1 Unless otherwise provided by law, Mobitel shall only be liable for serious and intentional faults committed in relation to the performance of agreements with the Customer. Its contractual liability arising from the performance of an agreement with the Customer shall in any case be limited to direct damage, excluding consequential damage, indirect and/or financial damage, and the compensation shall never exceed the amount of the corresponding invoice issued by Mobitel to the Customer.
- 8.2 Other than contractual damage resulting from the performance of Services or the delivery of Products by Mobitel is limited to the amount of physical and material damage for which Mobitel is insured and covered. Mobitel undertakes to adequately insure its civil liability at all times in accordance with standards customary in the sector with an insurance company recognised in Belgium. If desired, the Customer can request proof of such insurance from Mobitel.
- 8.3 To the extent permitted by law, the Customer waives in advance any direct liability claims against appointees, employees, etc. whom Mobitel calls upon to perform an agreement with the Customer, as well as against the directors of Mobitel.
- 8.4 Mobitel cannot be held liable for any damage resulting from force majeure and/or events beyond Mobitel's control, including but not limited to a shortage of Products from suppliers, labour disputes, blockades, strikes, war, business interruptions, transport difficulties or other shortcomings on the part of third parties, epidemics and pandemics, quarantines and any restrictions imposed by the government that make the normal performance of an agreement with the Customer impossible.

ARTICLE 9. TERMS OF PAYMENT.

- 9.1 Unless otherwise agreed in writing, Mobitel's invoices are payable immediately at its registered office.
- 9.2 In the event of non-payment on the due date, the Customer shall be liable by operation of law and without any prior notice of default to pay interest in accordance with the Law of 2 August 2002 on combating late payment in commercial transactions, as well as a fixed compensation equal to 10% of the unpaid invoices, with a minimum of € 75,00. In such case, all payment facilities granted to the Customer shall also expire and all claims of Mobitel against the Customer, whether or not already invoiced, shall become immediately due and payable.
- 9.3 In the event of non-payment or late payment of the price and/or invoices, Mobitel shall be entitled to suspend its obligations towards the Customer.
- 9.4 The Parties expressly agree that goods entrusted to Mobitel by the Customer in connection with the Services to be provided shall serve as security for the payment of any claim of Mobitel against the Customer. To this end, Mobitel is entitled to exercise its right of retention, with the understanding that the risk relating to the goods entrusted by the Customer shall pass to the Customer.
- 9.5 Mobitel shall be entitled to set off all claims against the Customer against any debts owed by the Customer, of whatever nature and regardless of whether these debts are certain, due and payable or fixed. This provision and this right shall also be valid and enforceable in the event of insolvency, dissolution, judicial reorganisation or bankruptcy on the part of the Customer.
- 9.6 Any objection to Mobitel's invoices must be made in writing and with detailed motivation within 8 days of the invoice date. In the absence of a complaint within this period, the Customer shall be deemed to have accepted the invoice.

Article 10. APPLICABLE LAW AND COMPETENT COURT

- 10.1 These General Terms and Conditions of Sale and the agreements to which these General Terms and Conditions of Sale apply, are governed by Belgian law, with the exclusion of the Vienna Sales Convention.
- 10.2 Any dispute concerning these General Terms and Conditions of Sale and arising from agreements to which these General Terms and Conditions of Sale apply, shall, at the discretion of the claimant, be subject to the exclusive jurisdiction of the courts of the place where Mobitel has its registered office, or the courts of the judicial district of the place of residence of the defendant.