



GENERAL SALES AND DELIVERY TERMS AND CONDITIONS OF ATLANTIC TELECOM BUSINESS BV

Article 1 Definitions

1.1 These General Conditions shall contain the following terms:

- "Atlantic": Atlantic Telecom Business BV (Noorderhof 24, 5804 BV Venray) and/or a company related to it;
- "service" or "services": Telecoms services offered or supplied by Atlantic.
- "loan product" or "loan products": Products offered or supplied on loan by Atlantic, related to or necessary for the services offered by Atlantic;
- "Client": Atlantic's (potential) customer;
- Consumer: A Client who does not act in the undertaking of a profession or business;
- "Commercial Client": A Client who acts in the undertaking of a profession or business;
- "Connection": The opportunity to make use of the services offered by Atlantic.

Article 2 Applicability

- 2.1 These conditions apply to all offers and/or contracts issued to or entered into with third parties by Atlantic together with their performance.
- 2.2 These terms and conditions are applicable to the exclusion of any general terms and conditions applied by the (potential) Client.
- 2.3 The Client may only appeal to clauses which deviate from these terms and conditions if and so far as these are accepted in writing by Atlantic.
- 2.4 These terms and conditions are also applicable to contracts to be entered into between Atlantic and the Client in the future, unless agreed otherwise at that time.
- 2.5 Atlantic is entitled to amend these terms and conditions unilaterally at any time. The amended terms and conditions will be published on the website.

Article 3 Offers, assignments and contracts

- 3.1 All of Atlantic's offers and delivery times shall be without engagement. Assignments and acceptances of offers by the Client are irrevocable.
- 3.2 Atlantic is only bound if it has confirmed the order in writing and/or has begun its implementation. Atlantic reserves the right to refuse a request for a Connection. Atlantic is not responsible for any direct or indirect loss arising from such an amendment.
- 3.3 Inaccuracies in the order confirmation by Atlantic must be reported in writing to Atlantic within 5 days of the date of the order confirmation. If this does not occur, the order confirmation will be considered to fully and accurately represent the contract and the Client will be bound by it.
- 3.4 Verbal commitments or arrangements by or with Atlantic's personnel are only binding if Atlantic has confirmed them in writing.
- 3.5 These general terms and conditions are integrally applicable to any potential amendments to the contract.
- 3.6 Following the end of the initial contract period, a contract which is concluded for a fixed period will be automatically extended for subsequent periods of 1 year unless the Client or Atlantic terminates the contract in writing, giving 1 month's notice prior to the end of the initial contract period or a subsequent contract period. The period of notice specified in this article also applies if the Client is only terminating part of the contract.
- 3.7 A contract is entered into for an unspecified time, unless specifically agreed otherwise in the contract. The contract may be terminated by either party with a notice period of one month. The notice period commences on the last day of invoice period in which the notice is received by Atlantic. The notice period stated in this article also applies if the Client only terminates the contract in part.
- 3.8 Notice may only be given in writing, stating the name, address, postcode, domicile, client number and the required end date. Notice letters must be sent to Atlantic, postbus 550, 5800 AN Venray.

Article 4 Conformity

- 4.1 All statements by Atlantic of capacities, quality, performance and/or other indications relating to its services are made with all possible care. However, Atlantic cannot guarantee that inaccuracies will not occur. Statements by Atlantic regarding capacities, quality, performance etc. are only approximate and are obligation-free
- 4.2 Descriptions, catalogues, advertising material and information reproduced on the website and offers are non-binding for Atlantic.
- 4.3 Atlantic reserves the right to amend the technical properties of its services or the telecommunications network which are in use, under the condition that there will be no loss of functionality for its clients.

Article 5 Intellectual property

- 5.1 All intellectual and industrial property rights relating to services and loan products and their designations, and relating to anything which Atlantic develops, manufactures or provides, including packaging, manuals, advertising material and images belong to Atlantic.
- 5.2 The Client is not permitted to make use of the trade names, brands, logos and other designations belonging to Atlantic, unless the Client receives Atlantic's express written permission to do so. In this last case the Client shall abide by Atlantic's guidelines and instructions relating to the use of the marks, logos and other designations belonging to Atlantic.
- 5.3 The Client is not permitted to remove or to amend any designation regarding patents, copyright, brands, trade names or other intellectual or industrial property rights from the loan products.

Article 6 Prices

- 6.1 Prices issued by or agreed with Atlantic are exclusive of VAT, import and excise duties and other taxes or levies imposed or levied with regard to the services.
- 6.2 The standard rates are included in a price list. These standard rates apply unless agreed otherwise. The most current price list will be provided on request. Atlantic is at all times authorised to amend prices and/or discounts.
- 6.3 If, further to an offer and/or the establishment of a contract, there is a change to cost

price-determining factors, Atlantic is entitled to amend its prices accordingly. If Atlantic makes use of this authority, the Consumer is authorised to dissolve the contract.

- 6.4 Atlantic is in any case entitled to index its prices annually in accordance with the CBS-index (CPI all households). Atlantic shall inform of any price change in advance and in writing.

Article 7 Delivery time and delivery

- 7.1 Delivery times issued are approximate and must not be considered final. The non-fulfilment of a delivery time does not bind Atlantic to compensation and does not entitle the Client to ignore or to suspend his obligations arising from the contract. The Client is however entitled to dissolve the contract, in the event that Atlantic has not yet fulfilled the assignment within a timescale considered to be reasonable by the Client. In that event, Atlantic is not liable for any compensation.
- 7.2 Delivery time is based on the work circumstances which apply at the time the contract is entered into, and the timely delivery of the items required for Atlantic to fulfil the contract. If a delay occurs as a consequence of a change in working circumstances and/or the untimely delivery of the items required by Atlantic, delivery time will be extended as required.
- 7.3 Atlantic determines the way in which the loan products are packed and transported, and by whom, unless agreed otherwise in writing. If the Client requests an alternative means of transport, the additional costs related to this means of transport are to be borne by the Client. The Client is obliged to receive the loan products immediately upon arrival at their destination.
- 7.4 Atlantic is authorised to fulfil a contract in sections and to claim payment for that section of the contract which has been implemented.
- 7.5 Loan products remain the property of Atlantic at all times. The Client is not entitled to sell, pawn, hire or make available to a third party a loan product in any way whatsoever. In the event of the infringement of this obligation by (personnel of) the Client, the Client shall forfeit a fine of EUR 10,000.00 to, and for the benefit of Atlantic, for each infringement, without prejudice to Atlantic's entitlement to compensation for the loss caused by the infringement and without prejudice to Atlantic's right to claim fulfillment of this obligation.
- 7.6 In the event that Atlantic's services are disengaged and Atlantic has received no written notice from that Client, the Client hereby declares his prior agreement that Atlantic's services be renewed for the Client's relevant numbers.

Article 8 Force majeure

- 8.1 In the event that Atlantic is hindered in fulfilling the contract as a result of force majeure, it is entitled to suspend the fulfilment of the contract. In that case, the Client is not entitled to compensation for any loss, costs or interest.
- 8.2 The term force majeure is understood to include: War, risk of war, strikes, fire, personnel accident or sickness, commercial disturbance, transport stagnation, disruptive legal stipulations, import/export restrictions, problems with production or transport which are unforeseen by Atlantic, bankruptcy of suppliers, atmospheric disturbances, maintenance, temporary restrictions and/or disruptions to the communications network and/or network facilities or incorrect or disrupted transmissions and/or poor quality of the communication network and any other circumstance which is not dependent upon Atlantic's will, such as the non- or untimely delivery of items or services by third parties engaged by Atlantic.
- 8.3 If a force majeure situation exists, Atlantic is authorised to dissolve the non-executable part of the contract by a written declaration. In the event that the force majeure situation lasts longer than 4 weeks, the Client is also authorised to dissolve the non-executable part of the contract by a written declaration.
- 8.4 If, at the moment the force majeure comes into effect, Atlantic has fulfilled part of its obligations, or can only fulfil part of its obligation, Atlantic is entitled to invoice the part already delivered or the part that can be delivered separately, and the Buyer is bound to pay this invoice as if there was a separate agreement.

Article 9 Shortcomings and claims

- 9.1 Atlantic guarantees the reliability of the services it provides in accordance with what the Client may reasonably expect arising from the contract. Should shortcomings in the service provided by Atlantic nevertheless occur, Atlantic shall provide the services concerned once again or apply a reasonable price reduction, both at Atlantic's discretion and assessment.
- 9.2 Should shortcomings occur in the loan products provided by Atlantic as a consequence of production and/or material faults, Atlantic shall rectify shortcomings or allow them to be rectified, or replace the product concerned, both at Atlantic's discretion and assessment.
- 9.3 In any event, the guarantee excludes shortcomings which occur in or are the (joint) result of:
 - Non-observation of instructions or conditions by (personnel of) the Client;
 - Use other than normal use;
 - Improper storage or use by the Client;
 - The use of loan products in anything other than original condition;
 - The application of any government stipulation relating to the nature or quality of materials applied.
- 9.4 Shortcomings and/or damage in the loan products provided by Atlantic which may (also) be the consequence of the lack of observation of the conditions in the manual, careless or improper use, damage, activities by third parties or by the client without Atlantic's prior written consent shall be charged to the Client.
- 9.5 The Client must carefully examine the loan products provided immediately upon receipt. Failure to do so nullifies any right to a claim and/or replacement. Any potential claim relating to the quantity of loan products delivered must be noted on the consignment note or delivery note at the time of delivery. In the event that this does not occur, the quantities stated on the consignment note or delivery note constitute peremptory evidence towards the Client.
- 9.6 The Client must submit a written claim to Atlantic within 8 days of such a shortcoming occurring after delivery. Any claim against Atlantic is nullified if the claim is not notified in a timely manner
- 9.7 In the event that the Client submits a claim, he is obliged to permit Atlantic the opportunity to inspect the loan products, or to have them inspected, in order to verify the shortcoming. The



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- Client is obliged to keep the loan products to which the claim relates available to Atlantic, on penalty of the nullification of any right to claim and/or replacement.
- 9.8 Potential shortcomings relating to a part of the delivered products do not entitle the Client to reject or refuse the entire batch of products delivered.
- 9.9 The Client must inform Atlantic in writing of any inaccuracies in Atlantic's invoices within 5 days of the invoice date. Failure to do so means the Client will be considered to have approved the invoice.
- 9.10 Complaints will not suspend the Client's payment obligations.
- 9.11 Upon discovering a shortcoming in a product, the Client is obliged to do everything possible to prevent or restrict loss, which is understood to include the immediate cessation of use and handling.
- 9.12 These guarantee clauses apply without prejudice to the rights which the Consumer is entitled to by law and which may not be deviated from.

Article 10 Payment

- 10.1 Unless agreed otherwise in writing, payment of Atlantic's invoices must occur within 8 days of the invoice date.
- 10.2 Atlantic has the right at all times to demand prepayment in full or in part and/or to obtain another means of payment security. This security may consist of, but is not restricted to, a deposit, a concern guarantee or a bank guarantee. The Client is bound to respond to Atlantic's initial request for the provision of security.
- 10.3 Atlantic has the right at all times to check the Client's creditworthiness, or to have it checked.
- 10.4 If payment is not received on time, and without further default on the invoice amount, the Client is liable for the payment of monthly interest of 1.5%, calculated from the due date, up to and including the date of payment.
- 10.5 All costs related to this collection are to be borne by the Client. The extraordinary collection costs amount to at least 15% of the amount to be collected with a minimum of EUR 150.00.
- 10.6 The Commercial Client abdicates any right to the settlement of recurring amounts due. Atlantic is continually authorised to reconcile all that it owes to the Commercial Client with what Atlantic is owed by the Commercial Client and/or the Commercial Client's related businesses, whether or not it is due.
- 10.7 The entire invoice amount is immediately and integrally due in the event of non-punctual payment of an agreed instalment on the due date, including if the Client is in a state of bankruptcy, requests (provisional) suspension of payments, if the Debt Repayment (Individuals) Act (WSNP) is declared applicable to him, if any of the Client's goods and/or claims are seized, if there is evidence of fraud and/or fraudulent action or there is reasonable suspicion of this and/or in the event of the Client's death. In the event that one of the aforementioned situations occurs, Atlantic is also entitled to dissolve the contract with the Client without the requirement for notice of default. The Client is bound to inform Atlantic immediately should one of the aforementioned situations arise.
- 10.8 Payments made by the Client serve initially in settlement of the costs due, subsequently in settlement of the interest incurred and finally in settlement of the invoices due which have been outstanding for the longest period, even if the Client states that the remittance relates to a later invoice.

Article 11 Decommissioning

- 11.1 Atlantic is entitled (temporarily) to partly or fully decommission and/or suspend a Client's Connection and the other service provision to the Client if the Client does not fulfil, or does not fulfil correctly one or more of its obligations towards Atlantic. The obligation to the payment of the agreed monthly remittances and other remittances is not affected by the decommissioning or suspension of the Connection and/or other service provision.
- 11.2 In the event of fraud or the suspicion of fraud, which may arise due to a Client becoming liable for unusually high amounts for usage-dependent payments in a restricted period, Atlantic is entitled to proceed to decommissioning in full or in part.
- 11.3 The Connection is re-commissioned and/or the other service provision is re-commenced, once the Client has fulfilled his obligations toward Atlantic, within a term determined by Atlantic. The Client is liable to Atlantic for any re-connection charges.

Article 12 Contract transfer

- 12.1 The rights and obligations arising from a contract entered into between Atlantic and the Client, may not be transferred to a third party, unless Atlantic's prior written consent is obtained for this.
- 12.2 The Client extends prior written consent for Atlantic to transfer the rights and obligations arising from the contract to a third party.

Article 13 Cancellation

- 13.1 The Client may not cancel an order which has been given. If the Client nevertheless cancels an order in full or in part, he is bound to reimburse Atlantic for all the costs which have reasonably been incurred with a view to the fulfilment of this order, Atlantic's activities, and Atlantic's loss of profits, plus VAT.

Article 14 Recommendations

- 14.1 All of the recommendations made by Atlantic and reports and statements issued by Atlantic relating, amongst other things, to the capacity and quality of services provided by Atlantic are entirely free of obligation are provided by Atlantic by way of non-binding information. No guarantee is extended by Atlantic in this respect.
- 14.2 Atlantic is not liable for any direct or indirect loss, of whatever nature, arising from the provision of information and/or recommendations by Atlantic. The Commercial Client

indemnifies Atlantic against all claims from third parties in this respect, unless there is evidence of intent or serious fault on the part of Atlantic.

Article 15 Liability

- 15.1 The Client has no claim against Atlantic for shortcomings in, or relating to, the services and loan products provided by Atlantic, outside of the stipulations in article 9. Atlantic is there fore not liable for direct and/or indirect loss, including loss to persons and property, emotional loss, consequential loss, (lost income, stagnation loss, etc.) and any other damage, however created, unless there is evidence of serious fault or intent on the part of Atlantic.
- 15.2 Neither is Atlantic liable, in the aforementioned sense, for the actions of its employees or other persons falling within its sphere of risk, including hereby (serious) fault or intent by these persons.
- 15.3 Atlantic is not liable for loss which is a consequence of the non- or incorrect and/or complete observance of instructions and/or operating manuals issued or explicitly stated by it.
- 15.4 Atlantic is not liable for loss which is the consequence of misuse, theft or any other unlawful action by a third party as a consequence of which anyone other than the Client may make use of the services provided by Atlantic. In that case, the Client remains bound to pay for the services consumed.
- 15.5 In all cases in which Atlantic is bound to pay compensation for loss, this shall on no occasion be higher than the amount invoiced (excluding VAT) for the services and/or products provided in relation to which loss has been caused, up to a maximum of EUR 25,000.00. In the event that the loss is covered by Atlantic's commercial liability insurance, the amount of compensation shall on no occasion be higher than the amount which is actually paid out by the insurer in the relevant case.
- 15.6 In the event that Atlantic proceeds to the exercising of the right of suspension or dissolution, on the basis of the known facts and/or circumstances, and it is subsequently irrevocably established that the exercising of this right occurred wrongfully, Atlantic is not liable and not bound to pay any compensation for loss, except in the case of intent or serious fault on its part.
- 15.7 Any claim against Atlantic expires by the passing of 12 months from the date of the claim, unless the claim is acknowledged by Atlantic.
- 15.8 The Commercial Client indemnifies Atlantic, its employees and the personnel engaged by it for the implementation of the contract against any third party relating to the implementation of the contract by Atlantic, regardless of the cause, and also against the resulting costs incurred by Atlantic.

Article 16 Representation

- 16.1 In the event that the Client acts on behalf of one or more other parties, he is liable to Atlantic as if he himself were the Client, notwithstanding the liability of the other parties.

Article 17 Information

- 17.1 Atlantic shall only process and use the Client's confidential (personal) details within the context of operating its business or for the purpose of registration and invoicing.
- 17.2 The Client gives his consent for the details stated in his application, together with the connection information (inc. number called, beginning/end of connection, date and time) to be recorded, processed and used by Atlantic in accordance with article 17.1.
- 17.3 The Client also gives his consent for his details to be provided to the person or company engaged by Atlantic for the collection of outstanding claims by Atlantic on its clients.
- 17.4 Atlantic provides the Client's details to its suppliers in relation to the request and allocation of a connection and the supply and invoicing of services.
- 17.5 Confidential (personal) details will be kept for no longer than is required by good business management and/or is permitted by law.
- 17.6 Atlantic shall comply with its legal obligations for the provision of information about its clients. Atlantic guarantees telephone and telegraph confidentiality, taking into consideration the specific exceptions to this provided for in law. Atlantic is bound to extend cooperation to the obligation to phone line tapping provided for in law.
- 17.7 The Client is obliged to inform Atlantic in writing of any change to his personal details, including changes of address, telephone number and bank details and for Commercial Clients, commercial changes, such as company name and legal status. The Client is liable for any potential consequences of the non-provision or untimely provision of amended details.

Article 18 Final provisions

- 18.1 The nullity or voidability of any clause within these terms and conditions or of contracts to which these conditions apply, are without prejudice to the remaining clauses. Atlantic and the Client are bound to replace clauses which are null or void with valid clauses which have the same meaning, insofar as this is possible, as the null or void clauses.
- 18.2 In the event of conflict between the clauses of the various documents which together constitute the entire contract between the parties, the following ranking applies, in which the clauses contained in the higher-ranking document prevail over the clauses in the lower-ranking document:
1. contract
 2. product conditions
 3. general terms and conditions
- 18.3 The place of implementation is considered to be the place where Atlantic is established.
- 18.4 The Law of the Netherlands applies exclusively to all contracts entered into by Atlantic.
- 18.5 All disputes between Atlantic and the Client shall be judged exclusively by the competent court in the district of Roermond, the Netherlands, unless another Dutch court is authorised on the grounds of peremptory law. In Contrary to this, Atlantic is authorised to apply to the court in the Client's residence/registered domicile.