

Article 1 Definitions

A&B Groep B.V.: *A&B Groep*, having its registered office in Roosendaal and its principal place of business at Vlierwerf 3 C, 4704 SB Roosendaal, listed in the Commercial Register of the Chamber of Commerce (24297399) in Breda.

Prospective Client: A party that requests or has requested the provision of services from A&B Groep.

Client: A party with whom A&B Groep has entered into an agreement in respect of the provision of services.

Services: The (Telecommunications) services and facilities, supplied by A&B Groep to its Clients in accordance with the agreement.

General Terms and Conditions: The present terms and conditions in respect of the provision of services by A&B Groep.

Working days: Monday to Friday inclusive, excluding official public holidays.

Article 2 General

2.1 These terms and conditions shall apply to all requests made by, quotations provided to and agreements with Clients in the event that and in so far as not explicitly determined otherwise in writing by the parties. Purchase and/or other terms and conditions on the part of the Client shall expressly not apply.

2.2 The Client agrees that these General Terms and Conditions shall also apply to any future agreements between A&B Groep and the Client.

2.3 The provisions of any agreement concluded separately shall prevail over these General Terms and Conditions.

2.4 In the event that any of the conditions appear to be invalid, the other terms and conditions shall remain in force. An invalid condition shall be replaced with a condition that corresponds as closely as possible to the original, which shall be applied in its place.

Article 3 Agreement

3.1 Services may be requested by telephone, by e-mail or in writing. The Prospective Client will subsequently receive a quotation. These Terms and Conditions may be printed on the reverse of the quotation, however in any event will be made available to the Client no later than the time at which the agreement is concluded. The agreement shall come into effect as soon as it has been signed by both parties.

3.2 Offers and quotations in respect of services shall be entirely free of obligation and may be withdrawn by A&B Groep up to two working days following acceptance.

3.3 A&B Groep shall be entitled to request the Client for the following information:

a) At the request of A&B Groep, natural persons must submit proof of identity as referred to in the Compulsory Identification Act [*Wet op de identificatieplicht*] and proof of a permanent or temporary address in the Netherlands.

b) Companies, foundations or associations must produce an extract of their registration at the Chamber of Commerce or Register of Foundations that is no older than three months.

c) In the case of a request submitted on behalf of another person or an institution or on behalf of a company, A&B Groep may request the representative for proof of identity.

d) A&B Groep may check the creditworthiness of the Prospective Client prior to accepting the agreement.

3.4 A&B Groep shall be entitled to refuse a request in the event that:

a) The Prospective Client does not have legal capacity to act;

b) A&B Groep has reasonable doubt with regard to the creditworthiness of the Prospective Client;

c) A deposit or security required by A&B Groep has not been

paid or a direct debit mandate has not been submitted;

d) It is likely that the Prospective Client will not meet the General Terms and Conditions.

Article 4 Services

4.1 A&B Groep shall use its knowledge and experience to provide the Client with the services offered in the Agreement to the best of its ability and shall provide clients with information in respect of relevant developments in relation to the services. Clients may approach the A&B Groep management at any time with questions, complaints and comments in this regard.

4.2 A&B Groep shall be entitled to suspend or cease services without prior warning and with immediate effect in the event that:

a) The Client fails to comply with any of the obligations in the Agreement or in these General Terms and Conditions.

b) There are legal grounds for force majeure, notwithstanding the right of A&B Groep to have the Client pay for services that have already been provided and the right to suspend the (further) performance of the agreement.

4.3 A&B Groep may set the Client further deadlines or conditions before continuing to provide services.

Article 5 Rates

5.1 A&B Groep shall charge the Client fees in accordance with the agreement in respect of the services included in this agreement. A&B Groep shall be entitled to charge fees in respect of activities that are not included in the standard service provision.

5.2 Unless expressly stated otherwise, all rates stated by A&B Groep shall be exclusive of VAT.

5.3 A&B Groep shall be entitled to change its rates.

5.4 In the event that the Client is receiving an additional discount as a result of membership of an association and/or organisation, or

as a result of a special arrangement, and the conditions agreed are not met, A&B Groep shall be entitled to cancel the additional discount and to reclaim any excess discount granted.

Article 6 Payment

6.1 A&B Groep shall charge the Client fees by means of an invoice, plus statutory taxes and any other government levies imposed.

6.2 Unless expressly agreed otherwise, the payment term shall be 10 days.

6.3 The information registered by A&B Groep regarding the services and the use of these shall be binding unless there is evidence to the contrary.

6.4 In the event that the Client believes that the invoice amount is incorrect, he or she must inform A&B Groep of this in writing within 10 days of the invoice date. Payment obligations may only be suspended following written permission from A&B Groep.

6.5 In the event that following investigation it appears that the objection is unfounded, A&B Groep shall be entitled to charge the Client for any costs incurred.

6.6 In the event that the Client has not paid on time, he or she shall be in breach without further notice of default. In this case, all amounts owed by the Client to A&B Groep shall be immediately due and payable. A&B Groep shall be entitled to compensation for interest of 1% per month in respect of the total outstanding balance and to compensation of the costs incurred for the purpose of recovering the outstanding amounts. In addition to this right, A&B Groep shall also be permitted to cancel any discounts granted, so that the entire amount becomes due and payable.

6.7 Any costs incurred with third parties by A&B Groep on behalf of the Client shall continue to be due and payable, also in the event of any dispute between the Client and the third party.

Article 7 Liability

7.1 A&B Groep shall not be liable for any damage arising as a result of the failure to function or poor functioning of its services, unless this concerns an intentional act or gross negligence.

7.2 In the event that A&B Groep is liable as result of an attributable failure, said liability shall be limited to direct damages. Liability for any form of indirect or consequential damages, loss of profits, or damages as a result of personal accidents shall be excluded. Compensation for damages shall take place up to a maximum of the net amount of the last invoice paid by the Client.

7.3 All claims for compensation in respect of damages must be reported to the counterparty at the latest within 4 weeks following the date on which the damage occurred. Failure to do so shall render these agreements null and void.

7.4 The Client shall indemnify and continue to indemnify A&B Groep against any claims from third parties for compensation in respect of damages relating to the performance of the Agreement.

Article 8 Obligations arising for the client

8.1 The Client shall undertake to perform the Agreement with due observation of the interests of the A & B Group. The Client shall not obstruct A&B Groep in the provision of its services in any way.

8.2 The Client shall provide A&B Groep with any information it requires in order to perform the agreement and maintain the services.

Article 9 Personal data

9.1 A&B Groep shall compile no more personal details than are necessary in order to provide services and ensure the proper operation of A&B Groep. The data compiled shall only be used for the purpose of managing the operations of A&B Groep. Operations shall also be understood to include direct

marketing carried out by or on behalf of A&B Groep.

9.2 Data shall not be stored for any longer than necessary for the management of operations or required in accordance with statutory regulations or competent authorities.

9.4 A&B Groep shall be entitled to incorporate the Client's data (including data in respect of the use of and payment for A&B Groep's services) in a file.

9.5 A&B Groep shall ensure that personal data is protected by means of taking measures of an organisational and technical nature.

Article 10 Contract takeover

10.1 Rights and obligations arising from the Agreement may not be transferred by the Client without the prior written consent of A&B Groep.

10.2 The Client shall grant A&B Groep permission and cooperation in advance in respect of the full transfer of the rights and obligations in the Agreement to a third party in so far as such transfer is necessary in the context of a corporate takeover or in so far as A&B Groep is acting as guarantor in the performance of the agreements concluded with the Client.

Article 11 Duration and termination

11.1 The Client shall be entitled to terminate the agreement in writing, duly signed, at any time with due observance of a minimum period of 3 months before the end of the current contract period. Any fees payable to A&B Groep arising from the agreement shall be calculated for the entire contract period in which termination takes place.

11.2 The duration of the agreement shall be laid down in the agreement. At the end of the contract period the agreement shall be tacitly extended each time for the same period, unless agreed otherwise.

11.3 Either party shall be entitled to terminate the agreement with immediate effect and without any judicial intervention in the event that:

- a) Following notice of default, the counterparty continues to fail to meet one or more of the obligations in this agreement.
- b) The counterparty has been declared bankrupt or has been granted a moratorium on payments.
- c) The counterparty dies or is placed under guardianship.

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Article 12 Applicable law and jurisdiction

12.1 The General Terms and Conditions and all agreements, quotations and invoices issued by A&B Groep shall be subject to Dutch law.

12.2 Unless agreed otherwise by A&B Groep and the Client, all disputes arising from these General Terms and Conditions or from the agreement shall be adjudicated by the competent court in Breda.

Article 13 Changes to the General Terms and Conditions

13.1 A&B Groep may make changes to the general terms and conditions. Any changes shall take effect fourteen days after notification unless another date is stated.

13.2 Changes may be announced on the invoice, together with an address from which a copy of the amended terms and conditions may be requested free of charge. The current general terms and conditions can be consulted on or downloaded from www.cMerge-it.nl. The Client must consult this website on a regular basis, which means that it shall be assumed that the client is aware of the current general terms and conditions. The applicable version of the general terms and conditions shall appear on A&B Groep's website.

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