

Terms and Conditions of Sale

All agreements shall be governed by the present Terms and Conditions of Sale. Any deviations from these Terms and Conditions of Sale can be accepted only by written consent. In the event that the parties have signed a written agreement or an order confirmation, these Terms and Conditions of Sale shall complement the written agreement or the order confirmation in question. In case of discrepancy, the written agreement or the order confirmation shall take precedence over the Terms and Conditions of Sale. An order shall be accepted only when it is confirmed by an order confirmation. All sales agreements are assumed to have been drawn up in Louvain, Belgium. In the event that the goods are supplied with software or firmware, their sale shall be interpreted as the "licensing" of the software or firmware. Such licensing is non-exclusive and non-transferable.

**ARTICLE 1: DELIVERY – INSTALLATION – ACCEPTANCE**

1.1 The equipment and services will be delivered by Arcadiz Telecom at the location and at the time specified in the order confirmation. The agreed deadlines for delivery and/ or services and lead times are indicative and in no way binding for Arcadiz Telecom. No delay shall entitle the customer to claim compensation or to terminate the sales agreement. Arcadiz Telecom shall not be held liable for damages in any form or for fines of any nature caused by a delayed delivery or the delayed execution of services.

The requested delivery date of the goods or of the services shall not be later than 3 months from the date of the order. Delivery shall be considered as completed from the moment of the arrival of the goods at the delivery address, according to the incoterms described in the order confirmation.

1.2 At the written request of the customer, Arcadiz Telecom will foresee the installation of the purchased goods or if this is included in the order or order confirmation. By "installation" is understood that Arcadiz Telecom will place, connect and if necessary configure the equipment so that the agreed protocol can be implemented. The audit or improvement of the existing network infrastructure (HW/SW) is not included in the installation and will be invoiced separately. Installation and transportation costs are not included in the sales price. These costs will be charged at the rates effective at that time, as described in the order confirmation. If the location and date of the installation should differ from the location and date of delivery, the location and date of installation described in the order confirmation shall be applied. The customer shall designate a contact person who will be able to provide all necessary information in order to guarantee the successful execution of the installation and who will be present during the installation.

1.3 The agreements are drawn up taking into account all information supplied by the customer with regards to his network infrastructure (HW/SW). If, at the time of installation, the network infrastructure (HW/SW) should deviate from that originally communicated by the customer, all extra costs resulting from this will be charged to the customer. The number of cables, attenuators and assembly materials specified in the offer are informative. If additional materials are required at the time of installation, these will be charged to the customer.

1.4 The customer shall take all necessary steps to ensure that the space and infrastructure is ready for the installation of the materials and/ or services at the latest two days before the foreseen date of installation. This means that the physical data lines (optical, galvanic and/ or wireless), the telephone, VPN and other communication lines have been sufficiently tested and are ready to use and connected to the or into the rooms where the equipment is to be set up; that all peripheral equipment, such as servers, routers, switches and other equipment that does not belong to Arcadiz Telecom, is provided and ready for use so that on-line installation is possible. The customer must ensure that there be sufficient space and access available and that security is guaranteed. The customer must also ensure that the installation can be carried out in optimal climatic conditions and that a sufficient number of electrical and optical connections be present, in accordance with local requirements. Arcadiz Telecom shall, upon request, provide the customer with all necessary directives and guidelines. This list of customer responsibilities is non-exhaustive. All subsequent work activities and travel expenses will be charged to the customer if the conditions stipulated in this article have not been met at the time of installation.

1.5 If the customer should request that Arcadiz Telecom install the equipment without the presence of peripheral equipment such as switches, routers, storage systems, video equipment and other equipment that does not belong to Arcadiz Telecom and if the installed equipment is tested by Arcadiz Telecom using a test-set, then the installation will be considered successful. Any additional travel and intervention costs deemed necessary by Arcadiz Telecom in order to connect the installed equipment on-line with the peripheral equipment are not included in the installation costs as defined in the order confirmation and will be invoiced separately to the customer. These installation costs will be calculated according to an hourly rate. The travel expenses will be charged "at cost".

1.6 Following the installation of the equipment and the delivery of the services by Arcadiz Telecom a statement of acceptance will be signed by the customer wherein it is stated that the equipment and the delivered services comply with what was ordered by the customer, that they do not manifest any defects and that the installation was brought to a successful conclusion. In the event of the customer or third parties undertaking the installation themselves, then the statement shall be signed upon delivery of the equipment.

1.7 If no statement of acceptance is signed, it shall be assumed that the customer accepts the conformity of the equipment and of the services delivered, the absence of defects and the successful completion of the services by Arcadiz Telecom, unless he informs the latter in writing within 10 days following the delivery or installation that the equipment does not comply with what was ordered, or that the equipment manifests defects or that the services provided by Arcadiz Telecom were not carried out properly.

1.8 The commercial use of the equipment by the customer means an automatic acceptance by the on his part.

**ARTICLE 2: CUSTOMER RESPONSIBILITIES**

The customer hereby undertakes the following:

- to provide the number of the agreement, if he should contact Arcadiz Telecom;
- in the event of the products not being installed by Arcadiz Telecom, to connect and install these products according to the recommended instructions and to not make any changes to them;
- to dispose of sufficiently powerful and extensive hardware according to the recommended guidelines in order to be able to guarantee the further correct functioning of the Firmware and of the Firmware updates in his environment. The customer is aware of the fact that future Firmware updates could mean the need for the extension or modification of his hardware, and that the modification of the hardware can make the installation of a new version obligatory, the costs of which will be borne by the customer;
- not to carry out or have any modifications to the Firmware carried out;
- to report any problems about the products as quickly as possible;

- to provide Arcadiz Telecom with all of the information and to grant permission to consult/ use all of the information needed for the execution of the present agreement;
- to communicate the names and all other useful information (such as telephone numbers, ...) of the designated contact persons.

If the above-mentioned conditions are not met, Arcadiz Telecom will in no way be obligated to proceed to the delivery, unless otherwise agreed.

**ARTICLE 3: FEES AND TERMS OF PAYMENT**

3.1 The fees in favor of Arcadiz Telecom are always stated excluding taxes. VAT or any other taxes or government surcharges applicable at the time of invoicing shall be at the customer's expense and as such added to the fee.

3.2 The fees, plus taxes, will be paid by the customer within thirty days of the invoice date.

3.3 Arcadiz Telecom has the right to apply multi-part invoicing and this for both the equipment and the services.

3.4 The invoicing of the maintenance fees as defined in the Service Agreement or order confirmation for the initial period shall occur together with the invoicing of the purchase and/ or installation of the goods.

3.5 Following the initial period, the fee will be payable annually and will be invoiced in advance. For equipment for which the initial period expires during the current calendar year, a pro-rata amount will be charged up until the end of the calendar year. Invoicing occurs at the beginning of the respective calendar year.

3.6 Payments will be made via bank transfer into the bank account of Arcadiz Telecom stated on the invoice. Compensation payment is not permitted. All invoices are payable to the business offices of Arcadiz Telecom in 3001 Heverlee.

3.7 Every amount outstanding on the due date will, without prior notice and ipso jure, be subject to a conventional surcharge equal to the interest rate defined in art. 5 of the Law on Arrears + 3% and will be of at least 12%, and also to a fixed compensation for the recovery costs, with the exception of the legal recovery costs, of 10%, with a minimum of 50,00 euro per invoice.

3.8 Arcadiz Telecom reserves the right, in the event of non-payment by the customer, to put a stop to any further deliveries and services and to consider the agreement, ipso jure and without prior notice, as terminated in its whole or for the parts not yet executed.

3.9 All agreed upon fees (man-hours, rents and equipment prices) revised annually on January the first of each year according to the following price revision formula, to be immediately applied:  $P = P0 * [(0,8 * S/S0) + 0,2]$

where: P = revised price; P0 = original price; S0 = reference hourly wage (country average for more than 10 employees) according to the Agoria index applicable 10 days prior to the date of the order confirmation; S = the same reference hourly wage (country average for more than 10 employees) according to the Agoria index applicable at the start date of the monthly payment period.

3.10 The customer accepts electronic invoices, unless he notifies Arcadiz Telecom in writing within 1 week of receipt of the electronic invoice that he cannot accept the invoice for specific reasons.

**ARTICLE 4: WARRANTY**

4.1 During a warranty period of 12 months Arcadiz Telecom guarantees that the equipment, excluding the software, is free of defects. The warranty period begins on the date of the delivery or the date of the installation, providing the installation is carried out by Arcadiz Telecom. The warranty only applies if the defects are reported in writing within this period of 12 months.

4.2 The obligations of Arcadiz Telecom with regards to this warranty are limited to the provision of services mentioned in the service agreement signed by both Arcadiz Telecom and the customer. If no such service agreement has been signed, then the warranty is limited to parts and hourly labor costs for repairs, provided that the repairs are carried out under the supervision of Arcadiz Telecom and excluding the cases defined in article 11 exclusions to these conditions. In the event that the customer is unable to bring the defective equipment to Arcadiz Telecom himself, travel costs, replacement parts and the hourly labor costs for the work carried out by Arcadiz Telecom will be charged to the customer at the prices applicable at that time.

4.3 If the customer so chooses, Arcadiz Telecom can provide "Advanced Replacement" of the equipment in order to bridge the repair time, which will be charged at a to be agreed upon price.

4.4 Latent defects in the equipment must be communicated to Arcadiz Telecom by registered letter within 5 business days following the detection of the defect. Arcadiz Telecom then has the right to either repair the defective equipment or to have it partially or completely replaced.

Under no circumstance shall the warranty entitle the customer to any compensation claim or to demand the termination of the agreement. In the event that the latent defect should make the repair or replacement of the equipment impossible, the agreement can be terminated by means of a written request from the customer but without any form of compensation for the customer.

4.5 The above mentioned warranty shall not be applicable if the non-functionality of the equipment is the result of an error or of misuse on the part of the customer or of third parties, including the excess of the sensitivity of the optical receiver. The warranty shall not be applicable for the repair of defects or malfunctions that are a result of the customer's electrical installation or of the quality of the local telecom lines or defects caused by faulty material that was not delivered by Arcadiz Telecom, or caused by events of force majeure such as fire, flooding, lightning, collapse of buildings, etc. Furthermore, no resort can be had to the warranty in the event that the delivered equipment or software has been modified by the customer or third parties or incorporated into other equipment or software, unless otherwise agreed upon in the order confirmation.

**ARTICLE 5: MAINTENANCE**

5.1 The customer can call upon the services of Arcadiz Telecom for the maintenance of the equipment based on a signed agreement (= service agreement). If such an agreement has not been signed, then Arcadiz Telecom is in no way obligated to provide maintenance for the purchased equipment. Upon acceptance by Arcadiz Telecom of such a request, these costs will be charged at the rates applicable at that time, as described in the order confirmation.

5.2 Arcadiz Telecom undertakes to provide the services described in the service agreement for the purchased products, for which the product description and serial number can be found on the respective invoices and delivery notes, according to the conditions of this service agreement and the information mentioned in the "site survey" and provided that the requirements regarding software and firmware versions supported by Arcadiz Telecom are met.

5.3 Arcadiz Telecom reserves the right to have the services described in the service agreement be preceded by an inspection of the customer environment. The modalities of such an inspection shall be jointly agreed upon.

5.4 This agreement can in no way be equated with an insurance policy. The agreed upon fees are exclusively based upon the value of the services proposed through this agreement. Under no circumstance does this agreement foresee a warranty for any damages that the customer should suffer in the event of force majeure (disasters, fire, lightning...).

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### ARTICLE 6: LIABILITIES OF ARCADIZ TELECOM

6.1 Arcadiz Telecom shall use all necessary means in order to provide equipment and services according to the best practices as they exist at the time of the delivery of the service. Arcadiz Telecom's commitments must be qualified as obligations of means.

6.2 The contractual and extra-contractual liabilities assumed by Arcadiz Telecom (including the gross negligence and willful misconduct of the employees and executing agents) is explicitly limited to an amount equal to the total sales price, as defined in the order confirmation, with a maximum of 25.000,00 euro (twenty five thousand euro).

6.3 Arcadiz Telecom shall under no circumstance be held liable for indirect damage such as financial damage, commercial damage, production losses, for loss of profit or income or for loss of information. It shall be incumbent upon the customer to store his information in a sufficiently efficient manner and to ensure the necessary "back-ups".

6.4 All claims for indemnification filed against Arcadiz Telecom must be notified in writing to Arcadiz Telecom within eight days of the observation of the damage, on pain of their lapsing.

6.5 Arcadiz Telecom can never be held responsible for death or personal injury.

6.6 In what concerns Software, Arcadiz Telecom shall not be held liable for the compensation of any damage, direct or indirect.

6.7 Upon use of a back-up for rented line applications, the unguarded use of such a back-up can lead to communication costs. It is incumbent upon the customer to take the necessary precautions for the use of such a back-up. Arcadiz Telecom has no control over this and accepts no liability in such a case.

### ARTICLE 7: FORCE MAJEURE

7.1 Neither party shall be held liable for the delay or non-fulfillment of commitments under this agreement or any ensuing agreements, if these are caused by circumstances beyond the reasonable control of said parties (including social disturbances such as strikes, ...).

7.2 The responsibilities of both Arcadiz Telecom and the customer within the frame of this agreement will be deferred for as long as their execution is delayed, hampered, or rendered impossible by such circumstances.

7.3 If a supplier of Arcadiz Telecom should put a stop to the delivery of his equipment or services, or if this service is no longer possible because of third parties, then Arcadiz Telecom shall, together with the customer, look for a suitable alternative, which is both technically and economically in line with the original service and with which both parties can agree. If no common agreement can be reached over a suitable alternative then both parties shall consider this a case of force majeure.

### ARTIKEL 8: CANCELLATION OF THE ORDER – POSTPONEMENT OF DELIVERY

8.1 If the customer should partially or wholly cancel the order after a period of eight days following the placement of the order, then Arcadiz Telecom shall be entitled, without prior notice and ipso jure, to demand compensation for breach of contract for an amount equal to 50% of the value of the price of the cancelled order. The order can no longer be cancelled once the equipment is in production, the delivery has been partially or wholly made or the assignment has begun.

8.2 If the customer should wish to postpone the delivery for a period exceeding one month and if this should be accepted by Arcadiz Telecom, or if the customer should not meet his obligations according to the guidelines in the present agreement and by doing so causes the delay of the delivery for more than one month, Arcadiz Telecom shall be entitled to install the equipment elsewhere and to demand a prepayment of 50% of the sales price at the moment that the delay is accepted.

A request for postponement is only valid if submitted in writing by the customer at least eight business days prior to the delivery date stipulated in the order confirmation. In the event of postponement of delivery, both parties shall agree to a new delivery date.

8.3 The total period of postponement shall not exceed six (6) months from the date of the order. In the event of the postponement exceeding three (3) months, Arcadiz Telecom shall be entitled to demand compensation equal to 50% of the price of the ordered equipment and services.

### ARTICLE 9: TRANSFER OF RISK AND OWNERSHIP TITLE

9.1 The delivered goods at purchase shall remain the property of Arcadiz Telecom until the total amount of the value of the agreement has been paid into the bank account stated on the invoice. Rented or leased equipment or equipment that is a part of a service shall remain the property of Arcadiz Telecom until notification of a possible purchase option.

9.2 The customer may not sell or pass on the ordered goods for as long as these are Arcadiz Telecom property. The customer shall notify Arcadiz Telecom immediately and in writing in the event of a third party laying claim to the ordered goods.

9.3 All intellectual property and information belonging to Arcadiz Telecom or to its manufacturers, including those included in the equipment or copies or amendments remain the property of Arcadiz Telecom or of its manufacturers.

9.4 Arcadiz Telecom shall transfer the risk of loss at the time of delivery. Partial or total loss of the equipment through no fault of Arcadiz Telecom shall under no circumstance exempt the customer from any of his obligations towards Arcadiz Telecom.

### ARTICLE 10: START DATE AND VALIDITY PERIOD

10.1 Unless otherwise stated in the agreement, the following rules apply with regards to the validity period of the agreement:

The validity period of the agreement is of three or five years, from the defined start date, see order confirmation. Following the expiry date, the agreement will be automatically and tacitly renewed for successive periods of twelve (12) months, unless one of the parties terminates the agreement at least three (3) months before the expiry date by registered letter. Arcadiz Telecom retains the right, after having first informed the customer in writing, to terminate or review the agreement as of the end of the fifth and every successive period of 12 months thereafter from the start date.

10.2 Unless otherwise stated in the agreement, the following rules will apply with regards to the start date of the agreement:

If the products are not installed by Arcadiz Telecom, the start date will apply providing (i) it is demonstrated that the goods are operational and in good working order at the moment of the start date; (ii) Arcadiz Telecom is in possession of the necessary technical information (configuration diagrams, network drawings, serial numbers, exact location of the goods, etc.). The agreement will take only effect when the two above mentioned conditions have been met.

10.3 Unless otherwise stated in the agreement and in so far as the agreement can be terminated unilaterally by the customer, the latter will owe a termination fee equal to the sum of all of the remaining amounts which would normally be owed until the expiry date.

### ARTICLE 11: EXCLUSIONS

11.1 In the event of the non-functioning or malfunctioning of the goods due to:

- misuse or abnormal use and/or installation by the customer or third parties,
- negligence or neglect during use by the customer or third parties (such as modem in 380 V, pouring of liquid, excess of the sensitivity of the optical transceiver, ...),
- cut lines (electrical, optical, telephone lines), disturbances in the air conditioning, poorly working electrical sockets, storms, lightning, flooding and all other causes unrelated to the goods, inappropriate environmental factors such as high humidity, abnormal temperature, abnormally high presence of dust,

- the moving of the equipment, repairs or modifications carried out by the customer or third parties without the prior and written permission of Arcadiz Telecom,

OR 11.2 in the event of Arcadiz Telecom being requested to carry out services on products that are not included in the scope of this agreement, Arcadiz Telecom retains the right to invoice the costs hereunder to the customer (amounts exclusive VAT):

- the costs are fixed at the amount of 1050 euro per day within the Benelux. One day is a total of maximum of 8 hours. Travel times are included in these 8 hours. These costs are valid for activities carried out during business days (not on Saturdays) from 9:00 to 17:00 h. Overtime and Saturday work until 22:00h: + 75%. Saturdays from 22:00h onwards, Sundays and legal holidays: + 200%. Arcadiz Telecom reserves the right to adapt these rates, following the prior information of the customer and for the duration of the agreement.

- the costs of the spare parts and hourly wages in the case of the repair of the defective products. The delivery, repair and/or replacement of consumables (dust filters, patch cords, attenuators, ...) are not covered by the present agreement.

11.3 In the event of extra costs being charged that are the result of the situations mentioned in article 11.1 and 11.2, Arcadiz Telecom shall inform the customer of this eight days in advance.

### ARTICLE 12: EXPORT

The equipment delivered by Arcadiz Telecom shall not be re-exported without the express permission of Arcadiz Telecom.

### ARTICLE 13: TERMINATION

Arcadiz Telecom has the right to terminate the agreement or to suspend its responsibilities, ipso jure and without notice of default in the following cases:

- should the customer fail to meet or insufficiently meet the responsibilities arising out of this agreement;
- should the execution of Arcadiz Telecom's responsibilities be subject to delays that are the direct consequence of the actions or negligence on the part of the customer or of the implementation by third parties involved by his doing;
- should the customer file a request based on the Continuity of Enterprises Act, be declared bankrupt or involved in a settlement.

### ARTICLE 14: CONFIDENTIALITY

Both parties undertake to not disclose any information to third parties concerning the techniques used, the work methods, the knowhow, the price fixing, etc., that they should have received in the course of the execution of the agreement, unless this information: (i) was disclosed to the public without any intervention or fault from the receiving party, (ii) was known by the receiving party before it was communicated by the party who gave the information, (iii) was obtained by the receiving party lawfully by a third party, who is not bound by a similar confidentiality clause.

He undertakes for the execution of the agreement to only involve the persons necessary and to subject them to the same confidentiality clause.

### ARTICLE 15: NON RECRUITEMENT

The customer hereby undertakes not to hire any employees or self-employed colleagues of Arcadiz Telecom involved in the execution of the agreement, and this in a direct or indirect manner, unless prior permission has been granted to do so. This obligation shall remain valid for a period of one year after the termination of the agreement. If the customer should not respect this obligation, Arcadiz Telecom shall be entitled to demand compensation equal to the value of one (1) year's gross salary of the employee in question.

### ARTICLE 16: TRANSFER

The customer may only transfer the rights and obligations arising from this agreement to a third party after prior written agreement from Arcadiz Telecom.

### ARTICLE 17: PLACE OF RESIDENCE – JURISDICTION – APPLICABLE LAW - LANGUAGE

17.1 The service of documents as well as any other notification to Arcadiz Telecom shall only be valid if made to the address of its Company Headquarters in 3001 Leuven, Interleuvenlaan 17. The parties shall undertake to communicate any change of their registered offices and/or business address by registered letter. In the absence of the above, documents and written notices can only be serviced at the last known address. The service of documents and all other notifications to the customer shall only be considered legal if they are corresponded to the address of the parties as stated on the order confirmation or service agreement.

17.2 The parties shall submit all disputes concerning the execution and interpretation of the present agreement before the Courts of the district of Louvain or the Cantonal Judge of the district of Leuven and only they shall be competent to judge the affair in question.

17.3 All agreements with Arcadiz Telecom are governed by Belgian Law.

17.4 Both a Dutch and French version of these General Terms & Conditions are available on request. However, the Dutch version shall always prevail over the translated versions. If the customer does not request a translation in writing then it shall be assumed that he accepts and understands the Dutch version.

These Terms & Conditions of sale contain 17 articles.

This version replaces all previous editions.