

1. Object of the Agreement

1.1. These General Terms and Conditions apply to the rental from Proximus public limited company of Belgian Public Law, hereafter referred to as "Proximus" of Basic Telephones and accessories therefor.

For the purposes of this Agreement, Basic Telephone means an analog telephone unit rented by a Customer for the term specified in Article 2 and which is not intended, per se, for connection to a domestic PABX (Private Automatic Branch Exchange).

Proximus rents the Basic Telephone described on the bill to the Customer and provides technical support therefor in accordance with these General Terms and Conditions.

1.2. Proximus reserves the right to change these General Terms and Conditions. Proximus must inform all customers concerned of any such changes by all appropriate means. Any change to these General Terms and Conditions must be notified to customers at least one (1) month prior to the date on which it comes into effect. Any change to a rate must be notified at least fifteen (15) calendar days before it comes into effect.

Customers who reject any such change shall have a maximum of seven (7) calendar days from notification thereof in which to terminate the Agreement in accordance with Article 11.2 hereunder.

2. Termination, entry into effect and term of the Agreement

2.1. The contract is concluded for an initial term as indicated in the Contract but with a minimum of one (1) year. Unless the Customer cancels - at the very latest one (1) month before the expiry of the initial period - this contract will be tacitly renewed for an unspecified period.

2.2. It comes into effect on the day on which the Basic Telephone is collected from a Proximus sales outlet or, where appropriate, on the date it is delivered by Proximus.

3. Delivery - installation

The Basic Telephone may be collected from any Proximus sales outlet or be delivered by an appropriate means, at the Customer's expense.

The Basic Telephone is, in principle, installed by the Customer. If any accessories (outlets, bells, etc.) are installed by Proximus, the Customer will be charged the installation and call-out charges then in effect and set out in the list of rates and prices.

4. Technical support

4.1. The Customer must report any malfunction as soon as it is detected. Proximus will make every endeavor to ensure that any Basic Telephone that malfunctions is repaired and/or replaced as quickly as possible. Proximus has sole discretion as to the repairs to be undertaken to return the Basic Telephone to proper working order.

4.2. Technical support is provided by Proximus during normal service hours and is covered by the rental charge referred to in Article 6 of these General Terms and Conditions. Any operations carried out by Proximus outside normal service hours are billed at the rates and are subject to the terms and conditions then in effect. The Customer may return a defective Basic Telephone to Proximus, in its original packaging or other packaging providing equal protection, insofar as the Basic Telephone has not become a fixture. The Basic Telephone is repaired or replaced, depending on nature of the malfunction.

4.3. If the Basic Telephone cannot be repaired and a replacement unit of the same type is no longer available on the market, the Customer may either opt for another type of rental telephone and pay the rental charge that applies to the other unit or terminate the rental contract in accordance with Article 11.

4.4. The technical support covers labor (excluding any call-out charges for travel to and from the installation address) and spare parts

4.5. Under no circumstances does the technical support cover repairs of any damage resulting from the use of the Basic Telephone for purposes other than those for which it was intended. Nor does the technical support cover the repair of damage caused by humidity, accidental damage, damage resulting from power surges, lightning and force majeure.

5. Rental charge

The rental charge is indicated on the bill. All charges, including installation and delivery charges, VAT and all other taxes applicable when the bill is issued, are payable by the Customer.

6. Billing and payment

6.1. The rental charge is payable every two months in advance unless Proximus and the Customer have agreed to monthly billing. The rental charge is payable from the date on which the Basic Telephone is provided to the Customer and is indicated on the bill sent to the Customer or the third-party payer designated by him/her.

6.2. The designation of a third-party payer does not exempt the Customer from the obligation to pay should the third-party payer default. If the Customer fails to pay the rental charge by the due date, Proximus reserves the right, ipso jure and without prior notice, to charge interest on arrears calculated at the legal rate plus 5%, and amounting to not less than 12%.

7. Property rights

7.1. The Basic Telephone is the property of Proximus. The Customer must not, therefore, assign or dispose of it in any way whatsoever. The Customer must not transfer, sub-lease, transform, deposit or pledge as security, or lend the Basic Telephone to a third party in any way whatsoever. Proximus remains the holder of all intellectual property rights in respect of any patents, drawings, models, software and firmware.

7.2. If the Basic Telephone is seized or otherwise claimed by a third party, the Customer must inform Proximus immediately and notify the party making the claim that the telephone is Proximus property. Should the Customer transfer his/her business or pledge it as collateral, he/she must take the necessary measures to ensure that the Basic Telephone does not form part of the transfer or collateral, and must ensure that the transferee or creditor concerned is informed in a timely manner that Proximus is the owner of the telephone concerned.

7.3. The standard version of the Basic Telephone software (or firmware) is provided by Proximus where appropriate and the Customer is granted a simple, non-exclusive and non-transferable right to use the software and any other software provided separately. The Customer hereby explicitly acknowledges that all such software contains technical and confidential information that are the property of Proximus or its supplier. The Customer must not replicate copy or exchange the software and shall preserve its confidential nature. Any additional software provided is subject to the General Terms and Conditions accompanying the software on delivery or set out in a licensing agreement.

8. Liability

8.1. From entry into effect and for the full term of the Agreement, the Customer, in his/her capacity as custodian of the Basic Telephone, is liable for any damage thereto.

For the same term, the Customer is also liable for any damage, loss, theft or destruction of the Basic Telephone, irrespective of the cause, that is not attributable to a fault on the part of Proximus.

If the Basic Telephone operates poorly or fails to operate, Proximus liability is limited to its repair or replacement. Under no circumstances is Proximus liable for any loss of production, loss of earnings, loss of contracts or any other indirect or immaterial damage sustained by the Customer.

8.3. Proximus is not liable for any direct or indirect damage whatsoever attributable to the software delivered with or installed in the Basic Telephone.

9. Customer obligations

9.1. The Customer hereby undertakes to use the Basic Telephone with due diligence for its intended purpose and to maintain it in perfect order.

9.2. The Customer hereby undertakes not to effect any change, addition or repair to the Basic Telephone.

10. Transfer of the Agreement

10.1. The Customer may only transfer the Agreement to a person

domiciled or residing at the same address. The transferor and the transferee must both agree to the transfer and this must be confirmed to Proximus in a document bearing both their signatures.

10.2. In the event of the death of the Customer, the contract shall continue to form part of the estate until it is terminated or transferred to an heir, legatee or person also domiciled or residing at the same address as the deceased.

10.3. The transfer is free of charge and includes the transfer to the transferee of all rights and obligations arising from the Agreement.

11. Termination

11.1. The Customer may terminate the Agreement at any time after the minimum term specified in Article 2 and subject to notice of one (1) month being served. This notice must be served on Proximus by registered letter or in person at a Proximus sales outlet.

11.2 During the initial term, Proximus may ipso jure impose a penalty for breach of contract in the event of premature termination of the Agreement. This penalty consists of a flat-rate indemnity irrevocably set at a hundred percent (100%) of the rental charges payable until the normal expiry date for the Agreement. This penalty is not payable if the Basic Telephone is purchased (which is only possible with certain specific telephones) nor if the Agreement is terminated pursuant to Articles 1.2 pr 4.4 of these General Terms and Conditions.

11.3. In the event of failure by one of the parties to fulfill its obligations, the other may terminate this Agreement, ipso jure, even during the initial term. Termination only comes into effect if the party at fault fails to rectify the situation within fifteen (15) calendar days of notice being served by registered letter. Proximus reserves the right, ipso jure, to impose the penalty for breach of contract specified in Article 11.2 if the Agreement is terminated as a result of a fault on the part of the Customer.

12. Return of the Basic Telephone

12.1. When the Agreement comes to an end, irrespective of the reasons therefor, the Customer must return the Basic Telephone to a Proximus sales outlet within three working days.

12.2. If for any reason whatsoever, the Basic Telephone is not returned within fifteen (15) working days after the termination of the agreement, the residual value is billed to the Customer.

12.3. Proximus reserves the right to demand compensation should the Basic Telephone returned show signs of damage that is not covered by the technical support provided under this Agreement.

13. Complaints to Proximus

The Customer must contact the local Proximus service in the event of difficulties with respect to implementation of this Agreement. The address and telephone number for this service are given in the information pages of the telephone directory.

14. Complaints to the Ombudsman's Service

The Customer may contact the Telecommunications Ombudsman's Service, an arbitration service completely independent of Proximus that handles customer complaints about Proximus activities.

The address and telephone number of the Telecommunications Ombudsman's Service can be found in the information pages of the telephone directory. Proximus also provides these details to customers on request.

Complaints are only admissible if submitted in writing. Customers may however telephone the Ombudsman's Service to obtain all the relevant information.

A complaint is only admissible if the Customer can show that he/she first took the necessary steps via Proximus.

The Telecommunications Ombudsman's Service is under no obligation to handle complaints relating to facts that took place more than one year prior to the submission of the complaint.

The Ombudsman's Service will cease to investigate a complaint if it is brought to court.

15. Legal recourse

The Brussels lower courts have sole jurisdiction for any claims or disputes relating to the interpretation or performance of the Agreement.

16. Applicable law

The provisions of the Agreement are governed by Belgian law