

Telenet Business Mobile – Hardware Shop

General

All orders and sales via the 'Shop for Devices' webshop available via the Telenet Business Mobile Portal ('**Hardware Shop**') are governed by these terms and conditions of sale ('**Sales Conditions**') of Telenet Group NV (with registered office at Liersesteenweg 4, 2800 Mechelen and company number 0462.925.669), acting as seller (hereinafter the '**Seller**').

Only companies that have a contract with Telenet BV for the Telenet Business Mobile service ('**Contract**') (hereinafter '**Customers**') can, during the term of the Contract, order handsets in the Hardware Shop for the end users (employees or staff) of the mobile numbers that have been assigned to the Customer under the Contract. Unless the Seller has given its prior written consent, the Customer may not order more handsets than the number of active mobile numbers under the Contract.

By placing an order, the Customer accepts the applicability of these Sales Conditions.

Acceptance or refusal of the order

By placing an order the Customer commits to purchase the handsets.

After an order is placed, the Seller will review the request. The Seller reserves the right to accept or refuse an order in whole or in part at all times. Possible reasons for not or not fully accepting the order include, but are not limited to: (i) insufficient available stock; (ii) outstanding debts of the Customer to the Seller or a company affiliated with the Seller; and (iii) a negative assessment of the Customer's creditworthiness or risk of fraud (e.g. based on a credit check).

Hereinafter, the term '**Buyer**' refers to a Customer who has placed a valid order in the Hardware Shop that has been accepted by the Seller.

Prices and payments

Unless explicitly stated otherwise in the ordering process and/or the confirmation email, all prices shown are in euros, exclude VAT and include delivery costs and statutory contributions (such as Recupel, Bebat, Auvibel). The prices shown are valid but may be subject to substantive errors and/or oversights.

The Buyer undertakes to pay the total price of the order. If the Buyer has a hardware budget under their Contract, the price will be reduced by the remaining amount of the hardware budget. The hardware budget is not applied to the statutory contributions (such as Recupel, Bebat, Auvibel).

Invoices are sent to the address or email address specified in the Telenet Business Mobile Portal. Each invoice is payable no later than 30 days from the invoice date. In the event of non-payment, the Seller shall be entitled automatically and without formal notice: (i) to charge late payment interest on the outstanding amounts, calculated at the legal rate (in accordance with the Belgian Federal Law of 2 August 2002 on combatting late payment in commercial transactions); and (ii) to charge a penalty of 15% (as compensation for the extrajudicial costs resulting from the non-payment), calculated on the outstanding amounts, with a minimum of EUR 40. Any dispute concerning an invoice (or part thereof) must be submitted to the Seller within one (1) month after the invoice date. After this period the Buyer is irrevocably deemed to have accepted the invoiced amounts.

Execution of the contract

The Seller may use third parties for execution of the contract with the Buyer (e.g. for shipment of the order).

Delivery

Deliveries are only made in Belgium, after acceptance of the order by the Seller. Delivery is made to the address provided via the Telenet Business Mobile Portal, unless otherwise specified during the ordering process.

Unless otherwise agreed, delivery times quoted by the Seller are only estimates. The Seller reserves the right to split the delivery in the case of an order for several handsets.

Even if a binding delivery period has been agreed, in the event of force majeure and/or exceptional circumstances, the Seller shall always be entitled either to suspend delivery until these circumstances no longer exist, or to cancel the sale without being liable to pay any compensation to the Buyer.

The handsets remain the property of the Seller until full payment of the amount owed by the Buyer. The Buyer shall be liable for any loss of and damage to the handsets between the time of actual delivery and the time of full payment.

Defects

The Buyer must check the handset immediately on delivery to ensure that it meets the specifications agreed at the time of ordering.

Any defects must be reported as soon as possible and always in writing:

- within one week after delivery of the handset concerned, in the case of visible defects; or
- within one week after discovery, in the case of hidden defects.

Liability

Regardless of the legal basis of the Seller's liability, the Customer may only claim compensation from the Seller for its direct loss (i.e. not for loss of revenue or profit, loss of anticipated savings, loss of customers or contacts, loss of or damage to data, loss of goodwill or reputation, or any other indirect, intangible and/or consequential loss). The amount that the Seller may be obliged to pay to the Customer shall in any case be limited to twice the price of the handset or handsets concerned.

Privacy

The Seller acts as data controller of the personal data collected in connection with the order placed via the Hardware Shop. Personal data are processed in accordance with Telenet's privacy policy (available via www.telenet.be/nl/privacy).

Changes to the Sales Conditions

The Seller reserves the right to change and/or supplement the Sales Conditions at any time for future orders. The version of the Sales Conditions applicable at the time an order is placed shall continue to apply to that order.

Severability

If any clause of these Sales Conditions should be or become illegal or invalid, all other clauses shall remain in full force.

Applicable law and jurisdiction

These Sales Conditions are governed by Belgian law.

Any disputes concerning orders and/or purchases from the Hardware Shop fall under the exclusive jurisdiction of the courts of Antwerp, Arrondissement of Mechelen.

Complaints

In the event of complaints, the Customer can report them by creating a ticket via the Telenet Business Mobile Portal or by email (b2b@telenetgroup.be).