

Chapter 1: General

Article 1

1.1 The general terms and conditions apply to and are part of all negotiations, offers, quotations, delivery or other (legal) acts, whether oral, written, electronic or in any other form, concerning the delivery by IPS of products and/or services to or for the benefit of the client.

1.2 IPS expressly rejects the applicability of any general (purchase) conditions of the client.

Article 2 Applicability

2.1 The general terms and conditions also apply to products and/or services which IPS has completely or partially acquired from third parties and, whether or not processed, delivers to the client, as well as products and/or services that fulfill the offer, quotation, delivery or other (legal) act commissioned by IPS to be delivered to the client a third party.

2.2 Deviations from the general terms and conditions and offers made between IPS and the client are only valid if they have been confirmed explicitly (in writing) by IPS.

2.3 If and insofar as any provision of the general terms and conditions is annulled/void, the other provisions of the general terms and conditions will remain in full force. IPS and the client will consult with each other about a new provision to replace the annulled/void provision, whereby the scope of the annulled/void provision will be considered as much as possible.

2.4 If a provision from the agreement(s) concluded between IPS and the client and the general terms and conditions overlaps and/or contradicts another provision, the terms and conditions of the agreement(s) prevail.

Article 3 Offer

3.1 All offers from IPS are without obligation, unless otherwise stated in writing. IPS can revoke its offer even after acceptance by the client.

3.2 Offers from IPS are valid for the period indicated in the offer. If no period is indicated, the offer is valid up to two months after the date of the quotation.

3.3 Deliveries are made when IPS accepts the order given by the client in writing, or at the moment that IPS proceeds with the execution of an order.

3.4 Verbal promises by and agreements with subordinates of IPS do not bind IPS until they have been confirmed in writing by IPS.

3.5 If an offer (afterwards) shows that the stated price is (obviously) incorrect, IPS does not consider itself to be bound to it.

Article 4 Prices

4.1 All prices and rates mentioned are in euros (€), unless stated otherwise in writing.

4.2 All prices and rates mentioned are exclusive of turnover tax (VAT) and any other government-imposed levies, as well as excluding travel and accommodation costs and additional work, unless otherwise stated in writing.

4.3 IPS is entitled to increase the agreed prices annually as of the commencement date in all reasonableness. The client will be notified of the changed price on the next Tyco invoice.

4.4 IPS is entitled to increase the agreed prices/rates if IPS can demonstrate that price changes have taken place between the time of the offer and the delivery in respect of, for example, material and wages or other factors, despite the fact that they were foreseeable at the time of making the quotation or the determination of the prices.

4.5 When the price and/or rate increase exceeds 10%, the client has the right to cancel the order free of charge.

4.6 For orders whose invoice amount is less than € 250, € 25 order costs will be charged. Deliveries from € 250 are free of these costs.

Article 5 Payment

5.1 Unless otherwise agreed in writing, the standard payment term for delivered goods and services is 30 days after the invoice date.

5.2 If the client has not paid within the agreed term, he is officially in default. The client in that case, without further notice of default, owes an interest of 1% per month (where part of a month is counted as a full month) or the statutory commercial interest if this is higher, on the invoiced amount from that moment until the date of full payment, without prejudice to other rights that IPS has.

5.3 If IPS makes a direct debit the client will, in addition to the amount owed, also pay full refund of the extrajudicial and judicial costs actually incurred, including all costs charged by third parties, in connection with the collection of this claim or for protecting its rights, an amount that is fixed at a minimum of 15% of the principal sum plus interest, plus VAT.

5.4 A payment made by the other party is first of all deducted from all costs and interest owed and finally deducted from due and payable accounts that have been outstanding the longest, even if the other party states that the payment would relate to subsequent accounts.

5.5 In the event of liquidation, bankruptcy or suspension of payment of the other party, the claims of IPS and the obligations of the other party towards IPS will become immediately due and payable.

5.6 IPS handles payments in accordance with the payment conditions agreed with the dealer.

5.7 All payments are made net including VAT and any (return) shipping costs.

5.8 In case of a repeat-repair accepted by IPS, IPS will provide a credit note afterwards.

5.9 IPS reserves the right, after examination of the product, to refuse a previously accepted warranty application. In that case, the repaired product will be returned after approval by the customer.

Article 6 Security

6.1 IPS is entitled to demand adequate security from the other party at any time if it has good reason to fear that the other party will not fulfill its payment obligation.

Article 7 Cancellation of orders

7.1 Orders for finished, non-frequency specific products can be canceled free of charge no later than 2 weeks before delivery. After this period, IPS reserves the right to charge cancellation costs to compensate for the preparation costs already incurred. These costs also include the work on products where technical adjustments were made at the request of the client, or where customer-specific configurations have been carried out.

7.2. Orders that are produced specifically for the client, in particular frequency specific products equipped with a crystal and/or TCXO, cannot be canceled after ordering.

If (afterwards) it turns out that the client has ordered a product with a wrong frequency, the conversion costs will be charged at additional work.

Article 8 Deliveries

8.1 The delivery time starts on the last of the following times:

- receipt agreement or receipt of the order.
- the day on which IPS receives the documents, data, permits and suchlike required for the performance of the contract.
- the day of receipt by IPS of what according to the agreement must be paid in advance prior to commencement of the work. of the work in advance must be paid.

8.2 IPS is entitled to suspend the further execution of work, as long as the other party has not fulfilled all its obligations towards IPS. This right of suspension applies until the time that the other party has fulfilled its obligations, unless IPS has since used made use of its right to terminate the agreement.

8.3 The other party is obliged to take delivery of the purchased goods at the time at which they are to be delivered to him or at the time at which they are made available to him in accordance with the agreement and these general conditions. If the customer refuses the purchase or is negligent in providing information or instructions, the goods will be stored for the account and risk of the other party. The other party will in that case owe the additional costs, including storage costs.

8.4 The product applies to the delivery time as delivered if the products loaded on the means of transport of arrival are made available to the other party or to another person named by the other party at the agreed destination.

8.5 Costs for deliveries are for the account of the client and are calculated per delivery.

Article 9 Inspection and complaints

9.1 The client must inspect all delivered products and/or services immediately after delivery for possible defects or other shortcomings.

9.2 If the client is of the opinion that a product or service supplied by IPS does not meet the specifications and/or what parties have agreed to, the client must inform IPS within 8 days after delivery in writing while stating reasons, or within 5 days after the moment the client could reasonably be familiar with the shortcoming.

9.3 All objections from the client against an invoice from IPS or an amount debited by IPS

must be reported to IPS in writing within 8 days after the invoice date or the date of the direct debit, after which the amount invoiced or debited is considered as approved by the client.

Article 10 Transfer of risk and retention of title

10.1 Immediately upon the product as delivered applies within the meaning of art. 8 cover 4 carries the risk to the other party for all direct and indirect damage that has occurred at the door of this product, except insofar as the damage can be attributed to gross negligence on the part of IPS. If after notice of default the other party remains in default with the purchase of the product, the costs of storage of the product will be charged to the other party.

10.2 Notwithstanding the in its previous cover and the in art. 8 (4), ownership of the product does not transfer to the other party until the IPS has been completed.

Chapter 2 Repairs and sale of spare parts

Article 11 Repairs

11.1 IPS offers repairs for all products that it assesses as repairable in a technical and economic sense.

11.2 IPS carries out an inspection on the one hand based on the information that it receives from the customer through the repair form and on the other hand by additional information that it obtains itself.

11.3 IPS will NOT carry out a repair if it does not deem it realistic or feasible in its assessment.

11.4 IPS judges a product as not-repairable and/or not -feasible if:

- The necessary parts are no longer available.
- The product has an extremely excessive number of defects.
- The product is technically non-repairable. In such cases, IPS reserves the right not to accept the repair order and will inform the applicant of this.

Article 12 Repair request

12.1 The completion of the repair request and the subsequent return of the products for repair is considered as a repair order.

12.2 Repair orders are only accepted after the products have been received by IPS and have been assessed as repairable after inspection by IPS.

12.3 In the event that IPS has been requested to send a price quotation to the dealer for the actual repair, the repair order will only become effective upon receipt of a written agreement from the dealer or applicant for the quotation made.

12.4 Any additional/deviating agreement is only valid if it has been made in advance and has been approved in writing by IPS or any authorized person on behalf of IPS. 4.5 When submitting the repair request, the Applicant must go through all the steps. The following information is required:

- Clear and most possible complete indication of the symptoms and other information that help to speed up the repair and keep the handling time as short as possible.
- All necessary product information needed to follow a correct repair flow.
- Complete data from the applicant: name, address, telephone number, email address. In addition, the correction and return data.
- The contact details of the dealer to which the applicant is linked, as well as the system data under which the product is known to the dealer.
- The product must have a legible and original product sticker, otherwise no warranty claim will be accepted.

Article 13 Repair prices

13.1 If a repair is carried out under the regular warranty or other special warranty agreements, no invoice will be sent.

13.2 In all other cases, the repair is deemed to be an outside warranty repair, and the dealer/applicant must accept the costs.

13.3 Independent of whether the product to be repaired is sent within the warranty period, if after extensive inspection it appears that no defect can be detected (No Failure Found, NFF), inspection costs will be charged.

13.4 If it is decided not to repair the received products (after being examined by IPS), regular repair costs plus shipping costs will be charged.

13.5 In the event that a price has not been determined in advance for a repair, IPS will send a quotation before the start of the repair. Only after receipt of a written consent will the repair commence.

13.6 If a price is (clearly) incorrect, IPS is not bound to it.

13.7 If (after rejecting a quotation or not) it has been decided not to repair the product, the dealer/applicant will pay Investigation costs.

13.8 If the dealer indicates to IPS that an unrepaired product does not have to be returned, no shipping costs will be charged. In this case, the dealer/applicant explicitly distances himself from the product and any accessories.

13.9 Normally, the costs for investigation are equal to 50% of the regular repair rate, unless otherwise stated in advance (and confirmed by IPS), plus the costs for returning the (unrepaired) product.

Article 14 Lead time of the repairs

14.1 IPS aims to process a repair within the shortest possible lead time (TAT). (For PS-Pagers, Gen. III/IV pagers, DECT, PS-Micro mobiles usually within 3 working days.)

14.2 The TAT is the time measured from the moment the Product is received by IPS and the moment it leaves IPS.

14.3 The time that IPS may be waiting for additional repair information from the dealer/applicant is not part of the TAT. 4.4 The stated TAT is an indication, no rights can be derived from it.

Article 15 Delivery of spare parts

15.1 The ordering of spare parts is done via the IPS Web portal. The IPS Web portal can also be consulted for information regarding delivery times and prices.

Article 16 Availability of spare parts

16.1. All spare parts that in the past were made available by Atus B.V. have been declared obsolete per 1-1-2017. Instead, other spare parts are made available through the IPS Web portal. 16.2. As of 1-1-2017, the responsibility for the availability of spare parts and the way in which they are made available lies entirely with IPS.

Article 17 Minimal Order Quantity (MOQ)

17.1 Spare parts are only available in the specified minimum order quantities. Ordering smaller quantities is not possible.

Article 18 Packaging

18.1 Delivering with MOQs leads to a certain freedom with packaging. IPS reserves the right to deviate from standard packaging methods and dimensions, but always in such a way that the goods are sent in a qualitatively responsible manner.

Article 19 Prices of spare parts

19.1 The prices of spare parts are available via the IPS Web portal. This information is usually up-to-date and correct.

19.2 IPS reserves the right, without prior notice, to adjust the prices from time to time and interim. Interim price adjustments can be necessary due to (unexpected) price increases by suppliers.

19.3 If a price is (clearly) incorrect, IPS is not bound to it.

Article 20 Shipments from/to IPS

20.1 The applicant who returns the goods to be repaired must ensure that the products are properly shipped in shock-free packaging depending on the fragility of the goods. The products must be protected against transport damage.

20.2 For shipment and transport to IPS, the dealer/applicant is responsible for damage and/or loss of the goods.

20.3 The repaired products will be sent to the (last known) return address.

20.4 A change of address must be sent to IPS as soon as possible. IPS cannot be held responsible for delivery to an incorrect address if not informed in time.

20.5 Costs for return of the products are at the expense of the dealer or the applicant and are calculated per shipment.

20.6 The dealer (on behalf of the end-customer) explicitly waives any replaced/defective part, which will not be returned.

20.7 If IPS sends repaired products and/or spare parts, IPS is responsible for correct packing, transport damage and/or loss.

Chapter 3: Warranty, liability and disputes

Article 21 Warranty

21.1 Without prejudice to the restrictions set out below, IPS guarantees both the soundness of the product delivered and the quality of the material used and/or delivered in order to manufacture it where it concerns non-observable defects in the product delivered and if the client proves that they occurred within 12 months after the delivery, exclusively or predominantly as a direct consequence of a fault in the construction by IPS

or as a result of defective finishing and/or use of bad materials. Insofar as IPS has obtained the product from a supplier, this warranty from IPS only applies insofar as IPS can claim warranty from its supplier.

21.2 Warranty assessment

a) The assessment of whether the warranty request is legitimate or illegitimate will be determined exclusively by IPS in accordance with the applicable warranty procedure. In the event of an illegitimate warranty request, the client may indicate whether the repair should or should not be carried out as a non-warranty repair against payment. In the event that the repair is not carried out, IPS reserves the right to charge research costs.

b) For the determination of the warranty period, the information (production week and/or serial number) on the original product sticker is decisive.

c) Excluded from warranty are:

1. Visible and invisible 'own fault'.
2. (Rechargeable) batteries, cables and accessories.

21.3 Defects covered by the warranty referred to in paragraph 21.1 will be removed by IPS either through repair or through replacement of the defective part, either at IPS or by sending a replacement part, at the discretion of IPS.

Unless otherwise agreed in advance in writing, all costs that exceed a single obligation as described in the previous sentence, such as, but not limited to, transport costs to IPS, travel and accommodation costs, as well as costs of assembly and disassembly, are borne by the client.

21.4 The warranty never covers defects that occur completely or partially as a result of:

- a) non-compliance with operating and maintenance instructions or other use other than normal use;
- b) normal wear and tear;
- c) assembly/installation and/or repair by third parties, including the client;
- d) the application of government regulation regarding the nature or quality of the materials used;
- e) materials/items used/employed in consultation with the client.
- f) materials or items provided to IPS by the client for use.
- g) materials, items, methods and constructions, insofar as applied on the express instruction of the client as well as materials and goods delivered by or on behalf of the client.
- h) parts obtained by IPS from third parties, insofar as the third party has not provided any warranty to IPS.

21.5 If the client does not, not properly or timely comply with an obligation arising from the delivery/service provided by IPS or from a related delivery/service, IPS is not liable for any warranty with respect to any of these deliveries/services. If the client without prior written approval from IPS disassembles, repairs or otherwise makes changes to the product, any warranty claim will lapse.

21.6 Complaints regarding defects for which in the opinion of the client warranty can be claimed must be made in writing as soon as possible after discovery of the defect, but no later than 8 days after the expiry of the warranty period. If this warranty period is exceeded, any claim against IPS with respect to these defects will lapse.

21.7 If IPS replaces parts/products to fulfill its warranty obligations, the replaced parts/products become the property of IPS.

21.8 With regard to repair work or other services carried out by IPS, warranty is only given on the soundness of the execution of the assigned work/repair for a period of 1 month, unless otherwise agreed. This warranty entails the obligation of IPS to re-do the relevant work in case of defectiveness, insofar as inadequate. The remaining product warranty period as stated in 21.1 and 21.2 are not affected by a warranty claim.

21.9 No warranty is given on inspection, consultancy services and other similar services performed by IPS. 21.10 The alleged non-compliance by IPS and its warranty obligations does not release the client from the obligations from any agreement concluded with IPS.

Article 22 Risk and liability

22.1 The risk of loss and/or damage to the products that are the subject of the delivery/offer will pass to the client at the time when they are under the actual control of the client, an aid of the client and/or a third party engaged by the client.

22.2 The client is responsible and liable for the use and the application in its organization of the delivered products and for the services provided by the client itself as well as for monitoring and security procedures and adequate system management. IPS is never liable and the client indemnifies IPS for any accidents and/or damage resulting from the incorrect and/or careless use of the delivered products and/or insufficient maintenance (prevention or repair) of the products.

22.3 IPS is never liable for any indirect damage of the client or third parties, including consequential damage (such as damage due to lost profits and/or loss or non-use of the products, extra deployment of personnel, damage as a result of delay), immaterial damage and/or trading losses.

22.4 The liability of IPS towards the client is limited to the contract sum that IPS received from the client excluding VAT in relation with the products, software and/or hardware that caused the damage, or the services rendered that caused the damage.

The liability is in any case limited to the amount that the liability insurance from IPS pays out, plus the applicable deductible.

22.5 If IPS makes use of third parties in the execution of the deliveries/services, IPS's liability, in addition to the other stipulations in these general terms and conditions, is limited to the liability for its own actions and/or negligence by IPS and its subordinates. IPS is not liable for damage resulting from acts and/or negligence of its subordinates that is intentional or deliberately reckless.

22.6 IPS is not liable for damage related to the installation or assembly of the products it supplies if that installation or assembly does not form part of an agreement concluded between IPS and the client. IPS is also not responsible and/or liable for the operation of the delivered products in relation to products already present or supplied by third parties and/or services.

22.7 Except in case of intent or deliberate recklessness of IPS, the client will indemnify IPS against all claims of third parties, from whatever origin, in respect of compensation of damage, costs or interest related to the use of the delivered goods and/or services. 22.8 If IPS, without having been commissioned for the installation, provides the installation or assists - in whatever way - with the installation, this will be entirely at the expense and risk of the client.

22.9 The client is obliged to indemnify or compensate IPS in respect of all third-party claims for compensation for damage for which under these conditions in the relationship with the client IPS has no liability. 15.1 Under no circumstances is IPS liable for any compensation to the dealers and/or applicant, unless in case of intent or gross negligence by IPS. IPS will not be held liable for any consequential damage in connection with a repair or goods delivered by IPS and/or delivery/transport.

22.10 IPS will in no case be liable for the product and/or transport damage if the dealer and/or applicant neglect the packaging requirements as stated in the article "Shipments from/to IPS" above. 22.11 The dealer accepts that in case of repairs, he/she is responsible for backing up important software/firmware settings and/or other programs and data to/in the products before the repair. The dealer hereby acknowledges that this information may be removed during the repair.

22.12 The liability of IPS is in all cases limited to the specific contract amount (costs of research and/or repair and/or the costs of the spare parts).

22.13 If the damage to goods is caused by the actions of a third party (for example a courier), IPS is not obliged to pay a compensation to the dealer or applicant higher than the compensation that IPS receives from that third party.

Article 23 Force majeure

23.1 In case of force majeure, there will be no (attributable) shortcoming of IPS. Force majeure is understood in these general terms and conditions as a circumstance beyond the will of IPS, even if it was foreseeable at the time of the establishment of the offer/service, that will permanently or temporarily prevent the fulfillment of the offer/service; as well as war, threat of war, civil war, strike, transport difficulties, power failures, computer failures, riots, illness among personnel and all external causes, foreseen or not foreseen, to which IPS cannot exert any influence.

Article 24 Applicable law

24.1 On all negotiations, offers, quotes, deliveries, services and others (legal) working methods of IPS Dutch law apply regardless of where the command is being carried out freely.

24.2 Except if IPS chooses another competent judge, all disputes between IPS and client arising from or relating to negotiations, offers, quotations and/or other (legal) acts concerning the delivery by IPS of products and/or services will be settled by the competent judge of the district of our official seat, currently Gemert, the court located in 's-Hertogenbosch, the Netherlands.

24.3 The Vienna Sales Convention is explicitly not applicable.

Article 25 Rights of intellectual and/or industrial property

25.1 Client acknowledges that IPS is the owner of the intellectual and industrial property of the products of the brand Atus, and that IPS is the owner of the brand name "Atus" and will also act upon it in the light of these general terms and conditions. For the rest:

25.2 All rights of intellectual or industrial property to all software, equipment or other materials such as analyses, designs, documentation, reports, quotations, as well

as preparatory material thereof developed or made available by the deliveries/services are exclusively vested in IPS. The client only obtains the rights of use that are explicitly stated in these conditions or otherwise awarded. The client will not multiply the software or other materials or make copies.

25.3 The client is not permitted to remove or change any designation concerning copyrights, trademarks, trade names or other intellectual or industrial property rights from the software, equipment or materials, including indications concerning the confidential nature and secrecy of the software.

25.4 IPS is allowed to take technical measures to protect the software. If IPS has secured the software by means of technical protection, the client is not permitted to remove or circumvent this security. The security measures focus, among other things, to prevent the client from being able to make a backup copy of the software.

7.4. IPS is allowed to have software it has supplied, store data of operations, performances and other data that can be used for, among other things, improving the products and/or services.

25.5 IPS will indemnify the client against any claims against the client which are based on the claim that software, equipment or materials developed by IPS violate an intellectual or industrial property right in the Netherlands, on the condition that the client informs IPS immediately in writing about the existence and leaves the content of the legal action and the handling of the case, including the making of any settlements, entirely up to IPS. The client will provide the necessary powers of attorney, provide information and cooperate with IPS, so that IPS can defend itself against these claims, if necessary on behalf of the client.

25.6 This obligation to indemnify lapses if and insofar as the relevant violation is related to changes that the client - despite the fact that this is not permitted - has made to the software, equipment and/or materials or has had installed by third parties.

25.7 If it is irrevocably determined in court that the software, materials or equipment developed by IPS itself and other products in which IPS owns intellectual and industrial property, violate any intellectual or industrial property right belonging to a third party or if, in the opinion of IPS there is a reasonable chance that such a violation will occur, IPS will take back the delivered goods and credit the acquisition costs after deduction of a reasonable usage fee, or ensure that the client can continue to undisturbedly use the delivered, or functionally equivalent other software, equipment or materials.

Article 26 Confidentiality

26.1 The parties undertake to maintain confidentiality regarding all confidential information that they receive about the other party's business. The client is aware that the software, equipment and other materials provided may contain confidential information and trade secrets of IPS. The Client undertakes to keep this software, equipment and materials secret, not to disclose it to third parties or to use it, and to use it only for the purpose for which it was made available. The parties also impose this obligation on their employees as well as on third parties engaged by them to execute the delivery/services between the parties.

26.2 Information is considered to be confidential, unless information is declared not confidential by one of the parties and/or was already public knowledge before one of the parties published the information.

26.3 IPS may use the name of the client in statements to third parties, unless the client indicates in written that he does not want that.

Article 27 Joint and several liability

27.1 If the offer(s) has (have) been concluded by IPS with more persons and/or legal entities as clients, then all those persons and/or legal entities are jointly and severally liable for all obligations arising from the offers(s).

Article 28 Language

28.1 These terms and conditions are available in two languages:

1. Dutch version.
2. English version.

In case of dispute the Dutch version prevails.

Article 29 Other provisions

29.1 IPS is entitled to replace and/or change (parts of) the delivered items during maintenance, repair, renewal or in other cases, provided IPS provides comparable quality and/or functionality to the client.

29.2 All legal claims concerning the delivery of products and/or services by IPS must be brought to the attention of the client within 1 (one) month on penalty of forfeiture.

29.3 Except if IPS chooses another competent judge, all disputes between IPS and client arising from or relating to negotiations, offers, quotations and/or other (legal) acts concerning the delivery by IPS of products and/or services will be settled by the competent judge of the district of our official seat, currently Gemert, the court located in 's-Hertogenbosch, the Netherlands.

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