

GENERAL TERMS & CONDITIONS

1 GENERAL

- 1.1 All agreements entered into with Robin Telecom Development BV (hereinafter referred to as "Robin") and any third party ("Customer") are subject to the following general terms and conditions, unless Robin has expressly agreed otherwise in writing.

2 CREATION OF THE AGREEMENT

- 2.1 The Customer may place an order by fax, e-mail or mail. The order becomes final on written acceptance by Robin by means of an order confirmation, which may be sent by fax, e-mail or mail. If Robin does not send the Customer an order confirmation in response to an order of the Customer within two (2) weeks after receipt of the order, the order shall be deemed rejected.
- 2.2 The order must include at least the following: the Customer's name and address, the Customer order number, delivery address, invoice address, VAT number, the Products, Software and/or Services ordered and the name of the Customer's employee who places the order. By placing the order the Customer accepts these General Terms & Conditions.

3 PRICES

- 3.1 Prices, once agreed, are generally fixed, provided always that Robin reserves the right, if an increase in the cost of supply occurs in the period between date of order and date of delivery (for instance, as a result of an increase in the cost of production or import duties), to pass such increase on to the Customer.

4 DELIVERY TIME

- 4.1 Robin shall indicate an expected delivery time in the order confirmation sent to the Customer. The delivery time is always indicated as accurately as possible. Failure to meet the indicated delivery time by Robin shall not constitute breach of the agreement between Robin and the Customer.
- 4.2 Any delay in delivery shall not give the Customer any right to compensation or to cancellation of the order, nor to refuse the ordered Products, Services or Software on actual delivery.

5 SERVICES

- 5.1 Robin shall provide the services using commercially reasonable efforts and sufficiently skilled employees. Robin shall use reasonable endeavours to meet any delivery or performance dates agreed between Robin and the Customer.
- 5.2 Any such dates shall however not be construed as making time of the essence or otherwise as binding obligations unless explicitly agreed in writing.
- 5.3 The Services shall be provided by Robin on regular Dutch business days, and within normal business working hours (08.00 - 18.00 CET).
- 5.4 The provision of Services on any other days or hours shall be subject to a separate agreement and may be subject to an hourly surcharge.
- 5.5 The Customer shall ensure that the location at which Robin is required to perform the Services shall be in conformity with local labour conditions and regulations, and in conformity with generally accepted business practices, failing which Robin is entitled to refuse to perform the services.

6 DELIVERY

- 6.1 Transport to the delivery destination shall be for the account and at the risk of the Customer. In the case of shipments below a net amount of EUR 200 (or any foreign equivalent), Robin is entitled to charge the cost of packaging and administration.
- 6.2 Delivery shall be made to the address in The Netherlands indicated by the Customer. For customers outside The Netherlands delivery is F.C.A. (Incoterms 2000) Amsterdam Airport.
- 6.3 For orders placed by the Customer with a delivery time of less than two weeks after the order date, Robin will charge a surcharge of 30% of the order amount. For orders placed by the Customer with a delivery time of less than one week after the order date (rush orders), Robin shall charge a surcharge of 50% of the order amount.

7 ACCEPTANCE, CANCELLATION AND EXCHANGE OF ORDERS

- 7.1 The Customer must inspect the Products on delivery and to notify any defects to Robin within two (2) working days after delivery. Failure to notify defects within the aforementioned period shall constitute acceptance of the Products.
- 7.2 The Customer is entitled to cancel an order in writing by fax, e-mail or mail subject to the cancellation fee terms specified below. If an order is cancelled, Robin will charge the Customer a percentage of the order value:
- up to one week after order confirmation 10%
 - between one week after order confirmation and one week before delivery date 30%
 - from one week before delivery date 50%
- 7.3 Products, Software and any result from the provision of Services delivered by Robin in accordance with these conditions agreement may not be exchanged or returned, unless specifically agreed otherwise in writing between Robin and the Customer.

8 PAYMENT

- 8.1 All invoices shall be paid by the Customer in accordance with the terms of payment indicated on the invoice sent by Robin. In the absence of specific terms the customer shall make payment within 30 days of the invoice date. Payment shall be made without deduction, offset or deferment for whatever reason. Any claims or complaint relating to the delivered Products, Software and/or Services shall not entitle the Customer to delay payment of any amount owed to Robin.
- 8.2 If the Customer does not pay the amounts owed within the agreed period, then the Customer shall be automatically in default of this Agreement without any notice of default being necessary. In such event, the Customer shall be liable for payment of interest of 1,5% per month on the outstanding amount. If, after notice of default, the Customer still fails to pay the outstanding amount, Robin is entitled to instruct a third party collection agency to collect the outstanding amount, in which case, in addition to the total amount then owed, the Customer shall also be obliged to reimburse the collection costs, the level of which is set at 15% of the total amount, and any legal expenses.
- 8.3 At its option, Robin shall be entitled to request pre-payment of any Products, Software or Services from Customer before delivery of ordered Products, Software or the provision of ordered Services.
- 8.4 If Robin and the Customer have agreed on delivery of product in different instalments, Robin may require the Customer to pay any invoice relating to an instalment already delivered before delivery of the next instalment.
- 8.5 Upon non-payment of any invoice on or before its due date, any other outstanding invoices shall immediately become due and payable.

9 WARRANTY

- 9.1 Robin undertakes for a period of one (1) year after delivery of a Product, in the event of the Product(s) or parts thereof becoming defective, at Robin's option, to either replace or repair such Products or parts thereof without charging for the cost of labour or materials.
- 9.2 The Products or parts thereof to be repaired or replaced shall be sent to Robin at the Customer's expense and risk. After repair or replacement, the defective parts or the defective Product(s) shall automatically become the property of Robin.
- 9.3 The warranty provided by this clause shall be void and confer no benefit on the Customer in the event:
- (a) the defect is attributable to improper use of the Products;
 - (b) any repairs or modifications to the Products have been made by the Customer or any third parties without Robin's prior written approval;
 - (c) the Product supplied has not been installed in accordance with Robin's instructions; or
 - (d) any identifying marks or signs on the Products have been wholly or partially removed or rendered invisible.
- 9.4 This warranty is excluded and does not apply to any Software delivered or provided by Robin to the Customer. No other warranty or guarantee is provided in respect of the Products and all other warranties, whether express or implied, statutory or otherwise, are excluded to the fullest extent permitted by law.

10 SOFTWARE

- 10.1 Robin warrants that the Software shall materially meet the contents of its specifications and product documentation for a period of six (6) months after delivery to the Customer.
- 10.2 Any other warranties in relation to the Software delivered by Robin shall be limited to those warranties explicitly stated in the applicable licence agreement terms (if any). With the exception of the warranties explicitly granted in the licence agreement, Robin disclaims any other

express or implied warranties relating to the Software, including but not limited to relating to saleability, fitness for a specific purpose, or ownership, to the fullest extent permitted by law.

10.3 Any Software delivered to the Customer, whether or not delivered in combination with a product, shall remain the property of Robin or its licensors. Delivery and/or use of certain Software may be subject to acceptance by the Customer of a license agreement with Robin, any of its licensors or any third Party. The Customer is not permitted to reproduce, modify, disassemble, decompile, imitate, change, analyse or reconstruct any Robin Software, whether or not delivered in combination with a product, or part thereof without Robin's express prior written consent, unless such action is expressly permitted by applicable law.

- 10.4 In the event a version of the Software is replaced by a new version (N) Robin shall continue to provide maintenance and support services for the previous (N-1) version for a maximum of two (2) years after the upgrade to the new version. After this period, Robin may require a Customer to upgrade to the new version (N) prior to providing any additional maintenance and support services.

11 CLAIMS

- 11.1 Complaints regarding a Robin Product, Software or Service shall be submitted within 10 working days of the emergence of the complaint.
- 11.2 Robin will make every effort to deal with the complaint as effectively as possible and to achieve an improvement. All complaints should primarily sent to the Robin Support Desk, the Robin Support Director and ultimately the Robin COO should be used for escalation. Submission of a complaint does not affect the Customer's other obligations, including payment of amounts due to Robin.

12 MARKS

- 12.1 The Customer is not permitted to remove partially or completely or render invisible any identifying marks and/or signs on the Products.

13 RETENTION OF TITLE

- 13.1 Ownership of the delivered Products only transfers to the Customer on full payment of amounts owed to Robin by the Customer.
- 13.2 As long as the Products are still the property of Robin, the Customer is not permitted to sell, charge, pledge or in any other way encumber the Products, or dispose of them in any way whatsoever, unless the Customer is a reseller and the Products are disposed of by the Customer in the normal course of its business.

14 INTELLECTUAL PROPERTY

- 14.1 All intellectual property rights to the Products and/or Software provided are owned by Robin, or by Robin's suppliers or licensors, who have authorised Robin to make the relevant non-Robin Products available to the Customer.
- 14.2 The Customer is not permitted to copy, reproduce, modify, disassemble, decompile, imitate, change, analyse or reconstruct any Robin product or part thereof without Robin's express prior written consent, unless such action is expressly permitted by applicable law.
- 14.3 To the best knowledge of Robin, any Products manufactured by Robin do not infringe the intellectual property rights of third parties.
- 14.4 If a third party claims any product of Robin infringes an intellectual property right of a third party, or if such claim is threatened, Robin may in its discretion:
- a. replace or change the Robin product concerned; or
 - b. acquire the right for Customer to continued use of that Robin product; or
 - c. terminate the agreement in whole or in part.
- 14.5 In the event Robin chooses to terminate the agreement in whole or in part, the sole remedy for the Customer shall be to claim repayment of the purchase price of the product for which the agreement was terminated, minus a sum for reasonable depreciation.
- 14.6 The Customer shall permit Robin to defend Robin and the Customer in legal proceedings initiated by the third party which claims the infringement of its intellectual property right, and shall provide all reasonable assistance in such proceedings to Robin upon Robin's request.
- 14.7 In the event Robin supplies additional or modified versions of the hardware or Software to the Customer the Customer is permitted to use such versions solely to replace versions of the hardware or Software supplied previously by Robin. The Customer shall return the replaced Products or Software in accordance with Robin's instructions.

15 LIABILITY

- 15.1 Robin's liability for breach of contract, acts of tort or otherwise, shall be limited to the amount paid by the Customer to Robin in the twelve (12) months prior to the occurrence of the event that caused the loss or damage, subject to a maximum of EUR 1,250,000,- per event giving rise to liability, and subject to a further maximum of EUR 2,500,000,- in any period of twelve months.
- 15.2 Robin shall not be liable to the Customer for any consequential or indirect loss or damage, such as but not limited to, loss of production, loss of data, loss of use, loss of revenues or profit, loss of interest, loss of goodwill, cost of delays or any loss or damage resulting there from. The liability of Robin shall not be limited for any claims in respect of death or personal injury caused by its negligence, unless applicable law allows a limitation of liability for such claims, in which event the aforementioned limitation or liability provisions shall apply.
- 15.3 Without prejudice to the generality of the foregoing, Robin shall in no circumstances be responsible for any loss or damage resulting from the use of non-Robin Software and/or hardware in combination with Robin Product and/or Software

16 FORCE MAJEURE

- 16.1 Robin shall not be liable for any delay in, or failure of, performance hereunder due to any contingency reasonably beyond its control, rendering performance commercially unreasonable including, but not limited to, an act of God, war (declared or undeclared), terrorist acts, mobilization, riot, strike, labour dispute, fire, flood, shortages, or failure or delays of energy, materials, supplies or equipment, unavailability of transportation, goods or services, transportation embargoes or delays, or breakdowns in machinery or equipment, labour disputes, blockades, governmental restrictions or actions; provided, however, Robin shall exert its reasonable best efforts to eliminate or cure or overcome any of such causes and to resume performance of its obligations.
- 16.2 Upon the occurrence of a force majeure event as described in the previous paragraph, Robin shall be entitled to delay the agreed delivery date. If the force majeure event as described in the previous paragraph substantially prevents, hinders or delays performance by Robin of its obligations pursuant to the agreement with Customer for more than thirty (30) days, Robin is entitled to terminate the agreement with Customer without incurring any liability.

17 JUDICIAL PROCESS

- 17.1 This agreement and all offers made by Robin and other agreements concluded between Robin and third parties are governed by Dutch law.
- 17.2 Any disputes relating to this agreement shall be exclusively brought before the competent court in Amsterdam, The Netherlands.

18 TERMINATION AND DISSOLUTION

- 18.1 Robin is entitled to terminate or dissolve the agreement with the Customer forthwith in any of the following events:
- a. a request is made or a petition is filed for the Customer's bankruptcy (faillissement), the Customer is granted a suspension of payments (surséance van betaling) or becomes subject to other insolvency proceedings;
 - b. the Customer is dissolved (ontbonden), liquidates its business or otherwise terminates or suspends its business activities;
 - c. the Customer acts in breach of this agreement and such breach has not been cured within 20 (twenty) business days after receiving a written notice of default;
 - d. the Customer has entered into the agreement by misrepresentation, whether fraudulent or negligent or innocent, or by deliberately providing incorrect information, or has failed to inform Robin of any change in its corporate structure, management changes or other material developments which may impact its performance under this agreement.

19 AMENDMENT OF THE CONDITIONS

- 19.1 Robin is authorised to make changes to these conditions from time to time. Such changes come into force at the time announced for their entry into force, upon giving notice of at least one month to the Customer.
- 19.2 These general conditions have been lodged with the Chamber of Commerce in Alkmaar.