

HIGHSIDE TELECOM

General Terms and
Conditions

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*Filed with the Chamber of Commerce
Registered in Oosterhout under number 30182587*

General Terms and Conditions of HIGHSIDE TELECOM B.V.

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General Terms and Conditions of HIGHSIDE TELECOM B.V.

HIGHSIDE TELECOM B.V. has its registered office at Mechelaarstraat 17 in Oosterhout, and is registered with the Chamber of Commerce under number 30182587.

HIGHSIDE TELECOM B.V. is occupied with and accepts orders concerning the supply of telecommunications equipment, VoIP Call Termination and the provision of services, all in the broadest sense.

Clause 1 Validity, Applicability of these Terms and Conditions

1-1 These Terms and Conditions shall apply to all agreements concluded by HIGHSIDE TELECOM B.V., with its registered office in Oosterhout, hereinafter referred to as HIGHSIDE TELECOM as well as to the obligations arising therefrom. Deviations may be agreed with HIGHSIDE TELECOM in writing only.

1-2 The assignment or order of the contracting party shall be considered as acceptance of HIGHSIDE TELECOM's General Terms and Conditions.

1-3 Special conditions deviating from HIGHSIDE TELECOM's terms and conditions shall be binding only if agreed on in writing.

1-4 If one or more provisions in these General Terms and Conditions are null or may be nullified, the remaining provisions of these General Terms and Conditions shall remain in full force. HIGHSIDE TELECOM and the contracting party shall then confer in order to agree on new provisions to replace the null or nullified provisions, whereby if and insofar as is possible, the purpose and purport of the original provision shall be observed.

Clause 2 General terms and conditions of Contract Partners and/or third parties

2-1 The applicability of any general, specific terms and conditions or stipulations on the part of the Contracting Party is expressly rejected by HIGHSIDE TELECOM.

2-2 The general terms and conditions of the contracting party shall apply, unless expressly accepted by HIGHSIDE TELECOM in writing.

Clause 3 Deviations and Additions

Deviations from and additions to any provision in an agreement and/or terms and conditions shall apply only if laid down in writing by HIGHSIDE TELECOM and shall relate to the relevant agreement only.

Clause 4 Force majeure

4-1 Extraordinary circumstances, such as storm damage and other natural disasters, obstructions by third parties, obstructions in transport in general, full or partial strikes, riots, war or the threat of war both in this country and in the country of origin of the

materials, lockouts, loss or damage of goods during transport to HIGHSIDE TELECOM or the contracting party, non-delivery or late delivery of goods by suppliers of HIGHSIDE TELECOM, export bans or import bans, restrictive measures laid down by any government, fire, breakdowns and accidents in the company or of the transport of HIGHSIDE TELECOM or of the transport of third parties, the imposition of levies or other government measures resulting in a change in actual circumstances, shall constitute force majeure for HIGHSIDE TELECOM, releasing it from the obligation to deliver, without the contracting party being entitled to claim compensation of any nature whatsoever, regardless of the way in which this is referred to.

4-2 HIGHSIDE TELECOM is entitled in these or similar cases, such entirely at its own discretion, to cancel or suspend or modify the contract of sale until the extraordinary circumstances have ceased to apply.

Clause 5 Offers, conclusion of the Agreement and specification of products

5-1 All offers and/or quotations are without commitment unless explicitly stated otherwise. The prices quoted shall apply to delivery by HIGHSIDE TELECOM excluding value added tax.

5-2 Offers or quotations shall not be binding for HIGHSIDE TELECOM and shall apply only as an invitation to place an Order, unless expressly stated otherwise.

5-2 All statements made by HIGHSIDE TELECOM concerning numbers, specifications and/or other indications with regard to Products shall be made with due care. HIGHSIDE TELECOM cannot, however, guarantee that no deviations will occur in respect thereto.

5-3 The other party is bound to its order and in the event of change and/or cancellation of the engagement shall be obliged to compensate HIGHSIDE TELECOM for the resulting damage – costs incurred, loss of profits, loss of interest and suchlike, irrespective of the reason - including force majeure - for the change and/or cancellation, irrespective of HIGHSIDE TELECOM's acceptance thereof. The loss of profits referred to shall be deemed to amount to at least 40 % of the purchase price or contract price. HIGHSIDE TELECOM reserves the right to prove that the sum in damage is higher and to claim compensation for this sum.

Clause 6 Arrangements

Any arrangements or agreements with subordinate members of the personnel of HIGHSIDE TELECOM shall not be binding insofar as they have not been confirmed in writing by HIGHSIDE TELECOM. In this regard, all employees and staff with no power of attorney shall be considered subordinate personnel.

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Clause 7 Agreement

7-1 An agreement shall be concluded only in case and insofar as HIGHSIDE TELECOM accepts an Order in writing or an Order is carried out by HIGHSIDE TELECOM.

7-2 Any agreement concluded with HIGHSIDE TELECOM shall contain the resolatory condition that the contracting party's adequate creditworthiness is proved to HIGHSIDE TELECOM, such at its sole discretion. If need be, the contracting party shall allow HIGHSIDE TELECOM to make inquiries about him.

Clause 8 Delivery

8-1 Any delivery period stated by HIGHSIDE TELECOM is based on the circumstances applicable to HIGHSIDE TELECOM at the time of the offer and, insofar as dependent on performances of suppliers of HIGHSIDE TELECOM, on the information furnished to HIGHSIDE TELECOM by those suppliers.

8-2 Delivery times quoted shall not at any time be considered deadlines, unless explicitly agreed otherwise. In the event of late delivery, the contracting party shall not be entitled to any compensation in respect thereof.

8-3 The contracting party shall bear the risk of the goods from the time at which the goods are presented to the address stated for acceptance.

8-4 Upon delivery, the contracting party shall be obliged to take possession of the goods, failing which the goods shall be stored at the expense and risk of the contracting party. HIGHSIDE TELECOM shall notify the contracting party as soon as possible of the time and location of the storage and the contracting party shall take possession of the Products as soon as possible, yet within 10 working days as of the time of notification at the latest.

8-5 HIGHSIDE TELECOM is at all times entitled to deliver in consignments.

Clause 9 Prices

9-1 Unless expressly stated otherwise, all prices stated in messages such as catalogues, price lists and/or quotations of HIGHSIDE TELECOM are in euros and exclusive of value added tax.

9-2 All agreements shall at all times be concluded on the basis of the prices applicable at the time of conclusion. Price lists are subject to change and shall not be binding for HIGHSIDE TELECOM.

9-3 If after conclusion of the agreement the prices of wages, social security costs, value added tax etc. increase, even if such takes place in accordance with circumstances to be foreseen at the time of the offer, these may be passed on.

9-4 Any discounts shall be deemed to have been granted once only on each occasion. Discounts granted in the past shall not bind HIGHSIDE TELECOM to a subsequent agreement in any way whatsoever.

Clause 10 Guarantee

10-1 Only the guarantee conditions set by such suppliers shall apply to goods sold and delivered with a factory guarantee, an importer's guarantee or a wholesale guarantee.

10-2 The contracting party is obliged to thoroughly inspect the goods for defects immediately after delivery and if such defects are found to inform HIGHSIDE TELECOM thereof immediately in writing.

Clause 11 Liability and Indemnity

11-1 HIGHSIDE TELECOM shall not be liable for damage to the products other than subject to the guarantees issued in respect thereof.

11-2 HIGHSIDE TELECOM is not liable, either under the law, or under the Agreement, for so-called consequential loss that the contracting party or a third party may sustain in respect of (the use of) the Products and/or Services. This also includes loss of profits, trading loss, loss of data and immaterial loss.

11-3 HIGHSIDE TELECOM shall not be liable for any costs, damages and interest which may arise as a direct or indirect result of:

- a. Force majeure, as further set out in these Terms and Conditions;
- b. Acts or omission on the part of the contracting party, its employees, or other persons employed by or on behalf of the contracting party;
- c. Any negligence on the part of the contracting party in the maintenance of the goods delivered;
- d. Normal wear and tear to the goods delivered as a result of every-day use;
- e. Any other exterior cause.

Clause 12 Obligations on the part of the contracting party

12-1 The contracting party shall at all times provide HIGHSIDE TELECOM in good time with all information required for the execution of the activities by HIGHSIDE TELECOM and shall guarantee the accuracy and completeness thereof.

12-2 The contracting party shall ensure the proper use of the Products in accordance with the specifications and the proper application in his organisation of the Equipment, Software and Services to be provided by HIGHSIDE TELECOM as well as administrative methods of accounting and methods of calculation to be applied and the safeguarding of data.

12-3 If it has been agreed that the contracting party shall provide hardware, materials or data on information carriers, such information carriers shall meet the specifications required to carry out the activities.

12-4 If the data required for the execution of the Agreement have not been supplied to HIGHSIDE TELECOM, have not been supplied in time or in accordance with the arrangements or if the contracting party fails to meet his obligations in any other way, HIGHSIDE TELECOM shall have the right to charge additional costs in accordance with HIGHSIDE TELECOM's customary rates.

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Clause 13 Retention of title

13-1 As long as HIGHSIDE TELECOM has not received full payment in respect of an agreement with regard to the purchase/sale, the goods delivered shall remain the property of HIGHSIDE TELECOM.

13-2 HIGHSIDE TELECOM has the right to reclaim and take possession of these goods, if the negligent contracting party fails to fulfil his obligations, if he winds up, files for or has obtained suspension of payment, is declared bankrupt or in the event of attachment of the goods.

13-3 The contracting party is not permitted to commit any acts of disposition relating to the goods sold and delivered as long as he has not fulfilled his obligations to pay.

Clause 14 Payment

14-1 Payment in respect of all products, except for VoIP Call Termination, is to be made within 14 days as of the filing of the invoice, unless otherwise agreed in writing.

14-2 Payment of VoIP Call Termination is to be made on the basis of payment in advance, unless otherwise agreed.

14-3 If at any time there is serious doubt at HIGHSIDE TELECOM as to the creditworthiness of the contracting party, before continuing to perform, HIGHSIDE TELECOM shall have the right to demand from the contracting party that payment in advance is made or that the contracting party provides proper security equal to the amount to be paid by the contracting party to HIGHSIDE TELECOM under the Agreement, whether or not such sum is due and payable, such as at HIGHSIDE TELECOM's discretion.

14-4 HIGHSIDE TELECOM shall be entitled, if the payment of the amount due has not been received within the appointed time, to charge the contracting party interest of 1.25% a month, calculated from the date of dispatch of the invoice concerned.

14-5 HIGHSIDE TELECOM shall furthermore be entitled to claim from the contracting party, apart from the principal sum and interest, all costs, both judicial and extra-judicial, resulting from the non-payment, including the costs of a lawyer, procurator litis, bailiff and debt-collection agency.

Clause 15 Security, Deposit, Bank Guarantee

15-1 If on the basis of facts and circumstances there is a reasonable doubt as to whether the contracting party will meet his obligation to pay, HIGHSIDE TELECOM shall have the right to demand from the contracting party either security or bank guarantee or a deposit.

15-2 The amount of that stipulated in the first paragraph shall not exceed the amount that the

contracting party shall reasonably owe according to HIGHSIDE TELECOM over a period of six months.

Clause 16 Dissolution of the Agreement

In addition to the grounds set out in the law on which dissolution is possible, each of the parties shall be entitled to dissolve the Agreement in whole or in part with immediate effect without judicial intervention and without notice of default being required, if the other party:

- a. has filed for and has been granted suspension of payment;
- b. has been declared bankrupt or a petition for involuntary liquidation has been filed.

Clause 17 Confidentiality

Each party undertakes to observe confidentiality towards third parties with regard to all information of a confidential nature, in any form whatsoever, which has been obtained from the other party.

Clause 18 Applicable law

Only Dutch law shall apply to agreements concluded and/or acts carried out by HIGHSIDE TELECOM. These agreements and/or acts are deemed to have been concluded or carried out in the Netherlands.

Clause 19 Disputes

All disputes arising from agreements concluded between parties, including the mere collection of any amount due, shall, if such court so requires, be submitted before the Civil Court in whose district HIGHSIDE TELECOM has its registered office, insofar as the Civil Court is legally competent thereto.

Clause 20 Final stipulation

20-1 HIGHSIDE TELECOM is entitled to change these Terms and Conditions and to declare the changed terms and conditions applicable to existing agreements.

20-2 If HIGHSIDE TELECOM declares the changed terms and conditions applicable to existing agreements, HIGHSIDE TELECOM will make the changes known in good time. Such changes will then come into force at a later date than that stated in the announcement.

20-3 Dutch law shall apply to this agreement.

20-4 All disputes that may arise from the Agreement shall be settled by the court which has jurisdiction according to the law.