

# General Terms of Sales

## Article 1. Definitions

These General Terms and Conditions (GTC) define the conditions under which IEC Telecom Europe, simplified joint stock company with a capital of Euros 971 278, registered with the Trade and Companies Registry of Nanterre, France, under number 812 869 873 whose registered office is located at 10 rue de la sablière 92230 Gennevilliers, France, and with the VAT number of FR46812869873 (hereinafter "IEC Telecom Europe") distributes to any person acting as a professional (natural or legal persons) (hereinafter the "Customer") satellite communication terminals, associated accessories and SIM cards (hereinafter the "Equipment"), subscription services issued by operators of satellite telecommunications as well as financial rental services for equipment subject to a security deposit (hereinafter the "Service(s) Provided"). IEC Telecom Europe distributes Equipment and services of satellite communication Operators (hereinafter the "Operators") and of manufacturers of equipment (hereinafter the "Manufacturers"). The specifications of the Equipment and details of services are specified in IEC Telecom Europe offers (hereinafter the "Offers").

## Article 2. Acceptance of terms

The Customer, when ordering through an order ("Order") approved and accepted by IEC Telecom Europe, unconditionally accepts these general terms and conditions and the independence between the provision of Equipment and the provision of Services Provided. Thus, unless expressly stated otherwise, cancellation or termination of a Service Provided, regardless of the cause, has no effect on the supply of Equipment or other Service Provided such as rent. In such a case, at the request of the Customer, IEC Telecom Europe will do its utmost to propose a subscription for a similar Service within the limits of Offers available at the time of the request of the Customer. The Customer acknowledges the specifications and description of Equipment or Services that are informed by IEC Telecom Europe and Operators in the Offers.

## Article 3. Price

Subject to express provisions to the contrary, especially in the Offers of Service Operators, the prices referred to in the Order are firm and final. Prices will be in Euros or U.S. Dollars and without tax (excl. VAT). All applicable taxes will be added at the time of placing the Order by the Customer. Shipping / delivery expenses thereto will be specified in the Order. The Euro equivalent will be shown on all invoices in foreign currency.

Any reduction or discount which might apply to the Equipment or Services are freely set by IEC Telecom Europe, IEC Telecom Europe will specify the conditions of these in its Offers.

## Article 4. Payment

IEC Telecom Europe invoices are payable by the customer within a maximum of thirty (30) days net from the date of issue of the invoice, unless special provisions have been made between IEC Telecom Europe and the Customer. In case of delay or default of payment, the Customer agrees to pay interest at a rate equal to 3 times the legal rate. IEC Telecom Europe may also at its discretion ask the Customer for payment to recover expenses incurred on the monies owed by the latter in exchange for the Supply of Equipment or Services, set at a flat rate of forty (40) Euros, notwithstanding the possibility of IEC Telecom Europe obtaining additional compensation on supporting evidence. The terms of settlement in cash or with discount are freely set by IEC Telecom Europe and specified on the invoices. Any cash settlement precludes the application of any discount on an invoice.

## Article 5. Invoicing

Any undisputed invoice within thirty (30) days from the date of invoice issue is considered as definitively accepted, the dispute will not exempt its payment and not allow any compensation to the Customer. Under Rentals, rents are due in advance on the first day of the rental. IEC Telecom Europe has a period of one (1) year from the due date of the relevant invoice to make an adjustment of invoices issued for communications, in accordance with the constraints due to the Operators.

IEC Telecom Europe may request the customer for a permanent guarantee deposit to cover communications and subscriptions based on an estimation of communications of a billing cycle. The amount of the deposit will be fixed according to the Offer and the Equipment taken by the Customer, as such it will be specified as a guide in the Offer. IEC Telecom Europe will refund the deposit within forty-five (45) days after the end of the rental period except if the Customer is in default or late payment, in which case IEC Telecom Europe will not be liable to return it.

The private customer may recover the VAT on presentation of a rebate slip for tax refund duly stamped by Customs for the Equipment sold in France and destined for export. This slip must be returned to IEC Telecom Europe within a maximum of three (3) months from the date of delivery. Administrative costs for the lump sum of fifteen (15) Euros will be applied to the refund of the VAT. These costs will be shown on the tax rebate slip.

## Article 6. Retention of ownership

The Equipment sold remains the property of IEC Telecom Europe until full payment of the amounts due. As part of the Rental, IEC Telecom Europe owns the Equipment, which must be returned at the Customer's expense within (8) working days from the end of the rental period. Failure to return the Equipment on time, the customer shall indemnify IEC Telecom Europe for the full value of the Equipment (IEC Telecom Europe retail price) on the day of that term.

## Article 7. Warranty of Equipment/Aftersales Service

The Equipment is covered by the legal warranty of the Manufacturer (hereinafter "Manufacturer Warranty"). Unless a warranty contract to the contrary, all the costs involved in the use, maintenance and repair or replacement of Equipment are the responsibility of the Customer, in the case of sale or rental. Return of Equipment will not be accepted without the prior written agreement of IEC Telecom Europe.

When renting: the Customer must promptly notify IEC Telecom Europe of any damage, destruction, loss or theft of the Equipment. Notwithstanding sections 1722 and 1724 of the Civil Code of France, the Customer releases IEC Telecom Europe of any legal or contractual obligation to guarantee the Equipment. The Customer is prohibited from exercising any action against IEC Telecom Europe because of failures of the Equipment. In return, the pursuance of warranty claims attached to the Equipment is transferred to the Customer by IEC Telecom Europe. The Customer therefore can intervene directly and at his own expense against the Manufacturer of the Equipment without calling IEC Telecom Europe into question.

## Article 8. Delivery – Risks

In case of collection by the Customer from IEC Telecom Europe's premises, delivery of the Equipment shall take effect upon physical delivery of the Equipment to the Customer. When renting, a completion certificate will be signed by the Customer on delivery. In the absence of this signature within five days after delivery, the completion is deemed effective. In case of delivery and unless otherwise stipulated on the invoice, the Ex-Works (2010) Incoterm applies. As such the transport of the Equipment ordered will be done by the carrier from the location chosen by IEC Telecom Europe. The Customer shall bear all shipping and related transportation costs including customs fees, irrespective of the particular delivery conditions. The amount of these costs will be indicated in the Order for information only. The delivery delay will be indicated as a guide by IEC Telecom Europe in accordance with the requested place of delivery upon acceptance of the Order. On the day of delivery the

Customer undertakes to check the completeness and conformity of the Products delivered (number, model, etc...). As such, the Customer acknowledges that the weights indicated on the packages are carefully estimated but not guaranteed. It is up to the Customer, in case of non-compliance of the Equipment delivered, of loss of Equipment during delivery or late delivery which the Customer can prove to be due to the fault or neglect of the carrier, whatever it is, to make all adequate claims in the form prescribed by the carrier. Failing forms prescribed by the carrier, the Customer must follow the following procedure: (i) issuance of comprehensive and accurate claims in writing on the delivery note dated and signed in the presence of the carrier, (ii) confirmation of these claims to the carrier by registered letter with acknowledgment of receipt within three (3) working days after delivery, (iii) by sending claims by registered letter with acknowledgment of receipt to IEC Telecom Europe within five (5) working days from the receipt day, attaching a copy of claims of the delivery note concerned. Without prejudice to the provisions of Article 9 "Return of Equipment", the delivered Equipment that would not be consistent with those listed in the accepted Order, cannot be taken back by IEC Telecom Europe.

## **Article 9. Return of Equipment**

All returns must necessarily be authorized by IEC Telecom Europe. The Equipment that has been modified, used, damaged by the Customer, may in no circumstances be returned to IEC Telecom Europe and the Customer may not claim any refund, credit or replacement Equipment. So with the exception of Equipment that is returned under the Manufacturer's Warranty applicable to equipment, no authorization of return will be granted and if the claims on the Equipment have not been transmitted to IEC Telecom Europe in accordance with the prescribed forms in Article 8 "Shipping – Risks."

IEC Telecom Europe when accepting the return of Equipment will give a return number and documents (hereinafter "Number and Return Documents"). The Customer agrees to return the Equipment carefully packed to avoid damage during transport and with the Number and Return Documents to allow IEC Telecom Europe to process the return request.

The Customer shall bear all charges to return the Equipment to the address that has been given by IEC Telecom Europe in the Return Documents. Failure to comply with these provisions the Equipment will not be taken back by IEC Telecom Europe and the Equipment will be returned to the Customer at his expense.

## **Article 10. Liability – Services**

IEC Telecom Europe acts as distributor of Equipment and Services, and can in no way be held responsible for the consequences of sales or the performance or failure to perform of the Services. Thereby IEC Telecom Europe will not be held responsible for any disruption, interruption, suspension of Services that would be caused by third parties or Operators or Manufacturers such as for example in the case of extension, strengthening of installations, maintenance or technical failure of the facilities of the Operator, failures associated with electromagnetic waves.

The Customer is responsible for the use and maintenance of the Equipment and Services. IEC Telecom Europe cannot be held responsible for the consequences of improper use of the Equipment or the Services by the Client or a third party. Access to Services can be subject to the introduction of a custom code, the Customer will be fully responsible for all communications as specified on the detailed invoice sent by IEC Telecom Europe.

The Customer is required to report to the Police or consular authorities, any loss or theft of Equipment or use of Services which has not been authorized by the Customer, and to inform IEC Telecom Europe in writing forthwith. The Customer may not rely on the use of Equipment by a third party for refusing to pay its bills. The cost of communications, in the case of "roaming" on GSM networks or other cellular networks, are unpredictable. The Customer agrees to this and agrees to pay all communications as they appear in the invoices sent by IEC Telecom Europe.

## Article 11. Intellectual Property

All intellectual property rights attached to the Equipment, its components (software, architecture, database, etc...) as well as any element that would be covered by an intellectual property right, under the laws and relevant national and international regulations (hereinafter after "Protected Elements") remain the property of the owner of such rights (hereinafter the "Holder"). Any use of these Protected Rights is prohibited without the written agreement of the Holder. Some Protected Elements are subject to a specific right of use in accordance with a license agreed by the Holder and as such the Customer agrees to comply with the conditions defined by the Holder.

## Article 12. Force Majeure

IEC Telecom Europe will not be responsible for non-compliance with its obligations as a result of the occurrence of an event of force majeure. Cases of force majeure are those that French courts have adopted and in particular the stoppage or modification of the Services by Operators or Manufacturers, technical failures, partial or total strikes of the Operators, of the Manufacturers or of their sub-contractors. In the event of a force majeure exceeding two (2) months, the subscription to the Services may be terminated by the parties without the possibility of any compensation being searched in this respect.

## Article 13. Termination

**13.1.** The duration of the subscription to the Service and the termination conditions are set out in the Order and in the general conditions of the Operator(s)/Manufacturer(s) concerned. This period may not be less than 12 months. The period of notice of termination shall be three (3) months.

**13.2.** In the following cases, the subscription can be automatically terminated by IEC Telecom Europe without notice at any time, without the Customer being entitled to be compensated:

- Failure of the Client to its obligations
- Misrepresentation of the Customer
- Non-payment by the Customer
- Liquidation or bankruptcy of one or other of the Parties
- Termination of the Service by the Operator
- Death of the Client

**13.3.** In the event of termination by the Client or under the requirements of Article 13.2, the Customer shall nevertheless pay interest for late payment of any amount owing prior to the termination of the subscription and, if the case of rental, pay rents due and to become due until the end of the twelve (12) months (in case of termination within the first twelve months) or three (3) months' notice. In addition, the Customer shall have to pay the unpaid subscriptions charges accrued. The validity of prepaid credits communications is defined by the Operators and can be changed by the Operators at any time, without notice and without recourse from IEC Telecom Europe. The communication credits are not refundable.

The decommissioning and re-commissioning of telecommunication systems, in the case under Article 13.2, are additional services for which the cost will be charged to the Customer.

IEC Telecom Europe reserves the right to transfer the subscriptions of the Customer to any other company or operator of its choice without the Customer able to rely on this to terminate his subscription.

#### **Article 14. Personal Data**

In the processing of orders, IEC Telecom Europe will collect personal data concerning the Customer for the purposes of the contract. The Customer is informed that these data may be communicated or transferred to suppliers and in particular to the Operators, Manufacturers and carriers for the purpose of execution of the Order or the supply of Services, this being accepted by the Customer. The Customer acknowledges that it is up to him to implement the necessary compliance measures applicable and in particular law n ° 78-17 of 6 January 1978 relating to information technology, files and freedoms. According to the said Law the Customer has a right to access and rectify the data concerning him, in proving his identity and sending a request to [marketing-ea@iec-telecom.com](mailto:marketing-ea@iec-telecom.com).

#### **Article 15. Settlement of disputes**

The Customer and IEC Telecom Europe agree to attempt to resolve amicably any disputes that may occur. Failing amicable agreement all disputes arising under this contract or in connection therewith will be settled according to the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with these Rules. The place of arbitration would be in Paris and the language of the procedure will be French.

#### **Article 16. Applicable law and competent jurisdiction**

These general conditions of sale are governed by French law.

IN THE EVENT OF ANY DISPUTE RELATING TO GENERAL TERMS AND CONDITIONS OF SALE (INCLUDING THEIR VALIDITY, INTERPRETATION AND ENFORCEMENT), EXCLUSIVE AND EXPRESS JURISDICTION IS ATTRIBUTED TO THE TRIBUNAL OF COMMERCE OF NANTERRE (EXCEPT WHEN A PUBLIC PROVISION OF FRENCH LAW CONFERS COMPETENCY TO ANOTHER JURISDICTION DUE TO SUBJECT MATTER AND/OR TERRITORIAL JURISDICTION, IN WHICH CASE, EXPRESS AND EXCLUSIVE JURISDICTION IS ATTRIBUTED TO THE COURT APPOINTED), NOTWITHSTANDING MULTIPLE DEFENDANTS OR WARRANTY WHATEVER THE TYPE OF PROCEDURE OR ACTION, EVEN FOR URGENT OR PREVENTIVE MEASURES BY APPLICATION FOR SUMMARY PROCEEDINGS OR BY REQUEST.

#### **Article 17. Official version**

The French text shall prevail.