

## GENERAL TERMS AND CONDITIONS OF SALE (GTC) AS AT 01.09.2023

### 1. OBJECT OF THE GENERAL TERMS AND CONDITIONS OF SALE

The relationship between the limited liability company cegecom s.a, established and having its registered office at 3 Rue Jean Piret, L-2350 Luxembourg, entered in the Luxembourg Trade and Companies Register under number B.65734 and the CUSTOMER is governed by the present General Terms and Conditions of Sale as well as by the Special Terms and Conditions of Sale signed between cegecom s.a. and the CUSTOMER. The present General Terms and Conditions of Sale define the respective obligations, within the framework of the execution of the contract to be entered into (hereinafter referred to as "the CONTRACT"), of the limited liability company cegecom s.a. and of the customer. The customer expressly acknowledges that he/she is aware of the GTCs and accepts them without reservation or limitation. The customer acknowledges that he/she is expressly contracting for the needs of his/her professional activity and shall therefore not be entitled to benefit from the provisions of the Consumer Code.

### 2. PRICES

All the prices are expressed in euros, VAT excluded.  
Prices are rounded up to the next whole number. The installation costs are based on the STATEC Index 944.43 (01.09.2023).

### 3. ESTABLISHMENT AND TERM OF THE CONTRACT

**3.1** With a view to establishing the contract, cegecom s.a. shall submit a quotation to the customer stating the information gathered from the customer as well as any documents to be submitted. The customer shall certify the accuracy of the information provided to cegecom s.a. in order to complete the offer. Any error, inaccuracy or false declaration by the Customer shall not engage the liability of cegecom s.a., which shall be entitled to invoice the Service(s) subscribed to, or any expenses and costs incurred as a result of the inaccuracies or errors of the Customer.

**3.2** The Contract shall be validly established and shall definitively bind the parties for the Service(s) and for the agreed term, upon receipt of the customer's acceptance of the offer issued by cegecom s.a. Such acceptance shall be evidenced by the form containing the offer, or a copy thereof, duly dated and signed by the Customer. The term of the contractual commitment shall be set out in the Special Terms and Conditions of Sale. The Contract shall take effect retroactively on the date of signature of the offer corresponding to the Service(s) subscribed and the starting point for the term of commitment shall be set at the date the Service(s) were launched.

**3.3** The Customer undertakes to provide access to its site in order to allow the installation of the Service(s). If access to the site is not provided for the installation of the Service(s), cegecom s.a. may, automatically, consider the Request for Access to the Service(s) concerned to be null and void. In this case, a lump sum equivalent to the amount of the subscriptions which were the subject of the request multiplied by the term specified in the subscription request shall be invoiced. If the site is not in a condition to receive the installation of the Service(s), the Request for Access to Service(s) shall automatically lapse on expiry of a period of two months if the Customer does not bring the site into compliance. The two-month period shall start to run from the day on which cegecom s.a. sends written notification by e-mail or, failing that, by letter, of the reasons for the impossibility of installation.

### 4. TERM AND RENEWAL OF THE CONTRACT

The end of the Contract shall correspond to the last day of the last month of the Contract term. At the end of the initial term of commitment, the fixed-term Contract shall be renewed unless terminated by either party by registered letter with acknowledgement of receipt three months before the expiry of the term, i.e. three months before the last day of the last month of commitment. The renewal shall give rise to a new Contract the content of which shall be identical in all respects to the initial Contract, so that the only possible exception shall concern the term. Unless otherwise stipulated in the Special Terms and Conditions of Sale, the Contract with cegecom s.a. shall be renewed for a period of 12 months. This renewal mechanism for a term of 12 months shall be applied at each end of the Contract term. As with the initial term, the term of the renewed Contract shall be automatically extended to the last day of the last month of the Contract term.

### 5. OBLIGATIONS OF cegecom s.a.

cegecom s.a. undertakes to use all possible means to provide satisfaction to the customer and to ensure that the customer has access to its Service(s) under the best possible conditions. However, for cegecom s.a., this commitment shall only constitute an obligation of means. Consequently, cegecom s.a. shall only be held liable upon proof of its fault.

### 6. OBLIGATIONS OF THE CUSTOMER

The Customer undertakes to collaborate with cegecom s.a. and any of its service providers in order to facilitate and allow the execution of the Contract. In particular, the customer authorises the implementation of any programming by cegecom s.a. or one of

its technical partners on its installations. The Customer (and the user for whom he/she is acting as a guarantor) undertakes to comply with the obligations under the Contract and to use the Service(s) in accordance with the applicable laws and regulations and for the purpose for which these Service(s) have been designed and marketed. He/she also undertakes to adopt reasonable behaviour in the use of the Service(s). The Customer shall refrain from any fraudulent or illegal use of the Service(s) and any use which contravenes public order. Under no circumstances shall cegecom s.a. be held liable for any use made in contravention of the legislation in force. In this respect, the Customer undertakes to indemnify cegecom s.a. for all financial consequences which it may be required to bear as a result of any claim or legal proceedings brought against it by a third party on the basis of a breach of any of its rights or of any prejudice which may be caused by any abnormal use, which does not comply with or which is contrary to laws and regulations.

### 7. FORCE MAJEURE

cegecom s.a. or the Customer shall not be held liable in the event of non-fulfilment of their obligations under the Contract if it is proved that such non-performance is due to an event of Force Majeure within the meaning of the Civil Code. Force Majeure in contractual matters shall occur when an event beyond the control of the party concerned, which could not reasonably be foreseen at the time of the conclusion of the Contract and the effects of which cannot be avoided by appropriate measures, prevents the party concerned from fulfilling their obligations. If the impediment is definitive, the Contract shall be terminated automatically upon notification of the impediment by registered letter with acknowledgement of receipt. The termination shall take place on the date of receipt of the registered letter with acknowledgement of receipt. If the impediment is temporary, the obligation shall be suspended, but this suspension may not exceed 3 months. Beyond that, the Contract shall be terminated automatically and the parties will be released from their obligations. The period of 3 months shall run from the date of receipt of the registered letter with acknowledgement of receipt.

### 8. THE TIME FRAME FOR PROVISION

Unless otherwise provided in the Particular Conditions, the deadline for the provision of the Service is indicated in the offer and starts upon receipt of the duly signed Contract. This deadline shall be subject to authorisations and technical feasibility.

### 9. EXTENSIONS

The extensions to the defined configuration require an adjustment of the Contract and are calculated according to the fees applicable at the moment of the extensions.

### 10. CESSATION OF THE SERVICE(S)

The Contract may be terminated at the initiative of the customer, if it provides legal proof of its insolvency or if it establishes the cessation of activities at the location(s) served by the Contract. The cessation of activity shall be defined, within the meaning of this Article, as the complete and definitive cessation or abandonment of the activity carried out by the customer, as this activity is defined in the terms of its corporate object. Insolvency shall be effective, within the meaning of this Article, in the event of bankruptcy, liquidation or dissolution of the customer. Termination shall be effective upon 3 months' notice.

### 11. MOVING

In the event of a move, the same services shall be supplied to the new location. However, the provision of the services shall be dependent upon the possible access to the new location. Interruption of the Service shall occur during the move.

### 12. GENERAL

Any extension, reduction or move of the equipment shall not affect the duration of the Contract.

### 13. TARIFF STRUCTURE AND INVOICING

**13.1** The Customer undertakes to pay to cegecom all installation costs (for the connection) as well as a monthly fee for the use of the Service, the prices of which may vary in line with the object of the Contract and the nature of the Service offered within the framework of the pre-qualified Contract, and the total costs of the communications made. The prices for the supply of the various services and the prices of communications are available at the cegecom sales points and on the internet site [www.cegecom.lu](http://www.cegecom.lu)

**13.2** The installation costs are invoiced as soon as the installation is completed. The communication costs are invoiced on the basis of the price lists in force. The fee is invoiced monthly and sent at the beginning of each month. The invoicing starts on the first day of the provision of the Service. The first invoice shall include the first month pro rata temporis. All the invoices are payable, without any discount, within the deadline stated on the offer. The bank account numbers for the payment are noted at the bottom of each cegecom's invoice.

**13.3** Any dispute relating to an invoice must be notified to cegecom s.a. within 15 days of its issue date by registered letter. In the absence of a real and serious dispute, notified within the aforementioned period and following the aforementioned formalities, the invoice shall be deemed to be accepted by and due in full from the customer who shall be deemed to have waived all recourse against that invoice.

**13.4** The Customer shall have a maximum period of thirty (30) days to run from the date the invoice is issued to dispute the amount on the basis of the records established by cegecom s.a., which shall be deemed authentic between the parties. After that period, the invoice shall be deemed to have been accepted by and due in full from the customer, who shall be presumed to have waived any recourse against that invoice.

**13.5** The Parties expressly agree that the customer's obligation to pay all invoices within the time limit set out in Article 12.4 shall be an essential obligation of the Contract. In the event that the Customer fails to fulfil this obligation, upon expiry of the dispute period and without prejudice to any other recourse which cegecom s.a. may take to obtain compensation for the loss or damage suffered as a result of this failure, the Contract may be terminated automatically fifteen (15) days after service of a notice of default remains unheeded, sent by cegecom s.a. by way of registered letter with acknowledgement of receipt. The termination of the contract shall automatically entail the termination of the Service(s). Any delay in payment which may have been granted on a purely commercial basis within the context of a previous incident by cegecom s.a. shall in no way be considered as a waiver of the benefit of the termination clause.

## 14. DELAYS IN PAYMENT

In the event of a non-payment of an invoice at the due date, cegecom may claim an amount for late payment as of right and without any prior formal notice and without any prejudice to any other available remedies set out in the Contract. The amount due by the Customer shall be an interest calculated on the total amount of the invoice, VAT included, for the period of time comprised between the due date and the date on which one of the bank accounts of cegecom s.a. has been credited. This interest shall be calculated on the basis of the legal rate for interbank transactions, valid at the Banque Centrale du Luxembourg, increased yearly by 3%. In addition, the connections may be interrupted in the event of a default of payment by the Customer within the 30 days following the due date of payment. The Customer undertakes to pay to cegecom the costs, resulting from any suspension and/or commencement of the provision of the Service following failure or delay in the performance of his payment obligations, in a form of a lump sum of € 50 (fifty euros), VAT excluded.

## 15. WAIVER TO PROVIDE A CONTRACTUAL SUMMARY

The Client declares having received all information and clarification prior to accepting his offer, so that he certifies that he has read, understood and accepted the said offer, which covers all his requirements and needs on the date of signature. In this sense, the Customer expressly agrees to waive the provision of a contractual summary as provided for and defined in Article 113 of the Act of 17 December 2021 transposing Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018.

## 16. NON-GUARANTEED CLAUSE

cegecom disclaims all warranties towards professional Customers, including the conformity warranty and the warranty against hidden defects.

## 17. LIMITATION AND/OR EXCLUSION OF LIABILITY CLAUSE

cegecom shall be only liable to the Customer for gross negligence equivalent to wilful misconduct. cegecom undertakes to do everything in its power to ensure to the Customer access to the Service covered by the Contract in the best conditions. However, cegecom is only bound by a duty of best efforts.

The liability of cegecom shall be excluded in the following cases:

- Termination of the Contract for the failure by the Customer of one of his obligations under the Contract or the present GTC;
- Misuse, excessive or abusive use of the Service;
- Suspension of the Service;
- Inappropriate installation of the equipment or the accessories required for a proper operation of the Service;
- Malfunction or misuse of any equipment not covered by a Contract with cegecom;
- Use of inappropriate equipment hindering a pertinent interoperability with the Service provided by cegecom;
- Illegality and/or errors altering the content of the information, communications, messages or any other digital content available from the Service of cegecom;
- Illegality and/or errors altering the information provided and the content of the services offered by other service providers or operators than cegecom, even if these services are available through the Service of cegecom;
- Momentary or prolonged disruptions or interruptions of the Service of cegecom, resulting from the maintenance, reinforcement, redevelopment or extension works of the network and from the Service of cegecom in general;
- Momentary or prolonged disruptions or interruptions of the Service of cegecom caused by the default of the networks of other operators, to which the Service of cegecom is connected, including the malfunction of the network of the local operator;
- Momentary or prolonged disruptions or interruptions of the services provided by

third-party service providers, operators or platforms;

- Momentary or prolonged disruptions or interruptions resulting from the presence of obstacles such as buildings, vegetation or topography;
- Momentary or prolonged disruptions or interruptions resulting from any failure of the network;

## 18. EXCEPTION OF NON-EXECUTION: SUSPENSION OF THE CONTRACT

In the event of total or partial non-payment or late payment of an invoice by the **payment deadline**, cegecom s.a. may, without prior notice, suspend the Service(s), without the Customer being entitled to claim any damages as a result of such suspension. More generally, in the event of non-performance, bad performance or delay in the performance of any of its obligations under the Contract, cegecom may suspend automatically the provision of the Service without any notice and without any compensation. cegecom may also suspend the Service where there is evidence or strong presumption of fraud. Beside the cases of force majeure, cegecom may also suspend immediately the Service without any notice and without any compensation for reasons of technical and operational requirements. In the event of suspension for whatever reason, the remaining sums due shall become immediately payable. In the cases of suspension as provided for by this article of the present GTC, the fees for suspending and reactivating the Service will be charged to the Customer. In the event of suspension for whatever reason, the Customer shall remain bound by his obligations under the Contract. The Customer shall remain required to pay to cegecom the totality of the license fees due until the end date of the Contract. cegecom reserves the right to terminate the Contract ten days after the date of the suspension, without any notice and without any compensation, if the Customer cannot demonstrate the correct performance of all his obligations under the Contract.

## 19. TERMINATION

In no circumstances shall the Customer request the suspension of the Contract by invoking the bad quality of the network or the momentary or prolonged disruptions or interruptions. cegecom is only bound by a duty of best efforts.

Termination by cegecom

cegecom shall have the right to terminate the Contract without any prior formal notice or any other formality and without any compensation or reduction of the fee, if the Customer fails his obligations under the Contract, including:

- The non-payment or delay in payment of an invoice;
- The suspension of the Contract, if the Customer has forgotten to demonstrate that he has correctly performed his obligations within the deadline of ten days following the date of the suspension;
- The abusive, excessive or fraudulent use of the Service;
- The communication of false information by the Customer when subscribing, or the omission to communicate their possible modifications to cegecom.

The Contract is automatically terminated in the event of bankruptcy, liquidation or dissolution of the Customer. The Contract shall be automatically terminated, without any compensation to the Customer, if the authorisations granted by the Luxembourg authorities to cegecom expire.

Termination by the Customer

If the Customer terminates the Contract before the end date as stipulated in the Contract and in accordance with the article 6 of the present GTC, he must pay to cegecom an amount equal to the totality of the subscription fees due until the end date of the Contract.

## 20. PENALTY CLAUSE

Any overuse of the Service shall be subject of the payment of a lump sum of € 5,000 (five thousand euros) by the Customer without any prejudice to the articles 13 and 14 of the present GTC. Any termination or suspension of the Contract, due to the failure by the Customer of one of his obligations under the Contract or the present GTC, shall be subject of the payment of a lump sum of € 5,000 (five thousand euros) by the Customer. In case of gross negligence or wilful misconduct, cegecom should not be bound to pay more than € 2,500 (two thousand five hundred euros) to the Customer by way of compensation.

## 21. NULLITY – NON-WAIVER

The nullity of one or several clauses of these General Terms and Conditions will not affect the validity and enforceability of the other clauses, which remain valid and fully enforceable.

## 22. DATA PROTECTION

cegecom expressly invites the Customer to consult the information notice on personal data protection, available on the cegecom's internet site under the section "General information" (<https://cegecom.lu/en/general-informations/grpd>), in order to be informed of about the confidentiality policy of cegecom. The aforementioned notice forms an integral part of these General Terms and Conditions and is in line with the legal and regulatory provisions in force concerning the information technology, files and freedoms, including the modified Law of 2 August 2002 on the protection of privacy with regard to the processing of personal data, the Law of 30 May 2005 on the protection of privacy in the electronic communications sector and the EU Regulation 2016/679 of the European Parliament and of the Council on the protection on natural persons with regard to the processing of personal data and free movement of such data, from the date of application.

## 23. AMENDMENT TO THE CONTRACT

**23.1** Any amendment to this the Contract shall be expressly agreed in writing in a prior agreement between the two parties. However, cegecom may, at any time, amend this Contract if the legislations and regulations applicable to telecommunications are amended, if there is a change to the authorisations granted to cegecom by the relevant authorities, if the court decisions directly or indirectly affect the activities or services of cegecom or for any other reasons of the same kind. In that event, cegecom shall notify the Customer of the changes, which will enter into force 15 days after the notification.

**23.2** cegecom reserves the right to amend these General Terms and Conditions at any time. If any amendment to these General Terms and Conditions should be made, cegecom undertakes to notify the Customer of the amendment in writing, such notification to take place at cegecom's sole discretion, by email, message on the invoice, display on the internet site or by any other means of communication. It is the Customer's responsibility to refer regularly to the most recent version of the General Terms and Conditions available on cegecom's internet site. The Customer shall be deemed to have accepted the latest version published,

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subject to his right of termination. The amendments shall be deemed to be approved by the Customer if the latter has not notified cegecom of his opposition in writing within 15 days of the notification of the amendment. It is understood that amendments resulting from a change in legislation or the regulations may be enforced upon the Customer without any prior notification.

**23.3** In the event of difficulties regarding the interpretation or execution of the Contract, the Customer can contact cegecom s.a. B.P. 2708, L-1027 Luxembourg by registered mail. The parties shall try to find a solution within a reasonable time of 4 weeks. If the Customer does not agree with the suggested solution, he may call upon the Institut Luxembourgeois de Régulation (ILR) for arbitration in accordance with the rules established by it: <https://web.ilr.lu/mediation/FR/Mediation>

## 24. APPLICABLE LAW – COMPETENT JURISDICTION

The Contract shall be subject solely to Luxembourg law. All disputes and disagreements relating to the establishment, performance or termination of the Service Subscription Contract shall be submitted to the exclusive competence of the Courts of the City of Luxembourg.