

OFFER FOR COLLOCATION 2004

GENERAL BILLING MANUAL

Changes from previous version¹

Added

Paragraph	Remarks	Issue ²
3.3	DISPUTES RELATING TO INVOICES	

Changed

Paragraph	Remarks	Issue ²
Voettekst	Changed version from 2.0 to 2.1	
Various	Colours to various definitions, services and documents	
3.1	Interest in statutory rate	

Removed

Paragraph	Remarks	Issue ²
5	Indexation of tariffs	

¹ Grammatical changes have not been indicated.

² See “Reply issues RO2001 collocation 3rd phase.xls”

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1. INTRODUCTION

This manual describes the procedures related to billing applicable to the KPN Telecom Collocation **Services** provided by **Service Supplier** to **Service Taker**, as set out in the **Services Schedule** and described in the **Service Descriptions** of the specific Collocation **Services**.

Terms of which the first letter is capitalised are defined in **Definitions**.

2. INVOICE PROCESSING

- 2.1 **Service Taker** shall pay **Service Supplier** the charges payable by it in accordance with the applicable tariffs in respect of the **Services** as specified in the specific collocation **Tariff Schedule** and **Service Schedule**. All amounts shall be subject to Value Added Tax (VAT) and any other levies payable by law.
- 2.2 The **Invoice** will be sent to the billing address of **Service Taker** as set out in the **Parameter Schedule** of the specific Collocation **Service**.
- 2.3 If any **Billing Data**, which was to be used for **Invoice Information**, is irrevocably inaccessible or otherwise corrupted, **Service Supplier** shall notify **Service Taker** in writing by registered mail addressed to **Service Taker**. Within 10 **working days** of such notification **Service Taker** shall use reasonable endeavours to deliver suitable information, in order to enable **Service Supplier** to generate the missing **Invoice Information**.
- 2.4 **Service Taker** may change its billing address at any time by giving at least one calendar month prior written notice to KPN.

3. DISPUTES RELATING TO INVOICES

- 3.1 An Invoice shall be deemed to have been accepted by **Service Taker** if **Service Taker** does not present a written objection before the **Due Date**. If an objection is presented, the Parties shall make every reasonable effort to promptly settle the dispute concerning the relevant **Invoice**. If the objection is sustained and **Service Taker** has paid the disputed Invoice, the amount of overpayment shall be refunded to **Service Taker** promptly, with the statutory rate “Wettelijke rente” as referred to in article 6:119 of the Dutch Civil Code from the date payment of the disputed amount was received until the refund is transmitted to **Service Taker**. If the objection is not sustained and **Service Taker** has not paid the disputed amount, **Service Taker** shall pay such amount promptly with the statutory rate applying from the date **Due Date** until the day payment is received by **Service Supplier**.
- 3.2 Nothing in this paragraph shall relieve **Service Taker** from paying those portions of an **Invoice** that are not in dispute.
- 3.3 If **Service Taker** disputes the tariff of any service, **Service Taker** shall present a written objection to the account manager as soon as possible, but in any case before the **Due Date** of that Invoice. Together with this written objection, **Service Taker** shall provide **Service Supplier** with all relevant information necessary to substantiate its claim. The tariff dispute shall be settled in accordance with the procedures set out in article 24 of the legal body of this Agreement

4. PAYMENT

- 4.1 Payment shall be made by **Due Date**.
- 4.2 Payment by **Due Date** is applicable for all collocation tariffs, including “recurring charges” and “non-recurring charges” as described in the specific collocation **Tariff Schedule**.
- 4.3 Notwithstanding the provisions of Article 3 of this **Billing Manual**, **Service Taker** shall be in default, without further notification to that effect, if it has failed to make payment by the **Due Date**. From the date on which **Service Taker** is in default, **Service Supplier** shall be entitled to charge interest at the statutory rate (“wettelijke rente”) in accordance with article 6:119 of the Dutch Civil Code, as well as all or part of the reasonable costs of collecting outstanding amounts in accordance with article 6:96, paragraph 2, under C, of the Dutch Civil Code.

– End of Billing Manual –