

Supplementary Terms and Conditions

Toestel Vervangservice and Toestel Vervangservice SIM Only

juni 2014

CONTENTS

1. Definitions	1
2. Contract and terms and conditions	1
3. Duration of the Toestel Vervangservice (SIM Only)	2
4. Condition for using the Toestel Vervangservice	2
5. Replacement Handset Package	2
6. Repair	2
7. New SIM card	3
8. Other provisions	3

1. DEFINITIONS

The meanings of the items with an initial capital letter are as given in article 1 of the General Terms and Conditions and in this article.

Supplementary Terms and Conditions: these Toestel Vervangservice and Toestel Vervangservice SIM Only Supplementary Terms and Conditions

General Terms and Conditions: KPN's General Terms and Conditions for Mobile Telecommunications Services

Mobile Handset: Mobile Handset that the Contracting Party or End User uses

Toestel Vervangservice (Handset Replacement Service) (SIM Only): Supplementary Service under which, in the event of a defect in/damage to the Mobile Handset or loss or theft of the Mobile Handset, a Replacement Handset Package is provided to the User by or on behalf of KPN.

Vervangend toestel pakket (Replacement Handset Package): a package consisting of a Mobile Handset and associated accessories and conditions that are provided to the Contracting Party temporarily on the grounds of the Toestel Vervangservice (SIM Only).

Service Point: locations designated by KPN on www.kpn.com for repairs.

2. CONTRACT AND TERMS AND CONDITIONS

- 2.1 The General Terms and Conditions and these Supplementary Terms and Conditions apply to the Supplementary Service Toestel Vervangservice (SIM Only). In the case of contradictions between the General Terms and Conditions and the Supplementary Terms and Conditions, the Supplementary Terms and Conditions will prevail.
- 2.2 If the Toestel Vervangservice (SIM Only) is part of a specific Subscription-offer, no separate Toestel Vervangservice contract needs to be entered into. In that case the Toestel Vervangservice (SIM Only) starts when a Subscription is taken out. In all other cases, however, a separate Toestel Vervangservice (SIM Only) contract has to be concluded.
- 2.3 Except in the case described in article 2.2 first sentence, a Toestel Vervangservice (SIM Only) contract is established on the date on which KPN confirms to the Contracting Party that the Contracting Party's application to that effect has been accepted. If the application for the Toestel Vervangservice is made when a Subscription is taken out, the acceptance date is the moment at which the Contracting Party receives the Mobile Handset / SIM card. If the application for the Toestel Vervangservice (SIM Only) is not made when a Subscription is taken out, KPN sets as a requirement for accepting the application that a KPN Service Point establishes that the Mobile Handset is working properly.



3. DURATION OF THE TOESTEL VERVANGSERVICE (SIM ONLY)

- 3.1 If the Toestel Vervangservice (SIM Only) is a part of a specific Subscription-offer, the Supplementary Service is provided for the duration of the Subscription.
- 3.2 In all other cases the Toestel Vervangservice (SIM Only) is provided for the minimum term of one year and the maximum term of three years. The Contracting Party can cancel the Toestel Vervangservice (SIM Only) at or after the end of the minimum term by giving one month's notice.

4. CONDITION FOR USING THE TOESTEL VERVANGSERVICE

- 4.1 In order to be able to use the Toestel Vervangservice, the Contracting Party or the End User must contact the KPN Klantenservice (Customer Service) via the telephone number 0031 (0) 6-12001200. KPN can be reached for this on working days between 08.00 and 22.00 and on Saturdays between 08.00 and 18.00. However, KPN can be reached 24 hours a day for reporting loss or theft in order to block the SIM card.
- 4.2 The Toestel Vervangservice can be used a maximum of three times a year per Subscription.
- 4.3 KPN is entitled to involve third parties in the execution of the Toestel Vervangservice.

5. REPLACEMENT HANDSET PACKAGE

- 5.1 If the End User is in the Benelux countries, KPN will try to deliver a Replacement Handset Package to the User at the agreed location in the Benelux countries within 4 hours after receipt by KPN of a report as referred to in article 4.1. If the End User is outside the Benelux countries, the timing and location of the delivery of the Replacement Handset Package will be decided in consultation.
- 5.2 If the Contracting Party purchased the Toestel Vervangservice (SIM Only) in combination with a regular Subscription, i.e. a Subscription with Mobile Handset, and the information about the handset is known to KPN, the Replacement Handset Package contains a Mobile Handset has the same Operating System as the original handset. In the event that the Contracting Party purchases the Toestel Vervangservice (SIM Only) in combination with a SIM Only Subscription, or if the handset information is not available in the case of a regular Subscription, the Replacement Handset Package contains a Mobile Handset.
- 5.3 The Contracting Party or End User must be at the agreed location at the agreed delivery moment in order to take receipt of the Replacement Handset Package. The Contracting Party or End User must identify himself or herself upon delivery using a valid proof of identity.

If the User is not present at the agreed location or at the agreed moment, KPN is entitled to charge the Contracting Party the additional costs arising out of this.

- 5.4 Delivery of the Replacement Handset Package is deemed to have taken place as soon as the Contracting Party or End User has signed for receipt.
- 5.5 If the Replacement Handset Package received by the Contracting Party or End User has missing parts or parts that are defective or otherwise unusable, the Contracting Party or End User must notify KPN's Klantenservice as soon as possible.
- 5.6 The User is obliged to use the Replacement Handset Package carefully and with due diligence. The Contracting Party is liable for defects in, damage to, loss of or theft of the Replacement Handset Package. The associated costs will be charged to the Contracting Party by KPN or by the third party brought in by KPN.
- 5.7 The Contracting Party is not permitted to give the Replacement Handset Package to third parties to use or to alienate it.
- 5.8 The Replacement Handset Package is provided to the Contracting Party or End User for the maximum period of 30 days. The entitlement to the Replacement Handset Package ends in any event upon delivery of the Contracting Party's or End User's own (repaired) Mobile Handset or in the event that the Contracting Party or End User decides not to have its broken Mobile Handset repaired (by KPN). If the Contracting Party has concluded a supplementary Toestel Service Contract, the provisions of article 6.6 of the Toestel Service Supplementary Terms and Conditions apply.
- 5.9 As soon as the entitlement to use the Replacement Handset Package ends, the Contracting Party or End User must surrender the Replacement Handset Package to KPN or the third party brought in by KPN when requested to do so. If the Contracting Party does not comply with this, KPN or the third party brought in by KPN is entitled to charge the Contracting Party for the costs arising from this.

6. REPAIR

- 6.1 In the event of defects in or damage to the Mobile Handset, the Contracting Party or End User gives the non-functioning Mobile Handset to the party delivering the Replacement Handset Package.

- 6.2 If costs for the Contracting Party are associated with the repair, KPN or the third party brought in by KPN will make a cost estimate before repair starts. If the Contracting Party does not want to proceed with repair of the Mobile Handset after this cost estimate, KPN or the third party brought in by KPN is entitled to charge the investigation costs and the entitlement to use the Replacement Handset Package ends.
- 6.3 The Mobile Handset will be delivered to the End User or Contracting Party after repair or if the Contracting Party decides not to have the Mobile Handset repaired. The Contracting Party must pay the repair costs or any investigation costs in the way stated on the cost estimate.
- 6.4 There is three-month repair guarantee on any guarantee. This guarantee applies solely to the repairs made in the first instance and the parts used for them.
- 6.5 KPN, or the third party brought in by KPN, does all the repairs under license of the OEM. KPN will make sure that all Mobile Handsets in the actual KPN portfolio, or the Mobile Handsets that were in the KPN portfolio during the 2 years previous to the date that the Contracting Party or End User uses Toestel Vervangservice, can be repaired.
When a Mobile Handset is not purchased via KPN, it can only be accepted for repair if the Mobile Handset was purchased via an official Dutch dealer and the device is or have been part of the KPN portfolio.
- 8.3 KPN is entitled to make available to a third party brought in by KPN during the execution of the Toestel Vervangservice (personal) information from the Contracting Party and the End Users.

7. NEW SIM CARD

- 7.1 If the Contracting Party's or End User's SIM card is stolen or lost, at the request of the Contracting Party or End User KPN or a third party brought in by KPN will deliver a new SIM card together with a Replacement Handset Package. Paragraphs 1, 3, 4 and 5 of article 5 apply correspondingly to the delivery of the new SIM card.
- 7.2 KPN calculates per delivered SIM card the price applicable at that moment as published on www.kpn.com. The payment will be charged to the Contracting Party by means of the monthly invoice.
- 7.3 The new SIM card is not a part of the Replacement Handset Package and does not need to be returned when the Replacement Handset Package is surrendered.

8. OTHER PROVISIONS

- 8.1 KPN is entitled to amend the Toestel Vervangservice Service terms and conditions and payment from time to time. Article 1.16 paragraph 4 of the General Terms and Conditions does not apply to price changes.
- 8.2 KPN or the third party brought in by KPN is not liable for loss or damage caused by not delivering the Replacement Handset Package and/or SIM card on time and/or not repairing a Mobile Handset on time.