

# GENERAL AGREEMENT

## SELEK / BVWORLDCELL rents to customers CELLULAR PHONE & SIM CARD

### 1 - The contract

- 1.1 - The rental contract consists of the conditions stated on the rental contract. "Customer" means the person signing the rental contract and any other party to whom the charges incurred are billed at the express direction of such party, both of whom are jointly and severally liable for such charges.
- 1.2 - All phone and related equipment including phone, batteries, adapter, case, SIM card, and other equipment is and remains SELEK / BVWORLDCELL property. The customer acknowledges that he acquires no rights hereunder other than use of the equipment. While the equipment is on rental to the customer, any service to or replacement of the equipment must have SELEK / BVWORLDCELL prior approval.
- 1.3 - The customer renting a phone accepts the responsibility of the rent for a period of time (the rental period). The customer accepts responsibility for safe return of the phone in essentially the same condition as received and shall return at the date stated herein or sooner upon demand of SELEK / BVWORLDCELL .
- 1.4 - In the event the customer violates the terms and conditions of the rental contract or the customer has furnished SELEK / BVWORLDCELL or its agents false information, SELEK / BVWORLDCELL may terminate the rental contract with the customer and the customer shall return the equipment, and all charges in connection therewith shall become immediately due and payable. SELEK / BVWORLDCELL may terminate the rental contract or disconnect the telephone service at any time for any reason.

### 2 - The Rental

- 2.1 - SELEK / BVWORLDCELL will deliver the equipment to the customer at the place of delivery indicated on this contract.
- 2.2 - The rental start date is the date of delivery.
- 2.3 - The rental duration is the period from the start date until the date on which the customer returns the equipment in accordance with what is written on this contract and the agreement.
- 2.4 - If the equipment is not physically returned to the company by the requested date SELEK / BVWORLDCELL will charge the phone as missing.
- 2.5 - In case of a courier delivery, we consider the shipping date as the return date.
- 2.6 - The customer acknowledges that the equipment received from SELEK / BVWORLDCELL is in good working order. The customer will be responsible for all rental charges regardless of whether the equipment functions properly or not, unless the customer notifies SELEK / BVWORLDCELL in writing of any problems.
- 2.7 - Regarding to the transportation of equipment into/from foreign countries, the customer should be fully responsible for all duties and taxes as well as the reporting of any and all necessary forms or paperwork required by the applicable local or federal government(s).
- 2.8 - SELEK / BVWORLDCELL does not guarantee uninterrupted service and shall not be liable for the inability of the customer to complete telephone calls due to circumstances beyond the reasonable control of SELEK / BVWORLDCELL. The customer acknowledges that the equipment may not function in certain geographic areas, such as within some steel and concrete buildings, in basements or parking or in some rural, coastal or mountainous areas.
- 2.9 - SELEK / BVWORLDCELL does not guarantee the shipping of the phone and shall not be liable for the disability of courier to respect the date of delivery.

### 3 - The Equipment's Replacement

- 3.1 - In case of lost, damage or missing of the equipment, SELEK / BVWORLDCELL will charge 250 € for a cell phone, charger 25 €, bag 25 € and headset 30 €.

### 4 - The Payment

- 4.1 - The customer shall pay SELEK / BVWORLDCELL on demand the sum of equipment rental charges, shipping delivery charges (outside Europe), and charges for outgoing and incoming calls from the time the customer receives the equipment until all equipment is returned to SELEK / BVWORLDCELL rental location or agent. The usage is charged per second after the first minute.
- 4.2 - The rental of a SIM Card only will be free up to 14 days. After this 14 days a fee of 20 € per extra week will apply.
- 4.3 - Special numbers are billed as international calls.
- 4.4 - "0800" numbers are billed as national calls.
- 4.5 - The customer's usage is based on national and international calls. With national calls we mean calls from one country to the same country and international calls from one country to another one.
- 4.6 - A listing of all numbers called is available 60 days after the customer's rental end date. The customer agrees that payment of usage charges will not be withheld by client pending receipt of call detail.

### 5 - The return procedure

**In order to finalize and close the rental contract, the customer assumes to follow the rental procedure:**

- Place the BLUE CELL PHONE CASE inside the DHL prepaid envelope.
- Be as discrete as you can for theft reason.
- Post it to DHL or ask the reception of your hotel to process the pick up by DHL.
- In case of return from outside EUROPEAN COMMUNITY, make sure to reply the pro forma invoice ([www.dhl.com](http://www.dhl.com)).
- We remind you that you are liable and responsible for the safe return of your equipment to SELEK / BVWORLDCELL office.

SIGNATURE