



General terms for the use of BGAN Satellite Service

1. **Preamble**
 - 1.1. These general terms shall apply to the delivery of BGAN services provided by Polaris Electronics A/S hereinafter called the Supplier.
 - 1.2. The subscription is to be signed by the Customer, and delivery of the service is then covered by these general terms and terms given by or between other Suppliers, together with the International Telecommunication Union (ITU)
 - 1.3. Any deviation from the herein stated terms shall be valid only when confirmed in writing by the Supplier.
2. **Credit evaluation**
 - 2.1. The Supplier reserves the right to make a credit evaluation of the Customer including to make enquiries about the creditworthiness. The information given by the Customer will be treated in confidence and will only be used in connection with delivery of the service agreed upon, invoicing and if necessary for the credit rating agency.
 - 2.2. The Supplier can require within a given time that the Customer gives security for obligations made by signing this subscription.
 - 2.3. The subscription is not entered until the Supplier has made a satisfactory credit evaluation and a possible guarantee is received. No later than 5 days from receipt of the subscription the Supplier informs the Customer of final entering.
3. **Invoicing and payment**
 - 3.1. The airtime and the monthly fee are invoiced in a monthly basis in Danish or English language, in paper and in the chosen currency USD, EUR or DKK. EUR or DKK is exchanged to the medium exchange rate from The Danish National Bank + 1% and according to the valid pricelist. The pricelist is subject to change without notice.
 - 3.2. The term of payment is as stated in the invoice. If the Customer fails to pay the full in-
4. **Delivery**
 - 4.1. The service will be opened on the agreed delivery date. The Supplier is entitled to delay the delivery due to technical problems or delay from other distributors. If this happens a notification will be given to the Customer.
5. **Defect and remedy**
 - 5.1. A defect can be reported by e-mail info@polaris-as.dk or by fax +45 96 31 79 01. The Supplier will as soon as possible after receiving the report start the remedy.
6. **Responsibility**
 - 6.1. The Supplier is not responsible for the interruption or changes in the satellite service which is estimated to be necessary in connection with technique, maintenance or operation.
 - 6.2. The Supplier shall have no liability whatsoever for defects, cut offs, disruptions or economic losses to the customer due to incorrect or inadvertent use by the Customer or any other operator.
 - 6.3. The Supplier shall have no liability whatsoever for defects, cut offs or disruptions due to conditions that can be referred to transmission, equipment failure etc. which is owned or handled by another operator, or other conditions that can be attributed to force majeure.
 - 6.4. By theft, it is the responsibility of the Customer to notify the Supplier by e-mail or fax. Usage in the period from the theft to the notification has to be paid by the Customer.
7. **Force majeure**
 - 7.1. The Supplier shall not be liable for any matter outside the rea-
8. **Deactivation**
 - 8.1. The Supplier can without further warning deactivate the service according to the following:
 - The Customer does not pay the demanded amount within the respite given.
 - The Customer is using the service in a way that is a nuisance to the Supplier or a third party.
 - The Customer fails considerably to fulfil the subscription.
 - Information is given which create doubt if the Customer is willing or able to pay, including if the Customer is to be registered in a credit rating agency.
9. **Notification**
 - 9.1. A notification can only be given according to the chosen subscription. See pricelist.
 - 9.2. Each party can then give written notice to terminate the subscription by the current month + 1 month.
10. **Complaint**
 - 10.1. By disagreement concerning the subscription, including usage of airtime and the demanded payment is it possible for the Customer to complain to the Supplier. The complaint must be in writing, and the Supplier has to, no later than 14 days from complaint date, acknowledge the receipt. At the same time the Supplier has to give a provisionally judgement and an evaluation of the estimated time gap for terminal decision.
 - 10.2. The terminal decision can be brought before the IT- og Telestyrelsen, Holsteinsgade 63, 2100 Koebenhavn O.