

# aeromax Contract Surety Bond

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## Party A

The client, defined as by the Service Application form. (hereinafter referred to as the "client")

## Party B

Mr. Stephan Bergmann, on behalf of the telecommunication supplier and network operator Marin Telecom, S.L.U. based in 03330 Crevillente (Alicante), CIF B-53875753, (hereinafter called the "supplier").

Both parties with full legal capacity to make and enter agreements in Spain and, in this specific case to hold the current contract bond. Therefore, the parties agree to hold the current contract bond.

### 1 Basic Definitions

- a** The client will pay to the supplier the amount of € 99.- (ninety-nine euros) for each held and signed contract "request and order form of Broadband Internet & Telephone by BWA" as guarantee for the devices the supplier makes available to the client. These devices are for exclusive use of the services provided by the supplier within the contract signed by both parties.
- b** The devices put at the disposal of the client by the supplier are defined by the receipt of deposit and they are exactly defined with their serial number and/or MAC address and a general or specific description.
- c** The devices put at the disposal of the client by the supplier will stay in every moment property of the supplier and never will be traspasped into property of the client.

### 2 The payment of the bond amount will be made in the following established ways:

- a** Mailing a cashier's check to the supplier. The cashier's check will be issued to "Marin Telecom, S.L.U." as a payee, establishing as concept the aforementioned contract according to section 1 of this contract as well as the bond amount described in section 1 of this bond contract.
- b** Cash payment of the established amount, as described in section 1 of this bond contract, in the aeromax authorised selling points and/or authorised aeromax resellers and/or authorised installers.

### 3 The client will receive by mail a receipt of the payment in accordance with section 2 of this contract bond.

### 4 According to section 2 of this contract, it will not be possible to make the payment of the amount in instalments. On the contrary, the amount shall be fully paid.

### 5 During the period of validity of the contract, the client is exempt from the right of claiming, in part-payment or in full payment, the already satisfied bond amount, which has been established in section 1 of the aforementioned bond contract together with the respective way of payment as described in section 2.

### 6 The amount of the bond is a deposit, i.e., if the client should fall behind with the payment of one or more months or the payment of any invoice, the bond amount as established in section 1 of this bond contract can be used to pay for the unpaid invoice. The bond amount is basically a guarantee for BWA devices the supplier makes available to the client. In order to avoid delays in payment, the client may agree any time with the supplier an eventual additional amount as a deposit.

### 7 VAT will not be added to the established amount as described in section 1 of the aforementioned contract bond.

### 8 The bond amount will be paid back to the client, when the contract comes to an end. The client is exempt from the right of claiming any kind of interests for the amount established in section 1 of aforementioned contract bond and according to the way of payment as described in section 2.

### 9 When the period of validity of this contract finishes, the refund of the bond amount established in section 1 of the abovementioned contract bond is subject to the following conditions:

- a** The client is obliged to keep and take care, as far as possible, of the BWA devices the supplier provides to the client.
- b** When the period of validity of the contract finishes, the client should return in perfect condition all BWA devices the supplier provides to the client.
- c** BWA devices made available to the client by the supplier must neither have been manipulated with any kind of software or hardware, nor show important external and/or clear damages. Dirtiness, small scratches or any environmental influence will not be considered as damages, but they will be considered as "worn out by use". The supplier shall not take into account this "worn out by use" of the devices when giving back the bond amount paid by the client and established in section 1 of the abovementioned contract bond and according to the way of payment as described in section 2.
- d** The devolution of the amount of the bond as established in section 1 of this contract bond will not be before sixty (60) working days have past, counted from the day after the emission of the last invoice - after the end of the validation of this contract - for the service subscribed with the supplier.

### 10 The refund date of the bond amount, established in section 1 of this contract, will be effective when BWA devices are inspected. According to section 9, BWA devices shall be returned in perfect condition to the aeromax authorised selling points or to an authorised aeromax reseller or through an authorised installer or in any place agreed before by the supplier and the client or by sending it by spanish postal mail (Correos) or any other spanish delivery service to the address indicated by the supplier, always free of any costs for the supplier.



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**11** A possibly needed disassembly of the BWA equipment installed at the client's house in first place will be executed by the client himself, for the devolution of the BWA equipment, defined as established in section 1 of this deposit contract, to the provider as established in section 10 of this deposit contract.

**12** In case that the client wishes the BWA equipment to be returned - as established in section 1 of this contract bond - to be picked up by the supplier, the supplier has the right to charge a minimum amount of 40.00 Euros from the client, as reason for approach.

**13** In case that the client wish a disassembly of the installed BWA equipment by the supplier, the client should request this fact in an explicit and written way to the supplier, respecting the cancellation period of the contract. In this case, the supplier has the right to charge the client the corresponding costs of dismantling as established on the corresponding price list. If the client does not request the supplier for the disassembly in an explicit and written way, section 11 of this contract bond will become effective. Section 12 of this contract bond will be charged independently of the positive fulfilment of section 13 of this contract bond.

**14** If the client does not return all the BWA equipment and material as detailed in the list of the deposit receipt, and also as established in section 1 of this contract bond, to the supplier, the client commit fraud of unlawful appropriation of others' property, following the Spanish legislation. In this case the supplier can take the corresponding legal ways to pursue the client. In this case, the client automatically loses his right of refund of the full or partial deposit amount, as established in section 10 of this contract bond. This special case does not liberate the client of the devolution of all BWA equipment and materials detailed in the deposit receipt, and also as established in section 1 of this contract bond, to the supplier.

**15** The supplier has the right to decrease the deposit amount to refund as established in section 16 of contract bond as follows:

**a** Unpaid invoices by the client as established in section 6 of this contract bond, accumulated until the day of the devolution (not end of contract) of the BWA equipment, as established in section 1 of this contract bond, will be rested with their integral and corresponding amounts by supplier to the client, without any discount, but with the fees of default, demand notes and/or fees for the devolution of payments.

**b** The possible cost of approach as established in section 12 of this contract bond will be discounted with its entire amount.

**c** The possible cost of dismantling as established in section 12 of this contract bond will be discounted with its entire amount.

**d** Other possible debts, as established in section 6 of this contract bond, that the client has with the supplier, will be discounted with their entire amount.

**16** In accordance with sections 1, 2, 9 and 10 of this contract bond, the total amount refund will be made as follows:

**a** Mailing a cashier's cheque to the client issued to him or to his legal or private representative establishing as concept the aforementioned contract according to section 1 of this contract as well as the bond amount described in section 1 of this bond contract.

**b** Cash payment of the established amount, as described in section 1 of this bond contract, in the aeromax authorised selling points and/or authorised aeromax resellers and/or authorised installers.

**c** Payment through bank transference to the spanish bank account number indicated by the client, for example in the case of the devolution of the BWA equipment through Correos or any other delivery service.

**17** The client will receive by mail a receipt of the payment, as soon as the aeromax authorised technicians have checked the good working order of BWA devices. In accordance with section 10 of the above-mentioned contract bond, the client must give back BWA devices in good condition.

**18** Once the supplier has refunded the bond amount, the client will be obliged to acknowledge receipt of above-mentioned amount.

**19** When the period of validity of the contract bond comes to an end and all aforementioned required conditions have been met, the client shall not be refunded in part-payment, but the total amount, as established in section 1 of the above-mentioned contract bond.

**20** The present contract bond does not deprive the supplier of property rights of BWA devices provided to the client. Thus, all BWA devices available to the client are still the supplier's property.

**21** The client is not exempt from the payment responsibility if BWA devices provided by the supplier shall suffer eventual damages.

**22** If any specific sections of the aforementioned contract bond are unacceptable or ineffective, this will not concern the legal efficiency of the other points and sections of this bond contract. An ineffective or unacceptable section may be considered to be replaced by a section with the similar business target as the unacceptable or ineffective section. If there are any loopholes, it shall be acted in the same way as mentioned before. This will not affect to consumers.

**23** Both parties agree as place of performance and jurisdiction of the contract, the town of Elche, Alicante, Spain. The present contract bond is subject to Spanish laws. Therefore, general terms and conditions of the abovementioned contract will be taken into account to obtain service, telecommunication and language data about aeromax Marin Telecom, S.L.U.

**24** This contract bond written in English is an accurate translation from the Spanish original text "Contrato de Fianza" - or attached to the present contract bond or downloadable from the webpage <http://www.aeromax.es> - and, at the same time, becomes legal when signing the English translation.

**25** The present contract bond has not other existing sections.

Valid from 01.04.2011.