# General Terms and Conditions

Qupra Wholesale — version 06-2026 · English translation of the Dutch original "AV Qupra Wholesale 06-2026". In the event of any discrepancy, the Dutch text prevails.

This document is an English translation of the Dutch general terms and conditions "Algemene Voorwaarden Qupra Wholesale 06-2026". It is provided for convenience only. The Dutch text is the sole binding version; in the event of any difference in wording, interpretation or scope between this translation and the Dutch original, the Dutch original prevails. The Dutch original is available at www.qupra.nl and is supplied free of charge on first request.

## ARTICLE 1 DEFINITIONS

In these General Terms and Conditions, and in the other documents forming part of the Agreement, the following terms, whether used in the singular or the plural and written with an initial capital, have the following meaning:

**General Terms and Conditions:** these general terms and conditions of Qupra Wholesale, which apply to the provision of the Services and to all requests from, offers and Quotations to, and Agreements with Contracting Parties.

**Request:** an application by or on behalf of the Contracting Party, made in a manner specified by Qupra, for the provision of a service.

**Equipment:** the equipment required to obtain access to and/or make use of the Service(s).

**Calling Credit:** the prepaid and unused amount which may be used for the Service(s) at the agreed Rates.

**Premium Rate Number:** a network termination point for establishing a connection for which a fee or surcharge is payable — in the Netherlands, for example, an 0900 number.

**Annex:** a document that forms an inseparable part of the Agreement and describes the conditions of supply, such as the General Terms and Conditions, the Contract Document, Service Descriptions, Service Level Agreements and Price Lists.

**Cloud:** a network, referred to as the Cloud, in which resources, data and information are stored and which users can access on request by means of some form of internet access.

**Content:** information made available physically or online by or through Qupra.

**Contracting Party:** the party with which Qupra is negotiating the provision of Services, or the party with which Qupra has concluded an Agreement for the provision of Services.

**Contract Document:** a document to be completed and/or signed or electronically approved by the Contracting Party — for example a model agreement drawn up by Qupra — which, once signed by the Contracting Party, forms part of the Agreement and in which the Contracting Party must state which services it will purchase under the conditions described in that document and in the Agreement.

**Service(s):** the term used in these General Terms and Conditions for the possibility of making non-exclusive use, whether or not on a subscription basis, via (the system of) Qupra, of the Software as a Service offering developed by Qupra using the platform developed by Qupra for the benefit of the Contracting Party, as offered by Qupra and agreed between the Contracting Party and Qupra in the Agreement, including but not limited to the accompanying (electronic) products, hardware, Content, software, website, portals, data files, number portability, consultancy, implementation and maintenance, and the facilities made available by Qupra.

**Service Provider:** the supplier of hardware and software, services and networks used by Qupra for the Service(s).

**Service Description:** a document describing the (technical) details of the Services, such as the functionalities and specifications of the Services, which forms part of the Agreement as an Annex.

**Domain Name:** a unique name by or under which an internet website or other internet-related Service or facility can be identified, consisting of a unique name chosen by the Contracting Party within the available options, followed by a dot and an indication of a country, area, type or other unique type of domain.

**User:** the Contracting Party and/or the person(s) who, in accordance with the Agreement, has or have the right described in Article 8 to use the Service by or on behalf of the Contracting Party.

**Internet Services:** Services such as access to the internet, website hosting, email and/or the registration of a Domain Name and related Services.

**IP address:** a unique number consisting of a series of digits used on the internet to identify machines or a location.

**Licence:** the non-exclusive right of use granted under the Agreement or these General Terms and Conditions for the use of an (electronic) Service.

**Qupra:** Qupra B.V., a private limited liability company having its registered office at 8218 NH Lelystad and its business address at Albert Einsteinweg 4, trading under the name Qupra Wholesale and registered in the Trade Register of the Chamber of Commerce under number 18084786, and/or the third parties engaged by Qupra for the provision of the Service.

**Number Portability:** the service by which the Contracting Party retains the same telephone number when changing provider.

**Quotation:** any offer by Qupra for the provision of a Service.

**Agreement:** any (framework) agreement between the Contracting Party and Qupra concerning the provision of Services, including the Annexes, which in any event include these General Terms and Conditions.

**Personal Data:** any data that can be traced to the Contracting Party and/or the User.

**Price List:** an online overview of the rates charged by Qupra for the provision of Services.

**Ready for Service date:** the date on which the Service ordered by the Contracting Party has been delivered and can be put into use by the Contracting Party.

**Service Level Agreement:** a document, in so far as applicable, in which the level of the Services is described and which forms part of the Agreement as an Annex.

**Software as a Service (SaaS):** software developed and managed by Qupra that communicates with third-party applications and thereby forms a user interface offered as a Service, which the user can access via internet access (whether or not using a VPN).

**Rate:** the applicable rates agreed with the Contracting Party and described in the Rate Plan, and/or the generally applicable rates as published on the Website, which Qupra may adjust from time to time.

**Rate Plan:** the document in which the rates agreed between Qupra and the Contracting Party are recorded.

**Access Code:** the (login) credentials provided by Qupra to the Contracting Party by means of which access to the Service can be obtained.

**Dispatch:** the physical or electronic sending or making available by Qupra to the Contracting Party of (parts of) the Service(s).

**VoIP:** Voice over Internet Protocol; the protocol used by Qupra for voice telephony over the internet.

**Facilities:** all facilities made available to the Contracting Party for the purpose of the Service(s) to be provided, as described in Article 19 of these General Terms and Conditions, including resources, hardware and/or software (of third parties), physical connections, cables and instruments by means of which access to the Service(s) can be obtained.

**Website:** the website of Qupra at www.qupra.nl or any website related to Qupra, including the Qupra ordering portal and knowledge base.

**Business Days:** Monday to Friday, with the exception of nationally recognised public holidays.

## ARTICLE 2 APPLICABILITY AND AMENDMENT OF THE TERMS AND CONDITIONS

**2.1** The General Terms and Conditions apply to all requests from, offers and Quotations to, and Agreements with Contracting Parties, unless expressly agreed otherwise in writing between the Contracting Party and Qupra. Purchasing conditions and/or other (general) terms and conditions of the Contracting Party are hereby expressly rejected and do not apply.

**2.2** These General Terms and Conditions also apply to any subsequent Agreements between the Contracting Party and Qupra, unless agreed otherwise in writing.

**2.3** Qupra is entitled to amend the General Terms and Conditions unilaterally. Unless expressly agreed otherwise in writing or electronically, such amendments also apply to existing Services and Contracting Parties. In doing so, Qupra will take the reasonable interests of the Contracting Party into account. Amendments to the General Terms and Conditions take effect one month after publication on the Website or on the invoice, or at any other time stated in the notice. The Contracting Party is then entitled to terminate the Agreement with effect from the date on which the proposed amendments would take effect, if the Contracting Party is prejudiced by those amendments. Termination as referred to in this paragraph does not affect the payment obligations of the Contracting Party.

**2.4** The General Terms and Conditions can be consulted via the Website. They are also sent free of charge by Qupra on first request.

**2.5** If one or more provisions of the General Terms and Conditions and/or the Agreement are declared inapplicable by court decision or otherwise, this does not affect the applicability of the remaining provisions. The parties will adopt (a) new provision(s) in replacement which give effect, as far as legally possible, to the intention of the original General Terms and Conditions and/or the Agreement.

**2.6** In the event of a conflict between provisions of the Agreement, the following order of precedence applies:

- a. the main text of the Agreement;
- b. the Rate Plan and general price list;
- c. the Service Description;
- d. the Service Level Agreement (in so far as applicable);
- e. any other documents belonging to the Agreement;
- f. the General Terms and Conditions.

## ARTICLE 3 OFFER AND REQUEST

**3.1** All Requests to and/or Quotations from Qupra are entirely without obligation and may be revoked by Qupra at any time before the Agreement is concluded, unless expressly agreed otherwise in writing.

**3.2** Unless expressly stated otherwise in writing or electronically, Quotations and Requests from Qupra are valid for 30 calendar days.

**3.3** The Service is requested by submitting a Request via the Qupra ordering portal or in any other manner specified by Qupra and takes place, unless expressly agreed otherwise, by the signing and/or electronic confirmation by the Contracting Party of the Contract Document. All correspondence with Qupra must be sent to the address of Qupra included in the definitions of these General Terms and Conditions or to the email address provided to the Contracting Party for that purpose.

**3.4** The Contracting Party is responsible for the accuracy of the data provided by or on its behalf and used in the Quotation and/or Request. As between the parties, the content of the Quotation or Request of the Contracting Party as received by Qupra is deemed to be correct. Qupra can only process a Request if the Contracting Party provides all cooperation and information requested by Qupra. If the ultimate rejection of the Request is the result of circumstances attributable to the Contracting Party, the Contracting Party is obliged to reimburse the costs reasonably incurred by Qupra.

**3.5** Companies and legal entities are requested to provide Qupra, at the latest upon signing the Agreement, with a recent extract (not older than six months) of their registration(s) with the Chamber of Commerce, together with a copy of a valid identity document (within the meaning of the Dutch Compulsory Identification Act) of the authorised representative of the company or legal entity. The Request must be, and is deemed to have been, made by a representative (statutorily) authorised to do so. If an extract from the trade register is requested but not received by Qupra, the Request is deemed to have been made also in the name and for the account of the authorised representative of the legal entity. In the event of bankruptcy of the legal entity, the obligations pass to that authorised representative.

**3.6** Qupra is entitled at all times to have the creditworthiness of the company or legal entity concerned assessed. In the event of a negative credit score, Qupra is entitled to impose additional payment requirements. Qupra is entitled to require reasonable security for the performance of the payment obligations of the Contracting Party. Such security may consist of, but is not limited to, a deposit, a guarantee from the parent company of the Contracting Party or a bank guarantee. The Contracting Party is obliged to provide security acceptable to Qupra upon Qupra's first request.

**3.7** Qupra reserves the right to refuse, postpone or suspend a Request for the Service, or, in the event of insufficient demand, to combine Requests and/or their delivery, of which the Contracting Party will be informed as soon as possible. Qupra is entitled to refuse, postpone or suspend the Request for the Service if Qupra has justified doubts about the creditworthiness of the Contracting Party and the security required by Qupra as referred to in Article 3.6 is not provided, or if a direct debit mandate requested by Qupra in respect of the bank account of the Contracting Party (if agreed) is not granted.

## ARTICLE 4 CONCLUSION OF THE AGREEMENT

**4.1** The Agreement, including any amendments to it, is concluded on (i) the date of the written or electronic confirmation of the Request by Qupra to the Contracting Party, or (ii) by and on the date of signature by both parties of an offer or Quotation from Qupra or of any other document, such as the Rate Plan and price list, or (iii) failing that, at the moment of the actual commencement of the provision of the Service by Qupra or at the moment Qupra is enabled by the Contracting Party to commence that provision. Agreements have a term of X+Y, where Y equals the renewal period agreed in advance.

**4.2** Qupra will send the Contracting Party a written confirmation of the Request as submitted by the Contracting Party as soon as possible.

**4.3** If the Contracting Party has satisfied all conditions, Qupra will, following the conclusion of the Agreement, arrange access for the Contracting Party to the Service.

**4.4** All delivery periods used by Qupra are target periods and any exceedance of a period cannot be attributed to Qupra. Qupra endeavours to inform the Contracting Party as accurately as possible about the expected delivery time.

## ARTICLE 5 DURATION AND TERMINATION OF THE SERVICE

### 5.1 Duration and termination

**5.1.a** The Agreement is concluded on the date determined in accordance with Article 4.1, and the term (duration) of the Agreement commences at the moment of the actual delivery of the Service by Qupra, or at the moment the Service can be put into use by the Contracting Party.

**5.1.b** Unless agreed otherwise in writing, the Agreement is entered into for a period of 3+3 years. Agreements have a term of X+Y and may be terminated in writing three months before the end of period X.

**5.1.c** Unless agreed otherwise in writing, the Agreement is each time renewed tacitly for the renewal period. The renewal period equals period Y and is at least one year.

**5.1.d** If the Agreement or a Connection purchased is terminated prematurely by the Contracting Party — that is, before the end of the minimum period of one (1) year or of the renewed term of the Agreement — or is terminated on account of an attributable breach by the Contracting Party, then, without prejudice to Qupra's other rights, a settlement sum is payable by the Contracting Party immediately upon such premature termination. In addition to outstanding invoiced amounts for the Service, this settlement sum consists of (i) one hundred per cent (100%) of the fixed monthly recurring rates for the Connection and — if applicable — (ii) the monthly variable rates for the Connection for the whole of the initial or renewed term of the Agreement or of the Connection concerned. The part of the settlement sum relating to the monthly variable rates for the Connection is determined by multiplying the average monthly volume carried over the Service and invoiced by Qupra during the period already elapsed by the number of months by which the Agreement or the Connection concerned has been terminated early. If the Contracting Party terminates the Agreement or a Connection before delivery of the Service, it is also liable for the one-off rate for the installation and/or delivery of the Service, without discounts.

**5.1.e** If the Contracting Party wishes Qupra to cooperate, after the (premature) end of the Agreement, in the transition to the services of a new supplier, the Contracting Party must inform Qupra in writing at least one month in advance. Qupra is not obliged to provide such cooperation and may attach further conditions and rates to it. If Qupra partly continues Service(s) during a transition period to be further agreed, any applicable discount percentages lapse and the standard rates will be charged. These General Terms and Conditions also continue to apply in full to those Services.

**5.1.f** Termination of the Service must be effected in writing, using the contact details published on the Website, or in any manner indicated on the Website.

**5.1.g** In the event of an objectionable price increase for the Service — other than a price increase caused by a price adjustment as described in Article 5.1.i of these General Terms and Conditions — the Contracting Party has fourteen (14) calendar days from the date of notification of the price increase to terminate the Service in writing by registered post, unless the price increase does not exceed 5% on an annual basis. After the expiry of that period of fourteen (14) calendar days, the Contracting Party is deemed to have accepted the price increase.

**5.1.h** In the event of termination by the Contracting Party, Qupra will send the Contracting Party a written or electronic confirmation of the termination and of the date on which the provision of the Service will end, within two weeks of receipt of the termination.

**5.1.i** If a measure laid down by or pursuant to statutory regulation, or a court decision relevant to the sector, obliges Qupra to make a change to the Service, the Contracting Party cannot derive from this any right to rescind or terminate the Agreement.

**5.2 Termination by Qupra; blocking**

**5.2.a** Qupra is entitled to terminate the Service, without any liability or obligation to pay damages towards the Contracting Party arising from this, if it appears that provision of the Service is not (reasonably to be considered) possible as a result of technical or other impediments.

**5.2.b** Qupra is entitled to block or suspend the Service with immediate effect, or, after notice of default, to terminate it in whole or in part, if the Contracting Party fails to perform, or fails to fully perform, any obligation under the Agreement or the General Terms and Conditions and gives no indication that it will perform in the future.

**5.2.c** Qupra is entitled, without any liability or obligation to pay damages towards the Contracting Party arising from this, to terminate the Service and other Agreements in whole or in part with immediate effect without further notice of default or judicial intervention, and to discontinue or suspend the Service, in the event that it is plausible that the Contracting Party:

- has entered into the Agreement under false pretences or has failed to provide (timely) accurate data or changes to such data to Qupra, and there is a suspicion of misuse and/or improper use of the Service;
- acts contrary to the law or public morals, or causes damage to Qupra or to a third party;
- is the subject of a government order to that effect, including for reasons of safety and security;
- will not comply with the obligations arising from the Agreement, unless the breach, given its minor significance, does not justify termination.

**5.2.d** If provision of the Service is terminated for one or more of the reasons stated in Article 5.2.b or 5.2.c, all payments owed by the Contracting Party become immediately and fully due and payable.

**5.2.e** If Qupra blocks access to the Service (temporarily) as a result of an attributable breach by the Contracting Party, the Contracting Party nevertheless remains obliged to pay the costs owed for the Service during the period of that block.

**5.2.f** If the Contracting Party purchases several Services from Qupra, these may be invoiced together on one (1) invoice. Qupra is therefore entitled to block all Qupra Services if the Contracting Party fails to pay its invoice (in part) on time.

**5.2.g** Qupra is entitled to terminate the Agreement with immediate effect, without further notice of default or judicial intervention, in the event that the bankruptcy of the Contracting Party has been applied for or declared, a suspension of payments has been applied for, or a composition with other creditors has been concluded.

## ARTICLE 6 OFFERS AND COMMUNICATIONS

**6.1** For the purpose of optimum service, Qupra informs the Contracting Party about offers, new developments and Services offered by or in cooperation with Qupra.

**6.2** The Contracting Party may at any time request Qupra free of charge, in writing or by electronic means, to cease sending such information.

## ARTICLE 7 THE SERVICE(S) AND THE SERVICE LEVEL

**7.1** (Technical) details of the Services are described in the relevant Service Description, which is available from Qupra free of charge. Qupra reserves the right to amend the Service Description unilaterally.

**7.2** Qupra will use its best efforts to make the Service available during the agreed period and endeavours to provide the Service with as little disruption as possible. Qupra does not, however, give any guarantees as to the quality and availability of the Service.

**7.3** Qupra does not warrant the suitability or usability of the Services for the purpose envisaged by the Contracting Party, even if that purpose has been made known to Qupra in advance. The Service Description is decisive. For the avoidance of doubt: Qupra is not obliged to maintain, amend or add particular functionalities of the Service or software specifically for the Contracting Party.

**7.4** The Contracting Party is responsible for having, and for the proper installation and functioning of, all software, hardware and peripherals required for the Service. The Contracting Party is itself responsible for its internet access by connection to the required computer and/or telecommunications network, whether or not by means of a Virtual Private Network ("VPN") connection.

**7.5** The Contracting Party is itself responsible for the adequate security of the computer and telecommunications networks it uses. The Contracting Party warrants that it has taken all measures to prevent misuse of the Service. Qupra is never liable in this respect and the Contracting Party indemnifies Qupra against all claims, including where the Contracting Party has adjusted its security level on Qupra's instructions. Qupra endeavours to optimise the Service by means of the security it provides for the Service, but does not guarantee that this security is adequate in all circumstances, and Qupra excludes all liability for damage resulting from sub-optimal security, security vulnerabilities and/or (unlawful) intrusion by third parties.

**7.6** Qupra is entitled to make changes in or to the Service without prior notice in so far as this is necessary for required maintenance and/or on account of improvements and/or innovations in the Service, while taking the reasonable interests of the Contracting Party into account as far as possible. Where necessary and possible, Qupra will inform the Contracting Party in good time by means of publication on the Website, by electronic means or by letter. Qupra is entitled, among other things, to (temporarily):

- block access to (parts of) the Service and/or (parts of) its system and/or interfaces, or restrict the use thereof;
- implement procedural and technical changes to the Service (such as changing the network over which the Service is provided) and/or the Access Code(s);
- block the Service temporarily or restrict its use during maintenance.

**7.7** Qupra is not liable for damage suffered by the Contracting Party as a result of any of the measures referred to in this Article. If the Contracting Party has to incur costs as a result of the measures referred to in this Article, those costs are entirely for the account of the Contracting Party.

**7.8** Qupra is free to engage third parties, such as network and service suppliers, for the provision of the Service.

## ARTICLE 8 USE OF THE SERVICE

**8.1** The Contracting Party is obliged to follow the reasonable instructions of Qupra regarding the use of the Service and, where relevant, to pass these on to its users. The Contracting Party, and its customers, are obliged to act in accordance with applicable laws and regulations and prevailing standards of decency, and to conduct themselves towards Qupra and other users of the Service as may be expected of a responsible and careful Contracting Party.

**8.2** The Contracting Party is responsible for all use of the Service, including in any event all use of the Access Code, VoIP accounts and the related consumption of those VoIP accounts, even if caused by third parties. The

Contracting Party is furthermore fully responsible for every statement and all information on its website or through other forms of media, including but not limited to social media.

**8.3** Use of the Service means acceptance of the condition that the Contracting Party is responsible for modifying services in the Qupra portal. Such modifications may have cost consequences for the Contracting Party and its customers. Any such costs of modifying services are for the account and risk of the Contracting Party, including where the customer of the Contracting Party is unwilling to pay those costs to the Contracting Party.

**8.4** The right to use the Service accrues only to the User(s) who under the Agreement has or have the right of use. If and as soon as the Service is used by more or other users than recorded in the Agreement, the Contracting Party is obliged to pay the fee customarily applied by Qupra for that excess use. Qupra reserves the right to monitor the actual use of the Service by the Contracting Party. Its findings and records are decisive as to whether or not the invoice to the Contracting Party is adjusted.

## ARTICLE 9 PRICES AND RATES

**9.1** Qupra provides the Service at the prices and rates applied by Qupra at the time the Agreement is concluded, which can be found on the Website and/or are stated in the Agreement. Unless agreed otherwise in writing, and depending on the Service(s) provided, the Contracting Party owes Qupra:

- a. a fixed monthly rate agreed with the Contracting Party; and
- b. a one-off rate for the installation and/or delivery of the Service.

**9.2** Unless stated otherwise, all prices applied by Qupra are exclusive of VAT. All prices and rates are exclusive of any other charges arising from statutory regulations and exclusive of administration and dispatch costs.

**9.3** Qupra is entitled to change the prices or rates applied, including where the costs Qupra has to incur in the context of its services increase. Qupra will notify the Contracting Party of a rate change as soon as possible by means of publication on its Website and/or on the invoice. In accordance with Article 5.1.g of these General Terms and Conditions, the Contracting Party has, if the rates payable for the Service are increased objectionably, the option of terminating the Service without becoming liable in damages towards Qupra with effect from the date on which the price increase takes effect, unless the price increase does not exceed 7% on an annual basis. In that case the Contracting Party cannot hold Qupra to performance of the Agreement. The Contracting Party is in no event entitled to terminate the Service if the change in rates is necessary in order to comply with rules laid down by or pursuant to statute.

**9.4** Unless stated otherwise, and subject to the provisions of the preceding paragraph and of Article 5.1.g, changed prices and rates apply one month after the moment they are announced by Qupra.

**9.5** Qupra is entitled to change its rates and prices monthly. Changes under this paragraph will be announced by Qupra in advance.

**9.6** In so far as the agreed fees relate to a particular period and are not owed for that entire period, Qupra may charge a pro rata amount per calendar day.

## ARTICLE 10 INVOICING AND PAYMENT

**10.1** Qupra invoices the Service at or after the (commencement of the) provision of the Service and, where this concerns a subscription, in advance for the full subscription period or for the monthly costs, unless expressly agreed otherwise in writing or electronically. On termination of the service, administration costs of at least EUR 79.00 are charged.

**10.2** The electronic invoice, with any accompanying statements, is sent to the email address provided by the Contracting Party for that purpose. At the request of the Contracting Party, Qupra may provide a paper invoice with any accompanying statements. Qupra is entitled to charge reasonable costs for this.

**10.3** The data recorded by Qupra concerning the Connection and its use are binding as the basis for invoicing.

**10.4 Payment**

**10.4.a** Unless agreed otherwise in writing, payment is made by SEPA direct debit from the bank account of the Contracting Party, for which the Contracting Party will provide Qupra with a written mandate.

**10.4.b** Qupra sends the Contracting Party a monthly invoice for the Services provided.

**10.4.c** If payment is not made by direct debit, a payment term of fourteen (14) calendar days from the invoice date applies.

**10.4.d** Unless expressly agreed otherwise in writing or electronically, monthly subscription costs are charged by Qupra after each month and paid by the Contracting Party by means of (automatic) advance payment.

**10.4.e** The Contracting Party is in default without further notice of default if it allows the payment term referred to in Article 10.4.c to expire without meeting its payment obligation.

**10.4.f** Payments made by the Contracting Party are applied in the first place to any interest and costs owed and in the second place to the invoices due and payable that have been outstanding the longest, even if the Contracting Party states that the payment relates to a later invoice.

**10.4.g** If payment is not made within fourteen (14) calendar days of receipt of the payment reminder, Qupra is entitled to charge statutory interest from the day on which the period referred to in this paragraph expired. Payment must be made by the Contracting Party without any right to retention, discount, set-off or compensation.

**10.4.h** If the Contracting Party is in default or otherwise fails to perform the Agreement or these General Terms and Conditions, Qupra is entitled to charge all costs actually incurred (including collection costs) in obtaining payment to the Contracting Party, and to charge default interest from the moment the Contracting Party is in default, without prejudice to the consequences attached by law to such default or breach.

**10.5** Objections to the amounts invoiced and/or debited by Qupra must be notified by the Contracting Party to Qupra in writing as soon as possible, and in any event within fourteen (14) calendar days of the invoice date. Any suspension of payment terms is only possible with the prior written consent of Qupra. If the objections of the Contracting Party prove to be unfounded, the Contracting Party owes the costs reasonably incurred by Qupra. The data generated by Qupra are decisive for the assessment of the objections. After the expiry of the period referred to in this paragraph, the Contracting Party is deemed to have agreed to the amount invoiced.

**10.6** Any reliance by the Contracting Party on set-off of an outstanding amount against the claim of Qupra is excluded.

**10.7** Any monetary claims that Qupra has against the Contracting Party may not be transferred by the Contracting Party to third parties.

## ARTICLE 11 DELIVERY, INSTALLATION, MODIFICATION AND CUSTOM AND ADDITIONAL WORK

**11.1** The delivery periods stated by Qupra are indicative. The periods for delivery and installation depend in part on the technical facilities and circumstances of and/or at the Contracting Party and on any changes or adjustments that must be made to these for the purpose of the delivery and/or installation of the Services. Delivery periods may not be achievable, for example because of the absence of adequate internet access.

**11.2** The Services are delivered, and if agreed installed, at the address (and where applicable on the floor) stated by the Contracting Party on the Contract Document belonging to the Service concerned. If Qupra carries out the installation of the Service, Qupra will charge costs in accordance with the price list applicable at that time.

**11.3** If, before the commencement of the delivery of the Service, the Contracting Party withdraws its Request, wishes to make changes to it or terminates the Agreement, Qupra is entitled to pass on any administration costs, modification costs and/or cancellation costs to the Contracting Party. If cancellation of the Service proves impossible, Qupra is entitled to charge the Contracting Party all initial costs and the initial monthly instalments for the Service.

**11.4** Qupra may change, suspend or withdraw its range of Services at any time on grounds of quality and/or quantity considerations.

**11.5 Technical changes**

**11.5.a** Qupra advises at all times using the hardware and/or software recommended by Qupra and following Qupra's technical advice. If, because of the use of non-recommended hardware and/or software or the failure to follow Qupra's technical advice, Qupra is obliged to carry out additional work in order to be able to provide the Service, Qupra is entitled to charge reasonable costs for this.

**11.5.b** If, on the initiative of, or by an act or omission of, the Contracting Party a change has been made to the infrastructure as a result of which performance of the Service is no longer possible, Qupra is entitled to terminate the Service. In such cases Qupra is entitled to charge reasonable costs.

**11.6 Changes at the request of the Contracting Party — custom work**

**11.6.a** If Qupra carries out work at the request of the Contracting Party or with its prior consent that falls outside the content or scope of the agreed Service, or if the request of the Contracting Party concerns custom work, that work will, in so far as not agreed otherwise in writing or electronically, be remunerated in accordance with Qupra's customary rates for such work. Custom work also arises where a system analysis, a design or a specification is extended or modified.

**11.6.b** If it has been agreed that the work referred to in Article 11.6.a will be carried out in phases, Qupra is entitled to postpone the commencement of the work of the next phase until approval has been given for the work carried out by Qupra in the preceding phase.

**11.6.c** If an acceptance test for software and/or custom work has been agreed, the test period is, unless expressly agreed otherwise in writing or electronically, a maximum of 14 calendar days after delivery or, if Qupra carries out the installation itself, after completion of the installation.

**11.6.d** The change at the request of the Contracting Party and/or the custom work is deemed accepted if:

- no acceptance test has been agreed between the Contracting Party and Qupra: upon delivery;
- Qupra carries out the installation itself: upon completion thereof;
- an acceptance test has been agreed: on the first day after the expiry of the maximum test period;
- Qupra receives a test report before the end of the test period showing that the reported errors have been remedied;
- it has become apparent to Qupra that the Contracting Party has used the Service during the test period for purposes other than testing.

**11.6.e** Acceptance of the software and/or the custom work may not reasonably be withheld if it contains minor imperfections, being errors that do not reasonably stand in the way of operational or productive use. Unless expressly agreed otherwise in writing or electronically, acceptance may also not reasonably be withheld where subjective aspects are concerned, such as design or user-friendliness.

**11.6.f** If the acceptance test shows that the software and/or the custom work does not meet the agreed functional specification, Qupra will use its best efforts to meet the agreed specification within a reasonable period.

**11.7 Work for the benefit of the Contracting Party — additional work**

**11.7.a** If Qupra has to carry out work for the benefit of the Contracting Party, on whatever basis, that has not been recorded in writing in the Agreement and does not fall within the scope of Article 11.6, or if costs arise because the Contracting Party has in any way failed to perform and thereby makes performance of the Agreement impossible or more difficult, such work and/or costs are regarded as additional work and charged to the Contracting Party as such at Qupra's rates applicable at that time.

## ARTICLE 12 FORCE MAJEURE

**12.1** Force majeure means any failure in the performance of the Agreement that cannot be attributed to Qupra because it is not due to Qupra's fault, nor is it for Qupra's account by virtue of law, legal act or generally accepted practice. The Contracting Party therefore cannot hold Qupra to its obligations. Force majeure also exists if Qupra cannot meet its obligations as a result of acts or omissions of the Contracting Party, defects and/or failures in the (peripheral) equipment, systems and/or network of the Contracting Party, improper use of or intrusion into the (peripheral) equipment of the Contracting Party, DDoS attack(s), fraud, misuse, maintenance, war (or the threat of war), riot, terror, attacks, fire, water damage, frost, lightning strike, storm, flood, earthquake, (nuclear) explosions, strike, occupation of premises, government measures, failures in the supply of energy and/or electricity, safety and environmental requirements, refused or restricted access to sites and/or buildings, delays in obtaining necessary permits, and/or failures or shortcomings in the (communication) services of third parties.

**12.2** In the event of temporary force majeure, including but not limited to the situation in which a Service requested by the Contracting Party is temporarily not deliverable to the Contracting Party, Qupra is entitled to extend the relevant delivery period by the period of the temporary force majeure.

**12.3** In the event of force majeure in the performance of an obligation arising from the Service or from another Agreement to which these General Terms and Conditions have been declared applicable, the obligations of Qupra are suspended and Qupra is not obliged to pay any damages to the Contracting Party, without prejudice to the provisions of Article 6:78 of the Dutch Civil Code.

**12.4** Where Qupra is unable to meet its obligations for a consecutive period of more than three months on account of a non-attributable failure, both Qupra and the Contracting Party are entitled to terminate the Agreement by written notice. The Contracting Party must, however, have given Qupra every opportunity to restore functioning.

## ARTICLE 13 LIABILITY OF QUPRA

**13.1** Qupra takes the technical and organisational measures reasonably possible for the safety and security of its systems, taking into account the nature of the risks, the state of the art and the costs of implementation.

**13.2** The Contracting Party is aware that the use of the internet and the digital and/or electromagnetic storage and transmission of information entail risks in the field of data retention and security. In view of these risks, Qupra cannot guarantee the confidentiality of personal data, message traffic or other information used, distributed and/or stored by the Contracting Party.

**13.3** Qupra exercises the care reasonably possible for the quality of the Services provided by Qupra, but cannot guarantee the absence of errors or incompleteness therein.

**13.4** Other than in the event of intent or gross negligence, Qupra is not liable for any damage, including but not limited to loss of profit, career damage, damage arising from the leaking of confidential data and/or damage arising from third-party claims against the Contracting Party.

**13.5** Qupra is in no event liable for the manner in which the Contracting Party uses the Services, Connections or Facilities provided by Qupra, nor for the services, software or equipment purchased by the Contracting Party from third parties and used in conjunction with the Service. The Contracting Party will indemnify Qupra against third-party claims relating to the content of the data, internet and/or voice traffic and/or the data that the Contracting Party sends using the Service(s), Connections and/or Facilities, and/or to insufficient compliance by the Contracting Party with any obligation towards Qupra, whether or not arising from the Agreement or these General Terms and Conditions.

**13.6** Qupra is further liable only for direct property damage of the Contracting Party that is directly connected with an (attributable) failure in the performance of any Agreement or any other obligation of Qupra towards the Contracting Party, in so far as the law so provides. In any event, liability is limited per event to a maximum amount equal to the fixed monthly amount owed by the Contracting Party to Qupra for the Service provided, or per series of connected events to a maximum amount equal to four times that fixed monthly amount, subject to a maximum of EUR 10,000 per calendar year. Liability is excluded for any form of indirect or consequential loss (such as lost turnover, downtime damage and/or lost profit) of the Contracting Party.

**13.7** In respect of the provision of information services, Qupra is liable no further than pursuant to Article 6:196c of the Dutch Civil Code.

**13.8** Qupra is not liable for damage resulting from the (partial) loss of data because these have not been received by the Contracting Party or because these data prove to be no longer accessible and/or corrupted, nor for damage resulting from data transported via any Service of Qupra.

**13.9** The Contracting Party is obliged to limit any damage as far as possible.

**13.10** The Contracting Party must report damage it has suffered to Qupra in writing as soon as possible, and in any event within thirty (30) calendar days of the damage arising or of the moment it should reasonably have been aware of the damage, on pain of forfeiture of these claims.

**13.11** The Contracting Party indemnifies Qupra against all third-party claims relating to the use of the Service by the Contracting Party and/or insufficient compliance by the Contracting Party with any obligation towards Qupra, whether or not arising from this Agreement or the General Terms and Conditions.

**13.12** The Contracting Party is liable for all use and misuse of the Service and of the number(s), VoIP accounts and related services, Domain Names, IP addresses, user names, passwords and email address(es) allocated for it. The Contracting Party is itself responsible for the security of the data it places on its systems. The Contracting Party is also responsible for securing its (peripheral) equipment (such as telephone exchanges and servers) against improper use of that equipment by third parties or intrusion into that equipment by third parties. Qupra is not liable for damage as a result of such improper use and/or intrusion, and the Contracting Party indemnifies Qupra against damage and costs connected with it.

**13.13** The Contracting Party is not permitted to use the Service in breach of one or more obligations arising from the law and/or the Agreement, including unlawful spamming, the distribution of unlawful content, hacking or any other misuse. The Contracting Party is liable for the consequences thereof. If there is (a reasonable suspicion of) improper use of the Service towards Qupra or third parties, the Contracting Party is fully liable for the costs incurred and damage suffered by Qupra and/or third parties and must indemnify Qupra. Qupra has the right to inform competent government bodies and third parties with relevant interests immediately of all information relevant to and/or about the improper use, including personal data, without this giving rise to any liability.

**13.14** Qupra is not liable for any damage the Contracting Party suffers as a result of the services or network services and/or disruptions therein supplied to Qupra by third parties.

## ARTICLE 14 OBLIGATIONS OF THE CONTRACTING PARTY

**14.1** The Contracting Party undertakes to perform the Agreement with due regard for the interests of Qupra. The Contracting Party will not hinder Qupra in any way in the provision of its Service(s) and will follow its reasonable instructions. Accordingly, the Contracting Party is not permitted to perform acts, such as starting processes and/or programs on Qupra's systems, which in Qupra's opinion may be assumed to be capable of causing damage to Qupra's systems and/or to other (internet) users. If the Contracting Party fails to observe this and Qupra suffers damage through the acts or omissions of the Contracting Party, Qupra may recover that damage from the Contracting Party.

**14.2** The Contracting Party will provide Qupra with all information it needs for the provision and maintenance of the Service(s). This includes the timely notification of changes to address details, invoicing details and/or other relevant data.

**14.3** The Contracting Party will refrain from any act or omission towards Qupra that constitutes or may constitute a breach of statutory provisions and/or of provisions of these General Terms and Conditions and/or the Agreement.

**14.4** The Contracting Party warrants that it holds all (legally) required registrations, including but not limited to registrations with the Netherlands Authority for Consumers and Markets (ACM), for the provision of its services to its customers.

**14.5** If provision of the Service ordered is not possible, Qupra may impose additional conditions with which the Contracting Party must comply before the Service will be delivered. If those additional conditions are not met, the Contracting Party cannot claim delivery of the Service.

**14.6** The Contracting Party will comply with the generally accepted codes of conduct for internet use. The Service Description may contain additional specific provisions on this point. The Contracting Party will also comply with the codes of conduct applicable to the Service(s) concerned. It will include such obligations in the agreements with its customers/users.

## ARTICLE 15 QUPRA SUPPORT, ADMINISTRATION AND ASSISTANCE, COMPLAINTS

**15.1** For complaints, support and technical or administrative changes, the Contracting Party must contact Qupra. The Contracting Party communicates as far as possible via the Qupra portal and/or the web forms or email address designated for that purpose. The Contracting Party can reach Qupra Support for questions and assistance about the Service during the opening hours stated on the Qupra website.

**15.2** The support offered to the Contracting Party is an obligation to use best efforts, in which Qupra can never guarantee a result.

**15.3** In the event that Qupra (Qupra Support) offers the Contracting Party support, attempts to remedy any complaints or otherwise seeks to be of service, the Contracting Party must reasonably provide its cooperation. If, as a result of the Contracting Party's lack of cooperation, any problems cannot be remedied or Qupra cannot properly perform its obligations, this is at the risk of the Contracting Party.

**15.4** In the event of non-performance, the Contracting Party is obliged to give Qupra a reasonable period, taking into account the complexity of the technology, to provide the Service properly after all.

**15.5** The Contracting Party agrees to the procedures applied by Qupra Support, the administration department and the suppliers engaged by them for, among other things, technical support. If the Contracting Party and/or the User is unwilling to follow the designated procedure and/or to perform the actions requested of it, Qupra is unable to offer further support. This is then entirely for the account and risk of the Contracting Party.

**15.6** The Contracting Party cannot derive any rights from statements made by employees of Qupra Support or the administration department. Actions performed by the Contracting Party at the request of Qupra employees are for the account and risk of the Contracting Party.

**15.7** Where the Contracting Party calls upon support, Qupra is entitled to inspect the personal data and user files of the Service, in so far as necessary for the support requested.

## ARTICLE 16 PERSONAL AND TRAFFIC DATA, SECURITY AND DATA PROTECTION

**16.1** Qupra does not collect more personal or traffic data than is necessary for the provision of its Service(s) and for its business operations. The data collected are processed only in accordance with statutory provisions and for the purposes notified, held and processed as registered with the Dutch Data Protection Authority in The Hague. The Contracting Party consents to the processing and use of its data for the purpose of databases or automated files that Qupra maintains in the context of its services and invoicing. These data are stored and managed in compliance with applicable (privacy) legislation.

**16.2** The purposes of the processing of personal and traffic data are:

- offering and performing the Service(s);
- activities aimed at responsible business operations, such as security, risk mitigation and integrity investigations, partly in order to prevent fraud and misuse;
- financial administration and the invoicing process, including collection, complaint handling and the provision of data to third parties for the purpose of collecting claims;
- managing, expanding and optimising the customer base, where applicable with the aid of (direct) marketing activities by third parties;
- developing, expanding and improving Qupra's services and products, including by informing customers and with the aid of (direct) marketing and market research;
- complying with statutory obligations, such as providing data to competent authorities in the context of criminal proceedings or in the interest of national security; and
- training and educating Qupra's own staff.

Personal and traffic data are not kept longer than is necessary for business operations or required by statutory regulations or competent authorities.

**16.3** Qupra ensures the security of Personal Data by taking measures of an organisational and technical nature.

**16.4** For questions and/or comments about the processing by Qupra of its personal and/or traffic data, the Contracting Party may contact Qupra in writing or by email, for the attention of the customer service department.

**16.5** The Contracting Party is obliged to report any suspected data breach immediately via the email address support@qupra.nl. If the Contracting Party fails to make such a report immediately after the suspicion arises, it is liable for all damage that Qupra suffers or may come to suffer. In addition, the Contracting Party remains obliged, in the event of any suspected data breach, to report this immediately to the Dutch Data Protection Authority in the manner indicated by that authority (https://autoriteitpersoonsgegevens.nl).

## ARTICLE 17 COPYRIGHT AND INTELLECTUAL PROPERTY

**17.1** All copyrights and other industrial or intellectual property rights, as well as similar rights in respect of the Service(s) provided, accrue exclusively to Qupra and/or its suppliers.

**17.2** No provision in the Agreement or these General Terms and Conditions between Qupra and the Contracting Party effects any transfer to the Contracting Party of rights as referred to in Article 17.1, unless expressly agreed otherwise in writing or electronically.

**17.3** The Contracting Party is not permitted, without the prior written or electronic consent of Qupra, to modify, reproduce and/or publish any Content and/or software in whole or in part, other than as necessary for the normal and stated use of the Service.

**17.4** The Contracting Party is not permitted, without the prior written or electronic consent of Qupra, to remove, change or add to any mark, copyright notice, title or other indication relating to the rights referred to in Article 17.1.

**17.5** Without the prior written or electronic consent of Qupra, the Contracting Party is not permitted to modify, translate, (de)compile or use the software for reverse engineering.

**17.6** If and in so far as Qupra makes use of (licences on) rights as referred to in Article 17.1 made available to Qupra by third parties, the conditions of those third parties will apply in respect of those rights, in addition to what has been agreed in these General Terms and Conditions. The applicability of those third-party conditions can, however, never derogate from, or create further obligations for, Qupra beyond those arising from these General Terms and Conditions, the Agreement and/or the law.

## ARTICLE 18 TRANSFER OF RIGHTS

**18.1** Qupra is entitled to transfer its rights and/or obligations under the Agreement to subsidiaries and/or group companies, or to (a) legal successor(s), by which transfer Qupra will be released from its obligations towards the Contracting Party.

**18.2** The transfer of rights and/or obligations pursuant to Article 18.1 of these General Terms and Conditions never gives the Contracting Party valid grounds for terminating the Agreement.

**18.3** The Contracting Party is reasonably obliged, at Qupra's request, to provide all cooperation deemed necessary by Qupra for such transfer.

**18.4** The Contracting Party is not entitled to transfer rights and obligations under the Service to a third party without the prior written consent of Qupra. Qupra will not unreasonably withhold such consent and is entitled to charge reasonable costs for the transfer of the Service. A request for transfer must be submitted in writing and signed by the Contracting Party and the third party. For the avoidance of doubt: as described in Article 10.7 of these General Terms and Conditions, any monetary claims the Contracting Party has against Qupra may not be transferred to third parties.

## ARTICLE 19 ACCESS CODES, NUMBERS, ETC.

**19.1** For the purpose of a Service, Qupra may make one or more Access Codes available to the Contracting Party. The Contracting Party cannot assert any rights with regard to the use and/or retention of such Access Code(s).

**19.2** Qupra reserves the right to change or withdraw the numbers and/or email addresses and/or IP addresses made available and any associated user names, passwords and/or other Access Codes. In that event Qupra will endeavour to notify the Contracting Party as soon as possible and, where possible, to apply a transitional period.

**19.3** Qupra is not liable for damage the Contracting Party suffers as a result of changes in the national numbering plan or other laws or regulations as a result of which undisturbed use of numbers and/or email addresses and/or IP addresses and any associated user names, passwords and/or other Access Codes is no longer possible.

**19.4** The Contracting Party warrants that it will refrain from conduct and from any use of numbers and/or email addresses and/or IP addresses and any associated user names, passwords and/or other Access Codes that is contrary to the national numbering plan and other applicable laws or regulations.

## ARTICLE 20 ADJUSTMENTS

**20.1** Qupra may change, suspend or withdraw its range of Services at any time on grounds of quality and/or quantity considerations.

## ARTICLE 21 MANAGEMENT OF QUPRA'S SYSTEMS

**21.1** Qupra is entitled, without prior notice, to take its systems (temporarily) out of service and/or to restrict their use in so far as this is necessary for the required maintenance of the systems, or on account of improvements or innovations to those systems.

**21.2** Qupra is entitled to make changes to the access (login) procedure for the Services.

**21.3** Qupra is not liable for damage the Contracting Party suffers as a result of the provisions of this Article 21.

## ARTICLE 22 GOVERNING LAW AND DISPUTES

**22.1** These General Terms and Conditions, the Agreement and the formation thereof are governed by Dutch law.

**22.2** All disputes arising from these General Terms and Conditions and/or the Agreement that cannot be settled amicably will in the first instance be adjudicated by the competent court of the District Court of Amsterdam.

**22.3** These General Terms and Conditions have been drawn up in Dutch and translated into English. The Dutch text is the only binding version. In the event of any discrepancy between the Dutch text and this English translation, the Dutch text prevails.

## COLOPHON

**Document:** General Terms and Conditions Qupra Wholesale, version 06-2026, English translation

**Owner:** Qupra B.V., trading as Qupra Wholesale, Albert Einsteinweg 4, 8218 NH Lelystad, the Netherlands, registered with the Netherlands Chamber of Commerce under number 18084786

**Binding version:** the Dutch original "AV Qupra Wholesale 06-2026"

**Effective date:** 06-2026 (same as the Dutch original)

**Publication date of this version:** June 2026 (publication date of the Dutch original 06-2026)

**Date of this English edition:** 16 September 2026

**Publication:** to be published at quprawholesale.com/av; replaces the earlier English edition "AV Qupra Wholesale 12-2024"

**Source file:** Algemene-voorwaarden-Qupra-Wholesale-2026 ENG.docx

**Internal reference:** QW-AV-2606-EN-7QK4