

CONTRACT

On provision of EPN IPTel services

number: _____ /08 concluded by and between:

EuroproNET Bosnia d.o.o., Fra Anđela Zvizdovića 1, BA-71000 Sarajevo represented by Amir Oručević, General Manager
(hereinafter: EPN)

and

CUSTOMER'S NAME	ADDRESS/POSTAL CODE	
BANK ACCOUNT	TAX PAYER	
TAX IDENTIFICATION NUMBER	ID number	VAT number
NAME OF AUTHORIZED PERSON	e-mail	Phone number
NAME OF ADMINISTRATIVE CONTACT	e-mail	Phone number
BILLING ADDRESS (if different from above)		

TECHNICAL DATA	NUMBER OF IPTEL CONNECTIONS AND TYPE OF EQUIPMENT	TYPE OF TELEPHONE EXCHANGE	PRESENT INTERNET CONNECTION AND SPEED

SERVICES		
	<ul style="list-style-type: none"> - Calling line identification presentation-CLIP (A-number) <input type="checkbox"/> - Called line identification restriction - COLR <input type="checkbox"/> - Calling line identification restriction - CLIR <input type="checkbox"/> - Call Forwarding - CF <input type="checkbox"/> 	<ul style="list-style-type: none"> - Call Waiting - CW <input type="checkbox"/> - Speed dialing <input type="checkbox"/> - Call barring: <ul style="list-style-type: none"> - outgoing national calls - outgoing international calls - Ban of disclosure of subscriber's information

NOTE	
	*obligatory state the existing number of contracts for permanent internet access with europroNET

CUSTOMER'S DISCLAIMER:

Under full material and criminal liability I hereby state that above listed data are accurate and herein I authorize EPN to process the data from the Contract and to check them for implementation of this contract.

1. Subject of Contract

Subject of this Contract is entering into the customer relationship between the customer and EPN that shall provide to the customer an access to »EPN IPTel« services (hereinafter: services) via EPN network. Precondition for conclusion and implementation of this Contract is Customer's Contract for permanent access to internet via EPN network (EPN Permanent). The terms and conditions not regulated under this Contract are regulated by the General terms and conditions of use of telecommunications services »EPN IPTel« of EPN (hereinafter: GTC), Rules of procedures for EPN services provision, Licence for public switched telephone services provision, Law on Communication and other regulations.

2. Types of Services

EPN provides the customer utilization of all offered services that are technically feasible at the network infrastructure intended for the EPN IPTel services provision and other networks and internet services (hereinafter: EPN network). Types and prices of the selected services are defined in the Price list.

3. Connecting

Connecting of the customer to the EPN network and access to EPN IPTel services can be made only by EPN or its authorized contractor. EPN is obliged to activate EPN IPTel service within 30 days following the date of this Contract entering into force.

4. Prices, Billing and Payment

Prices for services, activation of services and other selected services are determined in the Price list of EPN services (hereinafter: Price list). The price of services alters in accordance with the changes in the Price list. EPN charges the subscription fee and the fee for other selected services, under the terms of the selected customer's package, starting from the date of the successful EPN IPTel service provision. EPN shall make calculation in line with the separate agreement and valid Price list. Prices, mode of billing for the used services and terms of payment are defined under the separate agreement, provisions of the GTC and the Price list.

5. Separate agreements

EPN shall also calculate VAT amount which shall be borne by the customer. Payment shall be made on monthly basis in advance or against the invoice issued for the previous month. The payments shall be made to the EPN BiH transaction account opened with the Raiffeisen BANK d.d. Bosnia and Herzegovina, number 1610000021670005, with the reference to the number of Contract and in line with the instruction for payment.

6. Application of provisions

By signing of this Contract, the customer confirms that he/she is aware of the applicable provisions of the GTC and the Price list. In case of contradiction between the GTC provisions and the provisions of this Contract, the provisions of the Contract shall prevail.

7. Notification

The customer is obliged to notify EPN about each change which can partially or completely affect the Contract provision implementation. The notification shall be sent in writing, not later than 5 days following the change occurrence. In case the customer fails to receive the invoice for the services until 15th day in each calendar month, customer is obliged to notify EPN on that, given that it is deemed the customer has received the invoice two days after its sending. EPN informs the customer about the changes in GTC and Price list through its web pages <http://www.epn.ba>.

8. Duration

The Contract shall enter into force after it is signed by both contracting parties and when the customer settles its liabilities against pro-forma invoice issued by EPN. Rights and obligations from the Customer's Contract start from the date of successful EPN IPTel service provision. The Customer shall be bound to settle all liabilities arisen from its Contract in accordance with this Contract, GTC and Price list. The Contract is concluded for unlimited period of time. By signing of this Contract, all other contracts and separate agreements related to the referenced services cease to be in force.

9. Termination

Either party may terminate this Contract in accordance with the provisions of GTC and the Price list.

10. Amendments

The parties agree to define all changes under the Customer's Contract under Annex to this Contract or under new Contract. In case of changes in legal provisions, the altered provisions shall be consequently applied without unnecessary making of the Annexes to this Contract or conclusion of new Contract.

In case of change in particular provision of this Contract, the other provisions remains to be valid.

11. Disputes

All disputes arisen in implementation of this Contract as well as complaints related to the invoices shall be resolved by the EPN Commission in accordance with the provisions in GTC. The contracting parties shall resolve all disputes amicably through mutual agreement. In case of the failure to do so, the competent is the court in Sarajevo.

12. Copies

This Contract is made in 3 (three) identical copies, 2 (two) for EPN and 1 (one) for the customer.

Date: _____

Customer:

EuroproNET:
