



General Terms & Conditions of Sale

Article 1 Definitions

These conditions use the following terms with the following meaning, unless specifically indicated differently:

Seller: Skybrokers B.V., user of the general conditions,
Buyer: seller;
Agreement: the counter party of Skybrokers;
and Buyer. the agreement between Skybrokers

Article 2 General

- 2.1 These conditions are applicable to every offer; quotation and agreement between Seller and Buyer for as far as of these conditions are not deviated from explicitly and in writing by parties.
- 2.2 The current conditions are also applicable to all agreements with Seller, for the execution of which the services of third parties are used by Seller.
- 2.3 The applicability of the Buyer's conditions is specifically excluded. If the general conditions of both parties are applicable, stipulations in the general conditions of the Seller and Buyer that are in contradiction to the conditions from the general conditions of the Seller shall prevail.
- 2.4 If the Seller concludes multiple agreements with the Buyer, all following agreements are always subject to the current general conditions, irrespective of whether or not these are explicitly declared applicable.
- 2.5 If one or more of the stipulations in these general conditions are invalid or overruled, the other stipulations of these general conditions will remain applicable in full.

Article 3 Offers, orders and agreements

- 3.1 All offers, in any form, are obligation-free, unless a period for acceptance is mentioned in the offer.
- 3.2 Agreements to which the Seller is a party shall only apply as concluded:
- a) after receipt and declaration of agreement of the written acceptance by the counter party of an offer made by the Seller, whereby the date of the confirmation is deciding;
- b) with lack thereof, by delivery to and collection of the objects by the Buyer.
- 3.3 Verbal promise(s) made by and arrangements made with subordinates of the Seller only bind the Seller after and

for as far as the Seller has confirmed this to the Buyer in writing.

- 3.4 If a natural person concludes an agreement on behalf of or for the account of another natural person and/or legal entity, he declares - by signing the contract - that he is authorized to do so. Besides the other natural person and/or legal entity, this person is individually responsible for all commitments resulting from the agreement.
- 3.5 A composed price indication does not commit the Seller to the delivery of a part of the product included in the offer or quotation at a price in accordance with the indicated price.
- 3.6 If the acceptance by the counter party deviates from the offer included in the quotation, the Seller is not bound. The agreement will not be created in accordance with this deviating acceptance, unless the Seller indicates differently.
- 3.7 Offers or quotations do not apply to follow-up orders.
- 3.8 Every agreement is made by the Seller under the suspending condition that the Buyer - exclusively at the Seller's discretion - is sufficiently credit worthy for the monetary observance of the agreement.
- 3.9 At the time of entering into the agreement or thereafter, the Seller is entitled before (further) performance, to request a guarantee from the Buyer that both the payment and the other commitments will be complied with.
- 3.10 The Seller is also authorized, if he considers this necessary or desirable for a correct execution of the issued order and after discussion with the Buyer, to enlist external parties with the execution of the agreement, the expenses of which will be charged to the Buyer.

Article 4 Prices

- 4.1 The prices in the offers/catalogue/price lists are applicable to the delivery from the Seller's warehouse, in Euros, excluding VAT, import duties and levies by a public authority, excluding shipment, transport, export, insurance, loading, packaging and administrative charges, unless parties have specifically agreed otherwise.
- 4.2 Discounts may only be agreed on in writing.
- 4.3 The Seller may charge price increases after 2 months, if a VAT increase or other statutory or cost price increases of more than 5% have taken place between the moment of the offer/acceptance and delivery.

- 4.4 The Seller is entitled to adjust prices annually with the minimum inflation adjustment.
- 4.5 A composed price indication does not bind the Seller to executing a part of the order against a corresponding part of the indicated price.

Article 5 Models/sample

- 5.1 The models, images, figures, measurements, weights or definitions included in the offer/advertisements/price lists/website are only shown as an indication.
- 5.2 If the Buyer is shown a sample/illustration, the parties assume that this is shown as an indication, unless specifically agreed to that the object to be delivered will correspond in full to the illustration.

Article 6 Delivery

- 6.1 Delivery takes place from the warehouse of the Seller, unless agreed otherwise between the parties.
- 6.2 The Buyer is committed to purchase the objects at the moment that the Seller delivers said products, or at the moment which they are made available to him in accordance with the agreement.
- 6.3 If the Buyer refuses collection or is negligent in providing information or instructions necessary for delivery, the Seller is entitled to store the items on account and risk of the Buyer. If the Buyer fails to collect these objects within a month, the Buyer will still be charged the sales price and the Seller is entitled to sell the objects to someone else. If this is not possible, the Seller is entitled to destroy the objects. The loss suffered by the Seller with resale or annulment will be charged to the Buyer.
- 6.4 If the Seller has provided a period for delivery, this is indicative. An indicated delivery time is never a binding deadline. Upon exceeding the period, the Buyer must inform the Seller of this default in writing.
- 6.5 If the delivery is delayed by factors for which the Buyer is responsible, the loss and charges resulting for the Seller will be compensated by Buyer.
- 6.6 If the Seller requires details from the Buyer in the ambit of execution of the agreement or if a deposit of (a part of) the price is required, the date of delivery will commence after the Buyer has provided the Seller with said details or after the deposit has been received by the Seller.
- 6.7 The Seller is entitled to deliver in parts. The Seller is entitled to invoice partial deliveries individually.

Article 7 Inspection & Complaints

- 7.1 The Buyer is obliged to have the delivered matter inspected at the moment of delivery. The Buyer should inspect whether the quality and quantity of the supplied objects are in accordance with that which has been agreed to, at least if it complies with the applicable requirements in normal (trade) traffic.
- 7.2 Visible defects and abnormalities have to be indicated on the weigh bill/packing slip/delivery slip and reported in

writing within 48 hours, failing which the delivered items will be considered to have been delivered reliably.

- 7.3 Any (non-visible) defects have to be reported within 48 hours after discovery, yet at the latest 8 days after delivery, in writing to the Seller.
- 7.4 Complaints regarding invoices also have to be reported in writing and within 30 days following the date of invoice.
- 7.5 The Seller has to be given the opportunity to inspect the submitted complaints for correctness and to inspect the sold objects.
- 7.6 The following situations may never lead to any complaints:
- deviations in colour, weight and size of less than 10 %;
 - misprints and writing errors mentioned in the catalogue/offer/price list.
- 7.7 If a claim is made timely in accordance with the previous sections, the Buyer will remain bound to the collection and payment of the purchased items. The Seller will repair or replace the delivered items according to its discretion.
- 7.8 If repair or replacement is no longer possible or advisable, of which the Seller must be notified in writing by the Buyer, the Seller is in all cases only responsible within the bounds of the specifications in the articles "Liability" and "Guarantee".
- 7.9 After the indicated terms have expired, the Buyer is considered to have approved the delivered objects, with respect to the invoice.

Article 8 Cancellation

- 8.1 If a Buyer wants to cancel an order after an agreement has been made and before the Seller has delivered to the Buyer, 20% of the order (increased with VAT) will be charged as cancellation charges, notwithstanding the right of the Seller for a full damages including lost profit.
- 8.2 Cancellation should take place per registered letter.

Article 9 Payment

- 9.1 Payment must be made in cash on delivery or within 10 days after date of invoice, in a manner indicated by the Seller, in Euros. Objections against the invoices will not suspend the payment obligation.
- 9.2 The Seller is entitled to charge (a part of) the agreed price as deposit. In such a case the Seller will only proceed with delivery after receipt of the deposit payment, unless parties have agreed otherwise.
- 9.3 If the Buyer remains in default of the payment upon delivery or within the period of 30 days, the Buyer is legally in breach of contract. The Buyer is then charged a late payment interest of 1.5% per month or part thereof, unless the statutory interest rate or the statutory retail interest is higher, in which case the highest interest is applicable. The interest on the claimable amount will be calculated from the moment that the Buyer is in breach of contract up to the moment of payment of the full amount.
- 9.4 In the event of liquidation, (filing for) bankruptcy, acceptance of the Buyer of the statutory debt-adjusting

based on the Persons Bankruptcy Act, seizure or (provisional) moratorium on payment, or the death of the Buyer, the claims of the Seller are immediately claimable from the Buyer.

- 9.5 Payments of a sum accountable to the agreement will initially be used for the reduction of the charges, followed by the reduction of the accrued interest and finally in reduction of the principal amount and the current interest.

Article 10 Collection fees

- 10.1 If the Buyer is in default or in breach of contract in the (timely) observance of his commitments, all reasonable expenses for the acquisition of extrajudicial settlement will be charged to the Buyer. The collection fees amount to 15% of the outstanding principal amount, with a minimum of € 350.00. If the Seller has incurred higher expenses, which were considered reasonably necessary, these will also be eligible for compensation.
- 10.2 Any reasonable legal and execution costs incurred shall also be charged to the Buyer.

Article 11 Retention of ownership

- 11.1 Delivered items remain the property of the Seller, until such time as all deliveries and activities performed by virtue of agreement or deliveries and activities yet to be rendered, including interest and expenses, are paid by the Buyer. In case of suspension of payment, bankruptcy, deferment of payment, liquidation of Buyer, or death when a Buyer is a natural person, the Seller is entitled to cancel the order without default notice or legal intervention entirely or partially and to claim the unpaid remaining part of the deliveries. Cancellation and recovery does not affect the Seller's right for compensation by loss or damage. In these cases every claim of the Seller will be immediately and completely claimable from the Buyer.
- 11.2 The Buyer is not authorized to pledge the object under retention of ownership nor to encumber this in any other manner.
- 11.3 If external parties lay seizure on the object delivered under retention of ownership or intend to implement any rights, the Buyer is committed to inform the Seller of this as soon as possible.
- 11.4 The Buyer must insure the objects under retention of ownership against the new value. The damages to be paid by the insurer in case of the abovementioned matters will be in favour of the Seller.
- 11.5 Objects delivered by the Seller, which fall under the retention of ownership by virtue of the first section of this article, may only be sold further in the ambit of a normal operation and never be used as currency for payment.
- 11.6 In the event that the Seller would like to execute his ownership rights indicated in this article, the Buyer already gives his unconditional and irrevocable consent to the seller or external parties appointed by the Seller, to enter the locations where the property of the Seller is located and to take ownership of these items.

Article 12 Deferment and rescission

- 12.1 The Seller is authorized to suspend the observance of his commitments or the agreement, if:
- the Buyer fails to observe his commitments resulting from the agreement, or does not do so timely or completely; circumstances brought to the attention of the Seller after closing the agreement giving proper cause to fear that the Buyer will fail to observe the commitments, or will do so untimely or incompletely. In the event that there is proper cause to fear that the Buyer will only observe partially or not properly, the deferment is only approved for as far as the shortcoming justifies this;
 - the Buyer is requested to provide a guarantee when concluding the agreement for the observance of his commitments resulting from the agreement and the guarantee is not provided or is inadequate. As soon as the guarantee has been provided, the authorization to defer will expire, unless this observance is unreasonably delayed as a result.
- 12.2 The Seller is authorized to (have) the agreement dissolved, if circumstances occur which are of such a nature that observance of the agreement is impossible or can no longer be requested according to circumstances which are of the nature that maintaining the agreement unaltered may not reasonably be expected.
- 12.3 If the agreement is dissolved, the claims of the Seller are immediately claimable from the Buyer. If the Seller suspends the observance of the commitments, he will retain all claims resulting from the law and agreement.
- 12.4 The Seller always retains the right to claim damages.

Article 13 Force majeure

- 13.1 Parties are not bound to the observation of any commitment, if they are hindered as a result of circumstances not caused by gross misconduct or intent on the side of the appealing party, nor by virtue of the law, a legal act or opinions applicable in the traffic and for their account. The party appealing to force majeure must inform the other party immediately.
- 13.2 Force majeure shall be understood to mean the following in these general conditions, besides that which is understood in the law and case law: all external causes, anticipated or not anticipated, over which the Seller has no influence, but as a result of which the Seller is not capable to observe his commitments. This includes strikes in the Seller's company, sickness of its personnel, traffic jams, accidents, import and export delays, bad weather conditions and late deliveries by the Seller's suppliers.
- 13.3 The Seller is also entitled to appeal to force majeure, if the circumstances that hinder (further) observance commence after the Seller should have observed its commitment.
- 13.4 Parties may suspend the commitments from the agreement during the period that the force majeure lasts. If this period takes longer than two months, each of the parties is entitled to dissolve the agreement, without the commitment for compensation of loss to the other party.
- 13.5 For as far as Seller has since partially observed its commitments resulting from the agreement at the time of

the commencement of force majeure or will be able to observe these and the observed, respectively to be observed, part has an independent value, the Seller is entitled to separately invoice for the already observed, respectively to be observed, part. The Buyer is obliged to comply with this invoice as though it were an individual agreement.

Article 14 Guarantee

- 14.1 The objects delivered by the Seller shall comply with the technical requirements and specifications stipulated by Dutch legislation.
- 14.2 All used or second-hand goods are sold in the state in which they are found. The only guarantee is that the goods are tested prior to transport and that they were entirely operational at that moment.
- 14.3 Said guarantee expires after 30 days following delivery.
- 14.4 If an appeal to the guarantee is made, the Seller will proceed with repair or replacement under reference of article 7.7.
- 14.5 Objects reduced in price are not covered by the guarantee.
- 14.6 As long as the Buyer does not comply with his commitments resulting from agreements enclosed between parties, he may not appeal on this guarantee regulation.

Article 15 Liability

- 15.1 If objects delivered by the Seller are defective, the liability of the Seller against the Buyer is restricted to the stipulations included in these conditions under "Guarantee".
- 15.2 If the Seller is liable for direct damage, this liability is restricted to maximum the amount reimbursed by the insurer of the Seller, at least to maximum the invoice amount.
- 15.3 Exclusively understood under direct damage:
- the reasonable expenses for determining the cause and the extent of the damage, for as far as the determination relates to damage in the sense of these conditions;
 - the possible reasonable expenses incurred to ensure that the inadequate performance of the Seller complies with the agreement, unless these cannot be attributed to the Seller;
 - the reasonable expenses, incurred in prevention or restriction of damage, for as far as the Buyer can indicate that these expenses have resulted in the restriction of immediate damage as intended in these general conditions.
- 15.4 The Seller is never liable for indirect damage, including consequential damage, lost profit, lost savings and damage through business stagnation.
- 15.5 The Seller is not liable for damage of any nature, because they assumed the incorrect and/or incomplete details / drawings information issued by the Buyer, unless this incorrectness or incompleteness should have been known by them.

- 15.6 The Seller is never liable for affecting the business as a result of faulty storage, operation, use or maintenance by the Buyer or a third party.
- 15.7 The Seller is never liable for loss resulting from given advice. Advice is always given based on the facts and circumstances known by the Seller and in mutual discussion, whereby the Seller will always consider the intent of the Buyer as guideline and point of view.
- 15.8 Possible claims for compensation have to be reported to the Seller in writing immediately after the development of the loss.
- 15.9 The Buyer must inspect, in advance, whether the purchased objects are suitable for the purpose for which the purchased objects will be used. If it appears afterwards that the purchased object is not suitable for the purpose, the Buyer cannot hold the Seller responsible for the resulting loss.
- 15.10 The limitations of the liability for immediate loss included in these conditions do not apply if the loss is caused by intent or gross misconduct of the Seller or his subordinates.

Article 16 Transfer of risk & transport

- 16.1 The risk of loss or damage to the objects that form the subject of the agreement will be transferred to the Buyer the moment that these objects are legally and/or actually delivered to the Buyer and are thereby placed in the power of the Buyer or a third party appointed by the counter party.
- 16.2 If and for as far as the Seller takes the transport, shipment or such upon himself, the manner, if not indicated further by the Buyer to the Seller, will be determined by the Seller. Any specific demands by the Buyer regarding the transport/the shipment/storage shall only be carried out if the Buyer has declared that he will bear the additional expenses thereof.
- 16.3 Unless agreed otherwise, the Buyer will take on all risk of the transport and shipment, including debt/negligence of the transporter.

Article 17 Intellectual property and copyright

- 17.1 Notwithstanding the further specifications in these conditions, the Seller retains the rights and authorizations that are due the Seller based on the Copyright Act and intellectual property rights.
- 17.2 All documents issued by the Seller, such as reports, recommendations, agreements, designs, sketches, drawings, software etc., are exclusively intended for use by the Buyer and may not be copied, sold, leased, published or disclosed to external parties without advance consent from the Seller, unless the nature of the issued documents require differently.
- 17.3 The Buyer indemnifies the Seller against every claim from external parties involving an (alleged) infringement of intellectual or industrial (ownership) rights of these external parties by the Seller with the execution of the agreement.

Article 18 Export

- 18.1 Unless agreed otherwise in writing, payment for export transactions have to occur by means of a credit confirmed and guaranteed irrevocably by a Dutch bank. Based on this credit both trans-shipment and partial shipments are possible. The credit can be transferred by the Seller.
- 18.2 The Buyer guarantees that if an import certificate or permit is required for import of the objects in the country of destination, such an import certificate or such an import permit for shipment is or will be acquired, with lack of which the Buyer is liable for the possible resulting loss.
- 18.3 The Buyer is committed to comply with all customs and other formalities, which have to be complied with for the delivery of the products, to provide the Seller with the necessary records as well as all necessary information.
- 18.4 If objects delivered in the Netherlands have to be used outside the Netherlands, the Seller is not responsible if these do not comply with the technical requirements, standards and/or instructions that are stated by laws or stipulations of the country where they will be used. This does not apply if, when concluding the agreement mention is made of use abroad with the presentation of all necessary details, requirements and specifications of that country and the Seller indicated the ability of complying with the stated requirements.

Article 19 Applicable Law

Exclusively Dutch law is applicable to all our offers, agreements and the execution thereof. The Vienna Sales Convention is specifically excluded.

Article 20 Disputes

The Court in the place of residence of the Seller is exclusively authorized to hear all disputes. Nevertheless the Seller does have the right to submit the dispute to the competent court or to a Council of Arbitration or Dispute Commission.

Article 21 Authentic version

The Dutch version of these conditions is the only authentic version.

If a translation deviates in any manner, the Dutch text will prevail.

Article 22 Submitting general conditions

These conditions have been submitted at the offices of the Chamber of Commerce and Industry for Telecommunications under number 32106456 dated October 2009. The conditions may also be consulted on the Seller's website.