



Article 4: MODELS/PICTURES (REPRESENTATIONS)

1. Models, pictures, representations, specifications, numbers, measurements, weights or descriptions included in the catalogues/price lists/bid/advertisements are only included as indication.
2. Written and oral approval by the opposite party of composed type, printer's, photo and film proofs and other proofs shall be considered to be acknowledgement that SKB Europe has carried out correctly the activities preceding the completion of the proofs;
3. Any and each composed type, printer's, photo and film proof and other proof made at the request of the opposite party shall be charged in addition to the agreed price, unless explicitly agreed that the costs of these proofs are included in such price.

Article 5: PRICE AND COSTS

1. SKB Europe shall be allowed to charge price increases on after three (3) months, in the event that price changes with regard to i.e. social security contributions, turnover tax, rates of exchange, wages, raw materials, semi-finished products or packaging, of more than 5% occurred between the moment the bid or offer was made and the performance of the agreement/execution of the delivery;
2. SKB Europe shall inform the opposite party of its intention to increase the price or rate in writing. In doing so SKB Europe shall mention the extent of the increase and effective date.

Article 6: CANCELLATION

1. In the event that the opposite party, after an agreement has been concluded and before SKB Europe has started the production of the piece of good/goods, wishes to cancel such, then 10% of the order price (exclusive of Netherlands VAT) shall be charged as cancellation costs, notwithstanding the right of SKB Europe to complete compensation of damage including lost profit;
2. In the event that in case of cancellation the opposite party refuses to accept the goods already produced specially for the opposite party by SKB Europe, then the opposite party shall also be under the obligation to pay to SKB Europe any and all costs arising from this;
3. In the event that an item is (temporarily) not deliverable, then the opposite party shall be informed of such delay by SKB Europe within one month after receipt of the order at most. Should this happen then the opposite party may cancel the order free of charge. In the event that the opposite party has already paid SKB Europe for such item, then the opposite party shall be repaid or settlement shall take place;
4. Cancellation must be done in writing.

Article 7: SUSPENSION AND DISSOLUTION

1. SKB Europe shall be authorized to suspend fulfilment of the obligations or to dissolve the agreement in the event that: the opposite party does not (not in time or not completely) fulfil the obligations arising from the agreement; SKB Europe has learned of circumstances after the conclusion of the agreement on the basis of which there is good reason for fear that the opposite party shall not (not in time or not completely) fulfil the obligations - in case there is good reason for fear that the opposite party shall only perform partly or not properly, then the suspension shall only be allowed in so far as the shortcoming justifies this; the opposite party is requested at the conclusion of the agreement to grant security with regard to the fulfilment of its obligations arising from the agreement and such security is not provided or is insufficient.
2. Furthermore SKB Europe shall be authorized to dissolve the agreement (have it dissolved), in the event that circumstances occur of such nature that performance of the agreement is impossible or according to standards of reasonableness and fairness can no longer be required or in the event that circumstances occur in any other way of such nature that unadjusted maintenance of the agreement cannot be expected in all reasonableness;
3. In the event that the agreement is dissolved, the claims of SKB Europe on the opposite party shall be forthwith exigible. In the event that SKB Europe suspends the fulfilment of the obligations, it shall retain its claims on the basis of the law and the current agreement. SKB Europe shall always retain the right to claim compensation of damage.

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Article 8: PERFORMANCE OF THE AGREEMENT

1. SKB Europe shall execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the specifications agreed by the parties;
2. SKB Europe shall determine the manner of execution of the agreement in so far as the parties have not explicitly agreed differently in writing;
3. SKB Europe shall not be liable for damage or loss of any nature whatsoever because SKB Europe started from incorrect and/or incomplete data and specifications provided by the opposite party;
4. The opposite party must always inform SKB Europe of the objective for which the item is purchased, failing which SKB Europe cannot be held liable for any damage or loss arising from the uselessness of such item;
5. In the event that and in so far as good performance requires this, SKB Europe shall have the right to have activities carried out by third parties;
6. In the event that the opposite party has reserved for itself the execution of certain part of the work, then the opposite party shall be liable for late supply or late execution thereof;
7. The opposite party shall ensure that any and all data and consents in relation with which SKB Europe states that these are necessary or of which the opposite party in all reasonableness must understand that these are necessary for the performance of the agreement, shall be provided to SKB Europe in time. In the event that the data and consents necessary for the performance of the agreement have not been provided to SKB Europe in time, then SKB Europe shall have the right to suspend the agreement and/or to charge the opposite party with any and all additional costs arising from the delay and this against the standard rates;
8. In the event that the commencement or progress of the work is delayed because of factors the opposite party is liable for, then loss and costs arising there from for SKB Europe must be compensated by the opposite party;
9. The opposite party shall indemnify SKB Europe against any possible claims of third parties who suffer loss or damage in connection with the performance of the agreement when such damage is attributable to the opposite party;
10. In the event that it has been agreed that the agreement shall be executed in phases then SKB Europe shall be allowed to suspend the execution of such parts to the next phase until the opposite party has approved the results of the preceding phase in writing.

Article 9: DELIVERY

1. Delivery of items is FCA, unless parties explicitly agree otherwise;
2. In the event that SKB Europe delivers the items, they shall always be delivered at the last known delivery address stated to SKB Europe by the opposite party;
3. The opposite party shall be obliged to take off respectively accept the items directly after completion unless differently agreed. When the items are available for the opposite party or have been presented for delivery to the opposite party but are not taken off by the opposite party for whatever reason, then delivery shall take place by notification to that effect in writing from SKB Europe to the opposite party;
4. In the event that the opposite party refuses or fails to provide information or instructions necessary for delivering the items, then SKB Europe shall be entitled to store the items for the account and risk of the opposite party. In the event that the opposite party does not take off the items within two months, SKB Europe shall be entitled to sell the item to someone else. In case the item is insellable, SKB Europe shall be entitled to destroy the item. Any and all damage or loss arising from sale or destruction shall be payable by the opposite party;
5. Contract orders must be taken off within the agreed terms, failing which SKB Europe shall be entitled to deliver the undelivered part of the order in one batch and to charge the opposite party with regard to any price increases;
6. In the event that the opposite party refuses to take off the items, the claims of SKB Europe, inclusive of costs of transport and storage, on the opposite party shall be forthwith exigible;
7. In the event that SKB Europe needs any data of the opposite party within the scope of the performance of the agreement, the term of delivery shall commence after the opposite party has put these at the disposal of SKB Europe;
8. In the event that SKB Europe states a term of delivery, then this shall be indicative. So a term of delivery mentioned is never a peremptory term. The opposite party must declare SKB Europe to be in default in writing in a case of transgression of a term and must grant him a reasonable term;

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- SKB Europe shall be entitled to charge an advance payment. After settling the advance payment, delivery or performance shall take place by SKB Europe unless parties agree differently.

Article 10: DELIVERY, INSPECTION AND COMPLAINTS

- The opposite party shall be held to inspect the purchased items or the executed order at the time of delivery (have such inspected). Complaints on the delivered items must be made to SKB Europe by the opposite party within seven (7) days in writing. The notice of default must describe the shortcoming as detailed as possible for SKB Europe to react adequately;
- Damage to packaging or the item must be noted on the packing note/road waybill/air bill and SKB Europe must be informed in writing immediately. After having been informed of the complaint, SKB Europe will deal with it forthwith;
- In the event that the opposite party wishes to return inferior items, then this can only be done after prior consent of SKB Europe in writing and in the manner as indicated by SKB Europe. Return shipments must be sent carriage/postage paid, undamaged and in their original packaging;
- Any composed type, print or writing error in catalogues, on the internet site, or in the bid can never give rise to any complaint;
- In the event that a complaint is well-founded, SKB Europe shall replace or adapt the delivered item(s) unless in the meantime this has become demonstrably pointless for the opposite party. The opposite party must make the latter clear in writing. However, SKB Europe shall only be liable within the limits denoted by the provisions included in the articles "Warranty" and "Liability";
- Attending to complaints leaves the ordering and payment obligations of the opposite party intact.

Article 11: TRANSFER OF RISK

- The risk of loss or damage to the items that are the object of the agreement, shall pass on to the opposite party at the time at which these items are legal and/or actually delivered to the opposite party and with that into the powers of the opposite party or of a third party to be designated by the opposite party or at the moment that the items are ready for delivery, all this after the opposite party has been informed of this in writing;
- In the event that SKB Europe secures transport of the items that are the object of the agreement, this will be fully done for the account and at the risk of the opposite party. The opposite party itself shall take out a appropriate transport insurance.

Article 12: CIRCUMSTANCES BEYOND ONE'S CONTROL

- In case of circumstances beyond its control, SKB Europe shall have the right to dissolve the agreement. In the event that the circumstances beyond SKB Europe's control are only of a temporary nature, SKB Europe shall have the right to suspend the performance of the agreement. In the event that the period of circumstances beyond SKB Europe's control is longer than two (2) months the parties shall be authorized to dissolve the agreement without SKB Europe being obliged to pay any form of damages;
- Circumstances beyond one's control shall mean in these terms and conditions, in addition to all that is included in the law and in case law in this respect, any and all extraneous causes, foreseen or unforeseen, that SKB Europe does not have any influence upon, but owing to which SKB Europe is not in a position to fulfil the obligations. Stoppages of work or strikes in the enterprise of SKB Europe, computer and electricity breakdowns, fire, theft, traffic blocks, export impediments and stagnation in the delivery of raw materials/parts by subcontractors are included;
- In so far as SKB Europe at the time of the commencement of such circumstances has already partly fulfilled his obligations arising from the agreement or will be able to fulfil these, and the fulfilled respectively to be fulfilled part has a value of its own, then SKB Europe shall be entitled to invoice the already fulfilled or to be fulfilled part separately.

Article 13: WARRANTY

- Items produced by SKB Europe shall meet the technical demands and specifications stated by SKB Europe;
- SKB Europe shall grant a warranty to the direct opposite party in relation with the quality of the items produced by SKB Europe and this until one (1) year after delivery, unless parties have agreed a different term in writing;
- Warranties are not granted in connection with rendered services, unless parties have agreed differently in writing;
- Warranties can only be invoked after submission of the purchase invoice;
- The opposite party itself must check in advance whether the item to be delivered is suitable for the purpose stated;

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6. The duration of the warranty is explicitly stated on the sales invoice;
7. This warranty is limited to: manufacturing faults and so does not include damage arising from improper, negligent or inexperienced use, assembly or maintenance by the opposite party or a third party; deliveries to the opposite party in the EU; to replace the purchased item;
8. This warranty shall become null and void: on the resale of the delivered parties, unless parties have explicitly agreed differently; in case of processing, changes, adjustments or repairs by a third party to or of the delivered item(s); in case of exposure to hazardous substances and too high or too low temperatures; in case of overcharging of pulling and pushing force; by not using and maintaining the delivered item(s) in conformity with the instructions for use; when using the delivered item(s) for a different purpose than the one the opposite party stated to SKB Europe or for which it is suitable;
9. As long as the opposite party does not fulfil its obligations arising from the agreements concluded by the parties, he can not invoke this warranty provision.

Article 14: LIABILITY AND INDEMNITY

1. In the event that SKB Europe should be liable than such liability shall be limited to what is laid down in the current provision;
2. SKB Europe shall never be liable for: deviations, damage, faults and defects that remained unobserved in items approved by the opposite party; deviations, damage, faults and defects because of incorrect assembly, maintenance or use by the opposite party or a third party; with regard to indirect damage, including consequential damage, lost turnover and profits, missed savings and loss in case of business interruptions; damage or loss as a result of rejected raw materials, because of changes made in environmental laws after the conclusion of the agreement; unlawful, improper or unprofessional use by the opposite party or by a third party of the delivered items; for damage or loss as a result of use not in conformity with the instructions of use, environmental laws or product information;
3. In the event that SKB Europe is liable for damage or loss, then such liability shall be limited to at most the sum of money that the insurer will pay out to SKB Europe, at least to at most the amount claimed, at least such part of the amount claimed that such liability refers to;
4. SKB Europe shall never be liable for damage or loss arising from advice given. Advice is always given on the ground of facts and circumstances known to SKB Europe and in consultation, whereby the intention of the opposite party is always the leading principle and starting point for SKB Europe;
5. Any possible claim for damages must be submitted in writing to SKB Europe forthwith after the damage or loss arose;
6. The opposite party shall be obliged to inform its purchaser in conformity with the instruction for use and product information. The opposite party shall indemnify SKB Europe against claims of third parties in the event that SKB Europe is held liable for which SKB Europe is liable because the opposite party has failed in its performance;
7. Unless differently agreed, the opposite party itself must examine in advance whether the purchased item(s) will be suitable for the purpose for which it is going to use the purchased item(s). In the event that afterwards it appears that the purchased item(s) is/are not suitable for the purpose, the opposite party cannot hold SKB Europe liable for any damage or loss arising there from.
8. The restrictions included in these general terms and conditions as regards liability in case of damage or loss, shall not apply in the event that the damage or loss is attributable to intention or gross negligence of SKB Europe or its employees;
9. The opposite party shall be held to ensure that – prior to the delivery of data, documents, material and/or products – the information carriers concerned are copied or duplicate files are made.
10. In the event that the opposite party provides information carriers, electronic files or software etc. to SKB Europe, then the former shall guarantee that such information carriers, electronic files or software etc, are free of viruses and show no defects;

Article 15: INTELLECTUAL PROPERTY AND COPY RIGHTS

1. Notwithstanding the provisions included in these general terms and conditions, SKB Europe shall retain the rights and powers that are vested in SKB Europe on the basis of the intellectual property rights and the Netherlands Copy Right Act (*Auteurswet*);
2. Any and all items sold and/or produced, designs, sketches, calculations, drawings, models and brochures submitted by SKB Europe shall be exclusively intended to be used by the opposite party and may not be multiplied, sold on, processed, changed,

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copied, reproduced, made public or brought to the knowledge of third parties without prior consent of SKB Europe, unless as an effect of the nature of the sold items or submitted documents this is different;

3. Templates produced by SKB Europe shall remain the property of SKB Europe and shall not be returned to the opposite party;
4. The opposite party shall not be entitled to remove the name or the trade mark of SKB Europe from the delivered item(s).
5. SKB Europe shall also retain the right to use the knowledge increased during the execution of the activities for other purpose provided that in doing so confidential information shall not be brought to the knowledge of third parties.

Article 16: RETENTION OF TITLE

1. Any and all items delivered by SKB Europe, whether or not manufactured or processed, shall remain the property of SKB Europe until the opposite party has fulfilled all obligations arising from all agreements concluded with SKB Europe;
2. The opposite party shall not be authorized to pledge the items covered by retention of title or encumber such in any other manner;
3. The opposite party shall be obliged to insure the items covered by retention of title against value when new. Any damages paid out by the insurer shall take the place of the items mentioned above and shall accrue to SKB Europe;
4. The opposite party shall be obliged to inform SKB Europe as quickly as reasonably can be expected in case third parties attach the items covered by retention of title or establish or assert rights on such items;
5. In case SKB Europe wishes to exercise its property rights laid down in this article, the opposite party shall now, unconditionally and irrevocably, grant permission to SKB Europe or to third parties to be designated by SKB Europe to access all places where there is property of SKB Europe and to take such items along with him/her;

Article 17: EXPORT

1. Payment of export transactions must be effected by means of an irrevocable letter of credit issued and confirmed by a Netherlands bank unless agreed differently in writing. Both trans-shipment and partial shipments shall be possible on the basis of such letter of credit. The letter of credit can be transferred by SKB Europe;
2. The opposite party guarantees that in the event that import of items into a particular country or for a particular destination requires an import certification or permit, such import certification or import permit has been acquired or will be acquired before shipment, failing which the opposite party shall be liable for any loss or damage arising here from.
3. The customer is responsible for Export compliance and fulfilling export control regulations which are applicable in all countries in and outside the European Union.

Article 18: PAYMENT

1. Payment must be effected in cash or in advance by means of an advance on the invoice date or within eight (8) days from the invoice in a manner to be designated by SKB Europe and in the currency in which is charged. Complaints regarding the height of the invoice do not suspend the payment obligation;
2. In the event that the opposite party remains in default as regards payment within the term agreed, then the opposite party shall be in default by operation of law. The opposite party shall then owe an interest of 1.5% per month or part thereof unless the statutory interest or the statutory commercial interest is higher, in which case the highest interest shall apply. The interest on the exigible amount will be calculated as of the moment that the opposite party is in default until the time the full amount is paid;
3. In case of liquidation, (application for) bankruptcy, admission of the opposite party to the statutory debt repayment schedule on the basis of the Netherlands Debt Repayment (Natural Persons) Act (Wet Schuldsanering Natuurlijke Personen), tutelage order, attachment or (provisional) suspension of payment of the opposite party, any claims of SKB Europe on the opposite party shall be forthwith exigible;
4. Payments shall be deducted in the first place from costs due, then from interest due and finally deducted from the principal sum and accrued interest.

Article 19: COLLECTION COSTS

1. In the event that the opposite party is in default as regards the (timely) fulfilment of its obligations, any and all reasonable costs to obtain payment outside court shall be payable by the opposite party. In any case, the opposite party shall owe

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collection costs in case of a monetary claim. Collection costs shall be calculated in conformity with the collection rates as advised by the Netherlands association of Attorneys at Law in collection cases with a minimum of € 350;

2. In the event that SKB Europe has incurred higher costs which were reasonably necessary, such shall also be eligible for compensation. Legal costs and costs resulting from enforcing a court order shall also be payable by the opposite party.

Article 20: STAFF

1. The opposite party shall not be authorized, without written consent of SKB Europe, to enter into an employment relationship with an employee of SKB Europe, and this during and within one year from the performance of the agreement.
2. In the event that the opposite party, without the consent of SKB Europe, enters into a employment relationship with an employee (directly or not), the opposite party shall owe SKB Europe a compensation of at least six (6) times the gross monthly salary of the employee on the basis of forty (40) working hours per week. In addition the opposite party shall be obliged to fulfil completely its obligations arising from the agreement existing between the parties.

Article 21: TRANSLATIONS OF THESE TERMS AND CONDITIONS

The Netherlands version of these terms and conditions is authentic by exclusion of any other.

In the event that a translation deviates in any manner, then the Netherlands text shall prevail.

Article 22: DISPUTES

Any and all disputes in connection with the agreement concluded between the parties will be decided in the first instance by the competent Netherlands court in the place where the registered office of SKB Europe is established. Notwithstanding the previous provision, SKB Europe shall have the right to submit the dispute to the court that is competent in accordance with the law or an Arbitration Board.

Article 23: APPLICABLE LAW

The Netherlands law shall apply to each agreement concluded between SKB Europe and the opposite party. The Vienna Sales Convention shall be explicitly excluded.

Article 24: FILING

These terms and conditions have been filed at the office of the Chamber of Commerce and Industry for Oost-Brabant under number 17239118.