



Article 1 – General

1. Sky-C Solutions B.V. ("**Sky-C Solutions**") is a private limited liability company, incorporated under the laws of Curacao, whose main objects are to be a dealer, a wholesaler or a retailer of equipment and/or goods that are to be installed and used in households, hospitality environments and/or offices, or to provide internet (network) related services.
2. The provisions of these General Terms & Conditions ("**Terms**") have been made also on behalf of the individual partners of Sky-C Solutions and all (legal) persons engaged or employed or having been engaged or employed by or for Sky-C Solutions.
3. The Terms apply to any and all offers, price quotations and engagements of Sky-C Solutions and Sky-C Solutions has the right to modify the Terms.
4. Any terms and conditions of customer ("**Customer**") are expressly rejected and are not applicable.

Article 2 – Offers and Price Quotations

1. Offers and price quotations of Sky-C Solutions are valid for fourteen (14) days and all prices and rates expressed are inclusive of both turnover tax (*OB*) and government-imposed levies.
2. Apparent mistakes or errors in offers, quotations, agreements, email messages or other correspondence of Sky-C Solutions or mistakes or errors on Sky-C Solutions' website shall not be binding on Sky-C Solutions.

Article 3 – Prices

1. The prices are stated in a quotation, price list or on the website are expressed in Dutch Antillean Guilder. Unless explicitly stated otherwise, Customer shall bear the costs of packaging and dispatch, import and export duties and excise duties, as well as all other levies or taxes imposed or levied.
2. The prices are based on the conditions that apply at the time of concluding the agreement between Sky-C Solutions and Customer ("**Agreement**") for Sky-C Solutions, such as exchange rates, purchase prices, freight rates, import and export duties, excise duties, levies and taxes directly or indirectly charged by or on behalf of Sky-C Solutions or charged to Sky-C Solutions by third parties. If these conditions change after the conclusion of the Agreement but prior to the delivery, Sky-C Solutions has the right to charge the resulting additional costs to Customer.

Article 4 - Conclusion of the Agreement and Termination

1. The Agreement is concluded when (i) an offer or proposed agreement of Sky-C Solutions has been signed by Customer and returned to and received by Sky-C Solutions, (ii) an offer or proposed agreement has otherwise expressly (electronically) been accepted by Customer (in writing), which acceptance has been received by Sky-C Solutions, or (iii) performance by Sky-C Solutions of an offer or proposed agreement has been accepted by Customer.
2. Termination of the Agreement must be in writing. Services provided by Sky-C Solutions to Customer prior to the termination shall be charged to Customer.
3. Additional deliveries will be charged by Sky-C Solutions to Customer against the prices that are applicable at that time of delivery to Customer.
4. Should a change lead to fewer deliveries than previously agreed, then Sky-C Solutions is not obliged to (proportionally) reduce the agreed price.

Article 5 – Invoicing and Payment

1. Sky-C Solutions is entitled to require payment of the total (estimated) price in advance, or a certain percentage thereof, before commencing any services or delivering any goods. In the event only a certain percentage of the total (estimated) price has been requested and paid in advance, Sky-C Solutions is also

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entitled to request additional partial payments in advance (e.g. before delivery) before completing any services or delivering any goods.

2. All invoices sent by Sky-C Solutions must be paid in full, with no deduction, discount, set-off or suspension, within fourteen (14) days from the date of the invoice. Invoices concerning advance payments shall be paid at once. These terms of payment are fatal terms (*fatale termijnen*).

3. If full payment of an invoice is overdue, Customer shall be in default (*verzuim*) by operation of law without any demand or notice of default (*ingebrekestelling*) being required. In that event Sky-C Solutions shall have the right to suspend its services or delivery of goods until full payment of the amount outstanding and/or to dissolve the Agreement, without Customer being entitled to any compensation whatsoever.

4. In the event of default, Sky-C Solutions will charge interest at a rate of 3.5% per month or part thereof. Any and all judicial costs and the extrajudicial collection charges incurred in collecting any claim in respect of which Customer is in default ("**Collection Charges**") will be fully at Customer's expense. The Collection Charges are fixed to 15% of the outstanding balance including interest due with a minimum of ANG 300, or if the actual Collection Charges exceed this amount, the actual costs incurred.

5. In case of liquidation, bankruptcy or suspension of payment of Customer, all claims of Sky-C Solutions on Customer shall become immediately due and payable.

Article 6 – Terms of delivery and delivery by Sky-C Solutions

1. The agreed (delivery) terms of Sky-C Solutions are estimates only and not fatal terms or deadlines. In order for Sky-C Solutions to be in default, a written notice of default is required, whereby Sky-C Solutions will be granted a reasonable period of time, which is at least three (3) weeks, to fulfill its obligations.

2. In the event of a delivery at an earlier time than specified by Sky-C Solutions, Customer is obliged to accept said delivery.

3. Sky-C Solutions will timely notify Customer of the place and time at which the goods are ready for delivery to and pick-up by Customer. Customer is required to pick-up or accept delivery of the goods as soon as possible, but in any event no later than one (1) week after the date of the notification. The risk of the goods passes (*risico overgang*) to Customer from the moment Customer picks-up or accepts delivery of the goods, or, if not picked-up or accepted delivery within one (1) week of aforementioned notification, as of one (1) week after the date of the notification.

4. If Customer does not pick-up or accept delivery of the goods or does not do so on time, he will be in default without notice of default. Sky-C Solutions is, in that case, entitled to store the goods at the expense and risk of Customer and/or to sell them to a third party. Customer will continue to owe the purchase price plus the interest and costs, to be reduced by the net proceeds of the sale to a third party, if applicable.

Article 7 – Dissolution

1. If Customer does not, not timely or not adequately fulfill his obligations with regard to Sky-C Solutions, or if his bankruptcy is requested, he is declared bankrupt, applies for suspension of payments, or to his creditors or a part of them offers an arrangement (*regeling*) or an agreement (*akkoord*), also in the attachment of his assets or a part thereof, or he sells or liquidates his company, as well as the case of death, under curatorship or if he otherwise does lose control over his business, household management or part thereof, Customer is legally in default (*verzuim*) and every claim that Sky-C Solutions has or will be liable to, is immediately due and payable without any notice of default being required. Sky-C Solutions has the right to suspend further execution of the Agreement and/or to dissolve it in whole or in part.

Article 8 – Deviation

1. Deviations between the delivered product and the original concept shall not be a reason for rejection, discount, cancellation of the Agreement or damages if said deviations are of minor importance.

2. Colours shown to Customer, or other minor details, may slightly differ from the actual colours or details of any delivered product. Sky-C Solutions is not liable for any such deviation.

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Article 9 – Liability and limitation

1. Indirect damage, consequential loss, trading loss, delay damage, income loss, non-material damage, personal injury, and damage due to loss of data are excluded from reimbursement.
2. Any and all liability of Sky-C Solutions is limited to the amount paid out in the particular case under the professional liability insurance of Sky-C Solutions. If and insofar the insurance company makes no payment under aforesaid insurance, for any reason whatsoever, the liability of Sky-C Solutions will be limited to a sum equal to the amount invoiced by Sky-C Solutions in the particular case
3. The right to (claim) compensation will lapse if the damage is not reported within a reasonable period after the moment Customer has become aware or reasonably ought to have become aware of the facts or circumstances on which the particular alleged claim is based.
4. Sky-C Solutions is not liable for damage that occurs during transport of products by Customer.
5. Sky-C Solutions is not liable for damage that arises as a result of non-normal use by Customer and Customer understands this as damage caused by external calamities.
6. Save in an event of willful default or gross negligence by Sky-C Solutions, Customer indemnifies and hold Sky-C Solutions harmless from and against all actions, claims or demands of third parties arising from or relating in any way to services performed by Sky-C Solutions.

Article 10 – Retention of title

1. All goods remain the property of Sky-C Solutions, despite possible actual delivery, until the claims of Sky-C Solutions on Customer, including all costs and interest, have been paid in full. Customer undertakes to also make this retention of title of Sky-C Solutions towards third parties to whom Customer transfers or with whom Customer acts. If Customer does not retain this retention of title vis-à-vis third parties, Customer shall owe Sky-C Solutions an immediately due and payable fine for judicial moderation equal to the purchase price for which Customer has purchased the relevant goods from Sky-C Solutions.
2. In the event of a return of goods based on the retention of title, Customer will remain bound to pay the purchase price plus interest, costs and fines to Sky-C Solutions.
3. In the event of seizure, (provisional) suspension of payment or bankruptcy, Customer will immediately point out Sky-C Solutions' retention rights to the attachment bailiff, the administrator or the trustee.

Article 11 – Force majeure

1. There is an event of force majeure (*overmacht*) if (one or more obligations under) the Agreement cannot be fulfilled (completely) by Sky-C Solutions because the non-performance is beyond its control or cannot be attributed to Sky-C Solutions or Sky-C Solutions is not to blame for nor accountable for it by virtue of law, a juridical act or generally accepted principles.
2. An event of force majeure includes, but is not limited to, acts of God (such as, but not limited to, tropical storms, hurricanes, fires or explosions, earthquakes, tidal waves, floods, etc.), strike, peak voltage, government measures, delays in landing, export ban, riot, rebellion, acts or threats of terrorism, war, mobilization, transport impossibilities, import restrictions, negligence of suppliers and/or manufacturers and/or cooperation partners of Sky-C Solutions, illness of personnel, defects in auxiliary or transport equipment, exclusions or other work disorders and events which cannot reasonably be insured by Sky-C Solutions.
3. In the event of force majeure, Sky-C Solutions has the right to suspend its obligations and/or to dissolve the Agreement in whole or in part, or to demand that the content of the Agreement is amended so that execution remains possible. Sky-C Solutions is never obliged to pay any penalty or compensation. Sky-C Solutions reserves the right to payment of the work already performed and/or services delivered and the costs incurred.

Article 12 – Applicable Law and Competent Court

1. The legal relationships between Sky-C Solutions and Customer are governed by Curacao law and any disputes shall exclusively be submitted to the jurisdiction of the competent court in Curacao.
