



Sales Agreement Terms & Conditions of Sale

PAYMENT

SkyBrokers does not offer credit terms. All items, including applicable shipping charges must be paid in full prior to shipment. We accept Wire Transfers.

DELIVERY

Shipping or Delivery dates are approximate. SkyBrokers will not be held liable for failure to delivery due to strikes, suppliers' delays, changes requested by the Buyer, or any causes beyond it's control. SkyBrokers will not be liable for loss of revenue due to delayed delivery or installation of equipment.

SHIPPING

Incoterms2000 apply to all quotations. SkyBrokers reserves the right to ship via any responsible carrier. All shipping expenses are payable by the buyer and will be included for payment on the final invoice. Any claims arising as to shipping charges shall be resolved between the carrier and consignee. Unless otherwise stated, the purchase price is FHD Place of shipment for delivery within the European Union and DDU for delivery outside the European Union and excludes skidding or crating for shipment.

Once full payment for merchandise and freight is received, Pre-Owned items will be made ready for shipment. Once the item has shipped, you will be notified and given the pro/tracking number of the shipment. Large items are delivered via a Common Carrier truck and it will be the responsibility of the customer to provide a fork lift to off load large pieces of equipment at the delivery site.

DAMAGE

Claims for damage in transit must be made by the consignee with the Carrier. SkyBrokers assumes no responsibility for damages while in transit. Please inspect for damage and make notation on the Bill of Lading BEFORE the driver leaves your location.

PRODUCT AVAILABILITY

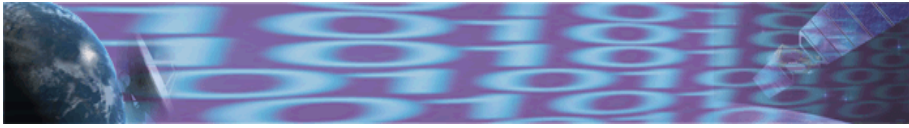
Pre-Owned Equipment is always quoted on a "first come, first served" basis. Pre-owned equipment that is in stock can usually ship within 4-6 days of receipt of full payment. Exact details of availability are given with the written offer.

SALES TAX

Prices stated/quoted are in Euro's and do not include any Sales Tax or Local Taxes, which are in addition to the purchase price and must be paid by the Purchaser where applicable.

PRICING

Prices are stated/ in Euro's . Prices subject to change without notice. SkyBrokers reserves the right to correct pricing errors at any time. In the event we find a pricing error; we will make every attempt to notify the customer as soon as possible about the error. If a pricing error is small in most cases we will absorb the difference, however in extreme case



SkyBrokers will notify the customer of the pricing discrepancy and, if the customer decides against the purchase, we will process a refund for the item or items in question

CANCELLATIONS

SkyBrokers reserves the right to charge the buyer a 20% restocking fee if orders are cancelled prior to shipment.

LIMITED WARRANTY

All USED/Pre Owned Equipment is sold AS IS, but guaranteed to be tested and in working order prior to shipping to our end user customers.

If the equipment does not work when it is delivered, SkyBrokers will provide, at its sole discretion, either a replacement with the same or similar item or, if that is not available, a money refund. Claims for damage in transit must be made by the consignee with the Carrier. SkyBrokers assumes no responsibility for damages while in transit.

USED/Pre-owned Equipment is sold with a 30 days limited warranty as describe herein, unless otherwise specified.

PURCHASER RESPONSIBILITY

It shall be the Purchaser's responsibility to ensure that any equipment purchased from SkyBrokers is installed and operated in a proper and safe manner. Purchaser agrees to defend, indemnify and hold harmless SkyBrokers from and against all suits, claims, costs and expenses, including attorney's fees, for personal injury, death, property damage or loss revenue arising from the purchase.

QUOTATIONS

All quotations are made for immediate acceptance and are subject to withdrawal, change or prior sale without notice. Not liable for typographical errors. A signed quote by the purchaser is a contract to purchase.

RETURNS

Used/Pre-owned Equipment may not be returned.

LEGAL

This agreement shall be interpreted in accordance with the laws of the Netherlands. SkyBrokers is registered under Netherlands Law at the Chamber of Commerce in Hilversum under registration number: 32106456