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General Terms and Conditions

SkillBite

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| Version | Date | Change | Author |
|---------|-----------|---------------|----------|
| 1.0 | 27-5-2025 | First Release | A.Konali |
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General Terms and Conditions

Definitions

1. SkillBite: SkillBite, established in Son en Breugel, Chamber of Commerce no: xxx
2. Customer: The party which SkillBite has entered into agreement with.
3. Parties: SkillBite and customer together
4. Consumer: a customer who is an individual acting for private purposes.

Applicability

1. These terms and conditions will apply to all quotations, offers, activities, order, agreements and deliveries of services or products by or on behalf of SkillBite.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

Offers and Quotations

1. Offers and quotations from SkillBite are without engagement, unless expressly stated otherwise.
2. An offer or quotation is valid for a maximum period of four (4) weeks from its date, unless another acceptance period is stated in the offer or quotation.
3. If the customer does not accept an offer or quotation within the applicable time frame, the offer or quotation will lapse.
4. Offers and quotations do not apply to repeated orders, unless the parties have agreed upon this explicitly in writing.

Acceptance

1. Upon acceptance of quotation or offer without engagement, SkillBite reserves the right to withdraw the quotation or offer within 3 days of acceptance, without any obligations towards the customer.
2. Verbal acceptance of customer only commits SkillBite after the customer has confirmed this in writing (or electronically).

Prices

1. All prices are in euros, are exclusive of VAT and exclusive of other costs such as administration costs, levies, travel or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. The price with regard to services is determined by SkillBite on the basis of the actual working hours.
3. If the parties have agreed on a total price for a service provided by SkillBite, this is always a target price.
4. SkillBite must inform customer in due time, if the target price will be exceeded.
5. SkillBite has the right to adjust the prices annually.
6. SkillBite will communicate price adjustments to the customer prior to the moment the price increase becomes effective.
7. The customer has the right to terminate the contract with SkillBite if he does not agree with the price increase.

Payments and Payment Term

1. The customer must have paid the full amount of the invoiced value 30 days after delivery of the invoice.
2. Payment terms are considered as fatal payment terms. This means that if the customer has not paid the agreed amount at the latest day of the payment term, he is legally in default, without SkillBite having to send the customer a reminder or to put him in default.
3. SkillBite reserves the right to make a delivery conditional upon immediate payment or to require adequate security for the total amount of the services or products.

Consequences of Late Payment

1. If the customer does not pay within the agreed term, SkillBite is entitled to charge 8% of the invoiced value per month in addition to original amount for commercial transactions from the day the customer is in default, whereby a part of a month is counted a whole month.
2. When the customer is in default, he is also due to extrajudicial collection costs and may be obliged to pay any compensation to SkillBite.
3. The collection costs are calculated based on the basis of the Reimbursement for extrajudicial collection costs.

4. If the customer does not pay on time, SkillBite may suspend its obligations until the customer has met his payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the customer, the claims of SkillBite on the customer are immediately due and payable.
6. If the customer refuses to cooperate with the performance of the agreement by SkillBite, he is still obliged to pay the agreed price to SkillBite.

Suspension of Obligation by the Customer

The customer waives the right to suspend the fulfilment of any obligation arising from this agreement.

Settlement

The customer waives his right to settle any debt to SkillBite **with any claim on SkillBite**.

Insurance

1. The customer undertakes to insure and keep insured the following items adequately against fire, explosion and water damage as well as theft:
 - goods delivered that are necessary for the execution of the underlying agreement.
 - goods being property of SkillBite that are present at the premises of customer.
 - goods that have been delivered under retention of title.
2. At the first request of SkillBite, the customer provides the policy for these insurances for inspection.

Guarantee

When parties have entered into an agreement with services included, these services only contain best-effort obligations for SkillBite, not obligations of results.

Performance of Agreement

1. SkillBite executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. SkillBite has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after written agreement, delivery of purchase order by the customer or payment of the possibly agreed advance by the customer.
4. It is the responsibility of the customer that SkillBite can start the implementation of the agreement on time.
5. If the customer has not insured that SkillBite can start the implementation of the agreement in time, the resulting additional costs and/or extra hours will be charged to the customer.

Duty to Inform by the Customer

1. The customer shall make available to SkillBite all information, data and documents relevant to the correct execution of the agreement in time and in the desired format and manner.
2. The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless otherwise ensuring from the nature of the agreement.
3. If and insofar as the customer requests it, SkillBite will return the relevant document.
4. If the customer does not timely and properly provides the information, data or documents reasonably required by SkillBite and the execution of the agreement is delayed because of this, the resulting additional costs and extra hours will be charged to the customer.

Indemnity

The customer indemnified SkillBite against all third-party claims that are related to the products and/or services supplied by SkillBite.

Complaints

1. The customer must examine a product or service provide by SkillBite as soon as possible for possible shortcomings.
2. If a delivered product of service does not comply with what the customer could reasonably expect from the agreement, the customer must inform SkillBite of this as soon as possible, but in any case within 1 month after the discovery of the shortcomings.
3. Consumers must inform SkillBite of this within 2 months after detection of the shortcomings.

4. The customer gives a detailed description as soon as possible of the shortcomings, so that SkillBite is able to respond adequately.
5. The customer must demonstrate that the complaint relates to an agreement between the parties.
6. If any complaint relates to ongoing work, this can in any case not lead to SkillBite being forced to perform other work than has been agreed.

Giving Notice

1. The customer must provide any notice of default to SkillBite in writing.
2. It is the responsibility of the customer that a notice of default actually reaches SkillBite (in time).

Joint and Several Client Liabilities

If SkillBite enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts due to SkillBite under agreement.

Liability of SkillBite

1. SkillBite is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.
2. If SkillBite is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.
3. SkillBite is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.
4. If SkillBite is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by the insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Expiry Period

Every right of the customer to compensation from SkillBite shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 Dutch Civil Code.

Dissolution

1. The customer has the right to dissolve the agreement if SkillBite imputably fails in the fulfilment of his obligations, unless this shortcoming does not justify termination due to special nature or because it is of minor significance.
2. If the fulfillment of the obligations by SkillBite is not permanent or temporarily impossible, dissolution can only take place after SkillBite is in default.
3. SkillBite has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give SkillBite good grounds to fear that the customer will not be able to fulfill his obligations, properly.

Force Majeure

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of SkillBite in the fulfillment of any obligation to the customer cannot be attributed to SkillBite in any situation independent of the will of SkillBite, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from SkillBite.
2. The force majeure situation in Paragraph 1 is also applicable – but not limited to: state of emergency (such as civil war, insurrection, riots, natural disaster, etc.); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbance of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which SkillBite cannot fulfill one or more obligations towards the customer, these obligations will be suspended until SkillBite can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. SkillBite does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantage as a result of the force majeure situation.

Modification of the Agreement

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

Changes in General Terms and Conditions

1. SkillBite is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by SkillBite with the customer in advance as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

Transfer of Rights

1. The customer cannot transfer the rights deriving from an agreement with SkillBite to third parties without the prior written consent of SkillBite.
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

Consequences of Nullity and Annulability

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what SkillBite had in mind when drafting the conditions on that issue.

Applicable Law and Competent Court

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where SkillBite is established is exclusively competent in case of any disputes between parties unless the law prescribes otherwise.