General Terms and Conditions Sky-Engineering

Identity and Details

These are the general terms and conditions of Sky-Engineering, established at Petersweg 30, 5454GE, Sint-Hubert. Sky-Engineering can be reached by telephone at 06-57820838. The email address of Sky-Engineering is info@sky-exclusive.com. Any complaints can be submitted via that email address or via the aforementioned business address. The Chamber of Commerce number of Sky-Engineering is 17210390 and the VAT number is NL.0016.87.880.B32.

Article 1 Applicability

1. These general terms and conditions apply to all offers made by Sky-Engineering and to all agreements that Sky-Engineering concludes with the customer, including distance contracts. This applies to both business customers and private customers (consumers). The customer of Sky-Engineering is hereinafter referred to as 'the customer'.

2. By placing an order with Sky-Engineering, the customer acknowledges being familiar with the content of these general terms and conditions and agreeing to them.

3. The applicability of the customer's general terms and conditions is expressly rejected by Sky-Engineering.

4. If an article of these general terms and conditions is null and void or voidable, the article in question shall be replaced by an article that is as close as possible to the original article in terms of content. The remaining articles of these general terms and conditions shall then remain in full force and effect.

5. Deviations from these general terms and conditions are binding on Sky-Engineering only if they have been recorded in writing and expressly.

Article 2 Offers

1. Any offer made by Sky-Engineering, in whatever form, is made entirely without obligation and does not bind it, unless Sky-Engineering has set a deadline for acceptance in the offer. If the client fails to accept Sky-Engineering's offer in a timely manner in that case, Sky-Engineering's offer shall lapse immediately and automatically upon the expiration of the relevant period.

2. Oral commitments bind Sky-Engineering only after they have been expressly confirmed in writing by Sky-Engineering to the client.

3. Every offer from Sky-Engineering contains as complete and accurate a description as possible of the products and/or services offered. The description is sufficiently detailed to enable the client to make a proper assessment of the offer. If Sky-Engineering makes use of images, it strives to provide a truthful representation of the products and/or services offered. Obvious errors or mistakes in the offer do not bind Sky-Engineering.

4. A composite offer does not oblige Sky-Engineering to perform a part of the assignment for a corresponding part of the stated price.

5. An offer from Sky-Engineering does not automatically apply to future agreements. 6. If a customer has accepted Sky-Engineering's offer – for example by placing an order – Sky-Engineering shall provide the customer with an order confirmation. If a consumer has accepted an offer from Sky-Engineering electronically, Sky-Engineering shall immediately confirm receipt of the acceptance of the offer electronically.

Article 3 Prices

1. The prices stated by Sky-Engineering on its website or otherwise are exclusive of VAT, unless expressly stated otherwise.

2. The prices stated by Sky-Engineering on its website or otherwise are exclusive of shipping costs, transport costs, delivery costs, and deposits, unless expressly stated otherwise. The costs for preparing, checking, transporting, and delivering the customer's order are therefore added to the price of the order and are payable by the customer. These costs vary per country where Sky-Engineering delivers. These costs are stated by Sky-Engineering during the ordering process. If these costs subsequently prove to be higher, the customer is also liable to pay the increase to Sky-Engineering, and Sky-Engineering is entitled to charge the increase to the customer.

3. The prices stated by Sky-Engineering are in Euros.

4. Prices will not be increased within the validity period of the offer, unless legal measures make this necessary or if the manufacturer implements interim price increases.

5. All prices quoted by Sky-Engineering are subject to printing and typesetting errors. Sky-Engineering is not liable for the consequences of such errors.

Article 4 Delivery Time

1. The delivery time is estimated by Sky-Engineering as accurately as possible, but can only be considered an estimate and never a firm deadline.

2. In the case of distance selling, the customer agrees that delivery by Sky-Engineering is not required to take place within thirty days after placement. Sky-Engineering strives to deliver as soon as possible. However, this may take longer than thirty days, which is acceptable to the customer.

3. If Sky-Engineering does not have the item or items ordered by the customer in stock, Sky-Engineering is entitled to deliver only when the relevant item or items are back in stock. In that case, Sky-Engineering will inform the customer.

4. If the item or items ordered by the customer are no longer available at all, Sky-Engineering has the right to supply the customer with another item or items of equal quality and price. In that case, Sky-Engineering will inform the customer.

5. Sky-Engineering is entitled to ascertain whether the customer is able to meet his payment obligations, as well as all facts and factors that are relevant for responsibly entering into an agreement (at a distance) with the customer. If, based on this investigation, Sky-Engineering has good grounds not to enter into the agreement, Sky-

Engineering is entitled to refuse an order or request with justification, or to attach special conditions to its execution.

6. The Customer shall not be entitled to any compensation in any form whatsoever in the event of any exceeding of the delivery time estimated by Sky-Engineering, unless this has been expressly agreed, or if the exceeding is the direct and immediate consequence of gross negligence or gross carelessness on the part of Sky-Engineering.

7. The Customer may not dissolve the agreement with Sky-Engineering due to exceeding the delivery time and may not refuse receipt and/or payment of the goods to be delivered.

Article 5 Delivery

1. Sky-Engineering delivers goods and accessories ordered from it (hereinafter collectively referred to as: 'the goods') ex warehouse (in Sint-Hubert), unless the parties have expressly agreed in writing on a different method of delivery.

2. If the parties have expressly agreed in writing on a method of delivery other than ex warehouse, Sky-Engineering is free to determine the method of transport of the goods and the means of transport for transport to the customer. Sky-Engineering is therefore also free to engage a third party for the transport of the goods and the delivery to the customer.

3. If delivery free of charge has been expressly agreed between the parties in writing for delivery from Sky-Engineering to the customer, the goods travel at the expense and risk of Sky-Engineering. In that case, the goods are deemed to have been delivered by Sky-Engineering and accepted by the customer as soon as the goods have been brought to the site and unloaded. In all other cases, the goods travel at the expense and risk of the customer, and upon delivery ex warehouse, the goods are deemed to have been delivered by Sky-Engineering and accepted by the customer.

4. If, during transport at the risk of Sky-Engineering, damage and/or defects that can be observed upon arrival of the goods are not immediately noted by the customer on the consignment note, delivery receipt, or similar document to be returned with them, Sky-Engineering shall not be liable for such damage and/or defects.

5. The customer is obliged to take delivery of the goods at the moment they are delivered to him, or at the moment they are made available to him or delivered.

6. From the moment of delivery, the goods are at the expense and risk of the customer.

7. If the customer refuses to take delivery of the goods or is negligent in providing information or instructions necessary for delivery, the goods shall be stored by Sky-Engineering at the expense and risk of the customer. In that case, the customer owes Sky-Engineering the resulting transport costs, storage costs, and any other costs immediately.

8. Parts supplied by Sky-Engineering to a customer that subsequently prove to be unnecessary may be returned by the customer to Sky-Engineering no later than 14 days after delivery. Sky-Engineering will charge the customer a fee for this of 20% of the purchase amount, with a minimum of € 50.00. Parts specially disassembled for the customer cannot be returned.

Article 6 Exchange Items

1. In this article, the following is understood to mean:

Exchange item: a part sold by Sky-Engineering to the customer, whereby the customer trades in a similar (old) part with Sky-Engineering. Sky-Engineering may sell the items obtained through trade-in.

2. An exchange item sold by Sky-Engineering to a customer is packaged in a standardized manner. The packaging is provided to the customer on loan by Sky-Engineering. Packaging always remains the property of Sky-Engineering. The customer must return the packaging to Sky-Engineering undamaged. Sky-Engineering charges the customer a deposit on packaging materials, unless otherwise agreed in writing. If the customer has not returned the packaging materials to Sky-Engineering within three months after the purchase of the exchange item, Sky-Engineering is no longer obliged to return the packaging/deposit. This does not affect the customer's obligation to return the packaging.

3. Upon the purchase of an exchange item, Sky-Engineering charges the customer a deposit, unless otherwise agreed in writing. If the customer has not returned the item to be traded in to Sky-Engineering within three months of the purchase of the exchange item and/or has returned it not in assembled condition and/or not safely/completely packaged free of coolant and oil, Sky-Engineering is no longer obliged to return the deposit charged to the customer. This does not affect the customer's obligation to return the old item. A leak caused by the customer's failure to drain a component may result in a (high) fine, for which the customer is responsible.

4. The deposit charged by Sky-Engineering to the customer is merely a symbolic amount. In cases where the actual value of the old item is higher than the deposit, a surcharge may be applied.

5. Exchange items are sold by Sky-Engineering only upon the return of the old item by the customer. The old item must be of the same make, build type, and composition, and must not be broken, torn, welded, or otherwise damaged or incomplete. The vital parts (in the case of an engine, these are the block, head, crankshaft, and camshaft) must be capable of being overhauled in the normal manner. If the submitted item does not meet these requirements, the higher costs will be borne by the Sky-Engineering customer, and a recalculation will take place.

6. An engine may be supplied with a non-standard oil sump and/or valve cover. In such cases, the customer must transfer the relevant parts from the old engine at their own expense, after thorough inspection and cleaning.

7. Sky-Engineering reserves the right to modify exchange items to its own specifications if this has a positive impact on the quality of the exchange item.

8. For environmental and safety reasons, the customer must pack the old items to be submitted safely and completely free of coolant and oil at their own expense. The customer is liable for all damage to Sky-Engineering and/or third parties arising from the

incorrect delivery of the old items to be returned. The customer hereby indemnifies Sky-Engineering in this regard.

9. Sale with trade-in. If, upon the sale of a new item against the trade-in of a used item, the customer continues to use the old item pending delivery of the new item, the latter item shall only become the property of Sky-Engineering after actual delivery thereof to Sky-Engineering has taken place. As long as the customer continues to use the item, it shall be entirely at his expense and risk.

Article 7 Inspection and Complaints

1. Every customer of Sky-Engineering is obliged to inspect the delivered goods upon delivery for the correctness of the order, quantity, and defects.

2. Minor, unavoidable deviations considered acceptable in the trade cannot constitute grounds for complaints.

3. Visible defects or shortages must be reported in writing to Sky-Engineering by a business customer within 8 working days after delivery at the latest.

4. Non-visible defects or shortages must be reported in writing to Sky-Engineering by a business customer within 8 working days after discovery, or within 8 working days after they could reasonably have been discovered at the latest.

5. A private customer (consumer) must report both visible and non-visible defects or shortages to Sky-Engineering within a period of two months after discovery of the defect.

6. No complaints can be made regarding defects or shortages that are discovered only one year after delivery (or thereafter).

7. If the customer has not complained regarding a defect or deficiency within the period specified in paragraph 3 (for business customers), paragraph 4 (for business customers), paragraph 5 (for private customers), or paragraph 6 (for all customers), the customer shall no longer be entitled to repair, replacement, or compensation, and the customer shall pay the costs incurred by Sky-Engineering, insofar as these are reasonable.

8. If it is established that an item is defective and a timely complaint has been made in this regard, Sky-Engineering shall, within a reasonable period, replace the defective item at the customer's option or arrange for the repair of the defect. In the event of replacement of the item, the customer is obliged to return the item to be replaced to Sky-Engineering in its original packaging. The costs thereof shall be borne by the customer, unless expressly agreed otherwise in writing.

9. The customer cannot invoke a defect in Sky-Engineering's performance if he has assembled or processed the items purchased from Sky-Engineering. 10. Even if the customer lodges a complaint in a timely manner, his obligation to pay the full invoice amount and to take delivery of the ordered goods remains. If the customer can assert a claim against Sky-Engineering, this does not entitle the customer to suspend his payment to Sky-Engineering.

Article 8 Liability

1. Sky-Engineering is not liable for damage of any nature whatsoever arising from its reliance on incorrect and/or incomplete data provided by or on behalf of the client.

2. Except in cases of intent or gross negligence by Sky-Engineering or one of its executives, Sky-Engineering is only liable for direct damage, and its liability is limited to the amount paid out by its liability insurer, plus the deductible. If, for whatever reason, no payment is made by Sky-Engineering's insurer, Sky-Engineering's liability is limited to a maximum of the amount invoiced by Sky-Engineering to the relevant client.

3. In no event shall Sky-Engineering be liable for business, consequential, and/or indirect damage, including, but not limited to, loss of profit and revenue, lost returns, and intangible damage. Sky-Engineering is also not liable for damage attributable to acts or omissions of the Customer or a third party engaged by the Customer.

4. All rights of claim and other powers (of whatever nature) that the Customer has against Sky-Engineering must be received in writing by Sky-Engineering within one year and one day after the moment at which they arise or the Customer became aware of them or could reasonably have been aware of them, failing which they shall lapse.

5. The Customer indemnifies Sky-Engineering against any claims from third parties who suffer damage in connection with the execution of the agreement, unless (and to the extent) the damage is exclusively the result of intent or gross negligence on the part of Sky-Engineering or its executives.

Article 9 Retention of Title

1. Without prejudice to the provisions of Article 5, paragraph 6 of these general terms and conditions, Sky-Engineering retains title to all products delivered to the customer until the purchase price for all such products has been paid in full, including any interest and costs due. The retained title also applies to claims that Sky-Engineering may acquire against the customer due to the customer's failure to fulfill one or more of its obligations towards Sky-Engineering arising from the agreement or such agreements concluded between the parties.

2. If and as long as the products are subject to a retention of title, the customer is not permitted to alienate these products or to establish any limited right thereon, other than in the (possible) normal conduct of its business. 3. The Customer has a duty of care with regard to the products subject to retention of title and must insure and keep them insured against customary risks, including in any event household contents insurance covering risks against, among others, fire, theft, explosion, and water damage.

4. If the Customer fails to fulfill its obligations under any agreement concluded with Sky-Engineering, or if Sky-Engineering has good grounds to fear that the Customer will fail to fulfill its obligations under any agreement concluded with Sky-Engineering, Sky-Engineering is entitled at all times to take back, remove (or have removed), and store elsewhere the products delivered to the Customer.

In particular – but not exclusively – this right exists if (I) the Customer has applied for a suspension of payments or bankruptcy, (II) the Customer's bankruptcy is being or has

been applied for, or (III) the Customer enters into a payment arrangement with one or more creditors. In the event that Sky-Engineering wishes to exercise its ownership rights as indicated in this article, the Customer hereby grants Sky-Engineering, or a third party designated by it, unconditional and irrevocable permission, effective immediately and for the future, to enter all locations where those products owned by Sky-Engineering are located and to reclaim those products.

5. All costs relating to the exercise of the retention of title, including the costs of transport and storage, shall be borne by the Customer. 6. In the event that Sky-Engineering has exercised its right of retention, Sky-Engineering is entitled at all times, but not obliged, to sell the products to a third party, and the Customer shall be credited by Sky-Engineering for the market value of the products to be determined by Sky-Engineering, or the net sales value, whichever amount is the lower, less all costs incurred for the repossession, without prejudice to Sky-Engineering's right to compensation for damages incurred by Sky-Engineering as a result of the Customer's default.

Article 10 Payment

1. If the customer places an oral or written order with Sky-Engineering, this creates a payment obligation for the customer. This also applies to orders placed with Sky-Engineering via the internet.

2. Payment by the customer must be made within the payment term agreed upon between Sky-Engineering and the customer. If no other payment term has been agreed upon, a payment term of 14 days after the invoice date applies, being the due date. In the event of late payment, the customer is automatically in default.

3. From the due date of the invoice, the customer owes interest on the invoice amount at a rate of 1.5% per month.

4. If the customer fails to pay on time, Sky-Engineering will give the customer 14 days to make the payment by means of a demand letter. If full payment is still not received thereafter, the customer is also liable for extrajudicial collection costs.

5. Sky-Engineering is entitled to first apply received payments to satisfy accrued interest and extrajudicial collection costs, before proceeding to apply the payments to pay the principal sum.

6. If the customer is in arrears with respect to a part of its payments, the entire amount owed to Sky-Engineering becomes immediately due and payable. This also applies to invoices that have not yet fallen due at that time.

7. If, in Sky-Engineering's opinion, there are reasons to do so, it is entitled at all times to demand that the customer pays (a part) in advance or provides adequate security for payment. Failing this, Sky-Engineering has the right to suspend delivery or to dissolve the agreement and claim damages. The purchase price of what has already been delivered by Sky-Engineering to the customer then becomes immediately due and payable. In the case of a consumer purchase, Sky-Engineering will not require an advance payment of more than 50% of the purchase price.

8. Any amount owed by the Customer to Sky-Engineering becomes due and payable in full and immediately if the Customer (I) threatens to obtain or obtains a suspension of

payments, (II) threatens to go bankrupt or goes bankrupt, or (III) threatens to be admitted to debt restructuring or is admitted thereto.

9. If the Customer fails to pay on time, Sky-Engineering is entitled to suspend further deliveries to that Customer without prior notice. In this case, too, the purchase price of the delivered goods becomes due and payable immediately and in full.

10. A business customer is not entitled to set off any amount against what is due to Sky-Engineering and/or to invoke suspension.

11. Deposits and shipping costs must be paid by the Customer to Sky-Engineering at all times.

Article 11 Intellectual Property Rights

All intellectual and industrial property rights to all items supplied to the Customer shall vest exclusively in Sky-Engineering or its licensors or suppliers. The Customer is not permitted to copy these items or otherwise infringe upon the intellectual property rights of Sky-Engineering or its licensors or suppliers.

Article 12 Privacy

1. The data provided by the customer will be included in Sky-Engineering's customer database. This database will also include the data necessary for the processing of orders, such as order, delivery, and payment details.

2. Sky-Engineering complies with the obligations arising from the General Data Protection Regulation (GDPR). Sky-Engineering will ensure appropriate technical and organizational measures to protect personal data against loss or any form of unlawful processing.

Article 13 Warranty

1. Sky-Engineering provides a basic 3-month warranty on all used parts sold and/or delivered to the customer; this basic warranty does not cover labor or other associated costs. For all new and reconditioned parts sold and/or delivered, Sky-Engineering provides a 12-month warranty following the customer's purchase—limited to 50,000 km—which includes a labor warranty (see provisions below).

The labor warranty applies only to parts priced above €2,500.00 (excluding VAT). If the labor warranty applies and a part fails during the warranty period, Sky-Engineering reserves the right to choose between repair and replacement. Repair or replacement work is to be carried out by the customer (buyer), unless Sky-Engineering elects to have the repair or replacement performed elsewhere. Sky-Engineering will reimburse the cost of necessary parts and materials at cost price only, subject to prior written approval of a quotation for said parts and materials. Sky-Engineering will not provide reimbursement without such prior written approval. Labor costs are reimbursed based on the manufacturer's flat-rate times at an hourly rate of €50.00 (excluding VAT), up to a maximum of €500.00 (excluding VAT). Transport costs and consequential damages are excluded from all warranties.

Article 14 Further warranty conditions

1. The warranty on used engines applies exclusively to the mechanical rotating parts of the engine itself, the engine block, and the cylinder head. Consequently, the following parts of used engines are explicitly excluded from the warranty: electronic components; wear parts such as the timing system and other wear-prone items; gaskets, oil seals, and other seals; and engine ancillaries such as the turbocharger, injectors, and other components separate from the mechanical rotating parts of the engine mentioned above.

2. The customer may only derive rights from a warranty if they prove that they purchased the item from Sky-Engineering. The customer may provide this proof by submitting the relevant purchase agreement or invoice to Sky-Engineering and, where applicable, the warranty card issued for the item. In the case of an item marked or labeled by Sky-Engineering with a specific mark or identification number, the customer may only derive rights from a warranty if said mark or identification number remains intact when a warranty claim is made.

3. Claims made by the customer under the warranty are non-transferable to third parties.

4. In the event of a defect—provided this is established within 3 months of purchase for used items, or within 12 months for new or reconditioned items—the customer has the right to present the item supplied by Sky-Engineering to the company for replacement or repair, at Sky-Engineering's discretion. For warranties covering labor, the conditions set out in Article 13 of these General Terms and Conditions apply.

5. In the event of a valid warranty claim, Sky-Engineering undertakes to repair the item submitted for replacement or repair, or to replace it with a comparable item, within a reasonable period, unless Sky-Engineering is unable to do so; in that case, Sky-Engineering shall refund the relevant invoice amount. Regarding the warranty on workmanship, the conditions set out in Article 13 of these General Terms and Conditions apply.

6. In the event of repair or replacement under warranty, the warranty period is not extended; the warranty term applicable at the time of sale remains in effect. This also applies if the repair or replacement is completed after the warranty period applicable at the time of sale has expired.

7. The customer cannot claim a warranty from Sky-Engineering:

a. if the customer has provided Sky-Engineering with incorrect or insufficient information regarding the make and model designation of the purchased item and/or the vehicle for which the part is intended;

b. if the customer does not strictly meet or has not met his payment obligations towards Sky-Engineering. The customer is not entitled to refuse payment on the grounds that Sky-Engineering has not yet or has not fully fulfilled its warranty obligations;

c. if third parties have performed work without the written permission of Sky-Engineering that is related to the goods supplied by Sky-Engineering and/or work performed by Sky-Engineering in respect of which a claim under the warranty is made.

d. Further excluded from warranty are:

- defects in materials or parts prescribed or provided by the customer; - defects resulting from designs, drawings, constructions, or working methods provided by the customer, or from advice given by the customer/client;

- defects in built-in electronic components;

- defects in fuel systems such as the tank and additional components that are not flushed or replaced. The warranty also does not extend to the repair of engine defects resulting from the use of fuels for which the engine is not suitable (according to the manufacturer's specifications regarding prescribed fuel use) or for which the engine has not been made suitable by Sky-Engineering;

- engine damage caused by failure and/or incorrect use of the electronic components and/or the electronic peripherals is also excluded from the warranty, as are defects in items that are not material and/or structural defects (such as, for example, defects resulting from normal wear and tear, internal and external contamination, rust and paint damage, transport, freezing, overheating, overloading, and/or dropping the product);

- if parts other than those prescribed by the manufacturer were used during installation;
- if non-original parts were used during installation;

- if the purchased item has been installed in a vehicle for which it is not originally intended;

- if the purchased item has been installed in a sports car or a tuned vehicle;
- defects resulting from intent, failure to perform normal or prescribed maintenance, incorrect installation/connection/modifications carried out by third parties, improper handling, incorrect (or use other than the intended normal) use are also excluded from warranty;

- nor is there any entitlement to warranty regarding defects arising from accessories belonging to the item but not inspected by Sky-Engineering, as well as regarding defects and damage resulting from the vehicle's participation in competitions or speed trials.

e. The original warranty period is not extended upon replacement.

8. Warranty on engines and/or gearboxes applies only if it can be demonstrably proven that the oil and/or timing belt and/or filters have been replaced. 3. No warranty is given on work and/or parts relating to the installation.

9. Furthermore, no warranty claim is possible if the customer or third parties have acted in violation of any other provision of these general terms and conditions.

10. The customer cannot derive any right to compensation of any kind from a warranty, except insofar as they would be obliged to pay compensation pursuant to the law or these general terms and conditions.

11. Sky-Engineering has the right to deviate from the warranty conditions if the customer has been expressly informed thereof prior to the conclusion of the purchase agreement

and the deviating provisions have been recorded in writing between Sky-Engineering and the customer.

Article 15 Disputes

1. All legal relations between Sky-Engineering and the customer are governed exclusively by Dutch law.

2. The applicability of the Vienna Sales Convention is expressly excluded.

3. All disputes regarding, arising from, or related to an agreement concluded by Sky-Engineering or an offer, quotation, order confirmation, delivery of products and/or services, and invoices from Sky-Engineering shall be submitted exclusively to the competent court of a Dutch District Court for adjudication.

If the customer is a consumer, the provision numbered Article 16 below also applies in addition to the aforementioned articles. The provision below (Article 16) expressly does not apply to a business customer.

Article 16 Right of withdrawal for distance selling

1. When purchasing a product remotely, the consumer has the option to dissolve the agreement without giving reasons during a cooling-off period of 14 calendar days. This cooling-off period commences on the day after the consumer has received the product. After the cooling-off period has expired, the consumer loses his right of withdrawal.

2. During the cooling-off period, the consumer shall handle the product and the packaging with care. He shall only unpack or use the product to the extent necessary to determine the nature, characteristics, and functioning of the product. The principle here is that the consumer may only handle and inspect the product as he would be allowed to do in a store.

3. If the consumer has used the product for more than is necessary to assess whether he actually wishes to keep the product, the consumer is liable for the decrease in value. Sky-Engineering is then entitled to compensation if the consumer returns the product after using it.

4. If the consumer exercises his right of withdrawal, he shall notify Sky-Engineering of this within the cooling-off period mentioned in paragraph 1 of this article by means of the model withdrawal form or in another unambiguous manner. The model withdrawal form for a consumer is included under these general terms and conditions. 5. As soon as possible, but no later than 14 days from the day following the notification referred to in paragraph 4 of this article, the consumer shall return the product to Sky-Engineering.

6. The consumer shall return the product with all delivered accessories, in original condition and packaging, and in accordance with the reasonable and clear instructions provided by Sky-Engineering.

7. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.

8. The consumer shall bear the costs of returning the product to Sky-Engineering.

9. If the consumer has paid an amount to Sky-Engineering and Sky-Engineering has received this amount, Sky-Engineering shall refund this amount to the consumer within 14 days following the day on which the consumer notified Sky-Engineering of the withdrawal. Sky-Engineering is entitled to refund the aforementioned amount to the consumer only after Sky-Engineering has received the product back.

10. Products manufactured according to the consumer's specifications, which are not prefabricated and which are manufactured based on an individual choice or decision of the consumer, or which are clearly intended for a specific person, are expressly excluded by Sky-Engineering from the right of withdrawal. With regard to such products (custom-made), the consumer is therefore not entitled to a right of withdrawal.