

# SKL - Stichting Kwaliteitseisen Landbouwtechniek

## SKL-Testing Station Agreement

Field crop sprayers/Air-assisted sprayers/Engine tank sprayers\*

(Version September 2002)

The Foundation of Quality Control of Agricultural Machinery (SKL) at Wageningen and the contractor:

Name of firm:

Address of firm:

Postal code:

Place:

Phone:

Fax:

E-mail address:

will agree the following:

### Article 1

Contractor has been entitled as acknowledged SKL testing station for Field crop sprayers/Air-assisted sprayers/Engine tank sprayers\* and will function as long as the company keeps himself to the conditions put by the SKL to qualify and continue for recognition.

### Article 2 The conditions to qualify for recognition:

- a. The tests are only carried out if a signed SKL testing order form is present.
- b. The tests are carried out under responsibility of contractor by a test operator who has a valid SKL certificate "recognised test-operator Field crop sprayers/Air-assisted sprayers/Engine tank sprayers\* " .
- c. The testing installation, - equipment satisfies to the SKL provisions "\_TECHNICAL REQUIREMENTS for the installation of a SKL testing station for Field crop sprayers/Air-assisted sprayers/Engine tank sprayers\* ". The tests take place under circumstances that are in agreement with the applying Dutch labour circumstances - and environment regulations.
- d. The tests are carried out on the basis of by the Board of the SKL determined and actual version of the "SKL Features for testing Field crop sprayers/Air-assisted sprayers/Engine tank sprayers\* " .
- e. The test results are noted under responsibility of contractor in line with the truth on a "Testing form Field crop sprayers/Air-assisted sprayers/Engine tank sprayers\* " as determined by the Board of the SKL.
- f. Only if from the Testing form becomes clear that is satisfied to the "SKL Features for testing Field crop sprayers/Air-assisted sprayers/Engine tank sprayers\* " , the contractor or an under its responsibility operative test operator will place a testing characteristic (sticker) on the application equipment, as determined by the Board of the SKL.

- g. If contractor will put the testing installation, - equipment as called under c) available to third parties, contractor is entirely responsible for maintaining of what is fixed in this agreement.
- h. SKL will provide the items, such as order forms, testing forms and stickers, as said in the previous members, under the in the attached appendix described "supply - and payment conditions of the SKL".
- i. Contractor will pay a yearly fee on the basis of a by the SKL send invoice of a by the Board of the SKL determined amount.

#### Article 3

SKL have been entitled competent to check the testing facilities on good implementation and functioning, and carry out controls during and after the execution of the tests to be able to guarantee a good quality and uniformity of the performed tests. This inspections shall be executed according to a by the Board of the SKL determined procedure.

#### Article 4

SKL have been obliged all provide records necessary for the implementation of the tests within one week after written order as contractor have been satisfied to the in Article 2 of this contract put requirements.

#### Article 5

##### Liability

- a. Contractor will protect SKL for every liability that results from the not well complying with anything of this agreement and/or the regulations in the documents to which are referred in this agreement.
- b. SKL will accept absolutely no liability for only damage caused to contractor or to third parties, which can be connected directly, or indirectly with the execution of the sprayer testing.
- c. Contractor has been obliged to indicate the one who offers the sprayer for testing, that damage to the sprayer as a result of the testing will be the risk of the machine owner. Contractor is obliged to hedge himself by an insurance against damage that arises by intention or failures of the test operator.

#### Article 6 Dissolution of the agreement

- a. Undiminished the rights and duties which have arisen already, this agreement between SKL and contractor is by right considered as dissolved as:
  - Contractor no longer has a testing institution as meant in Article 2 member c., or as
  - Contractor no longer is possible to have the tests taken place by a recognised test-operator, or as
  - Contractor refuses to pay the contribution as called in Article 2 pay paragraph i., or as
  - Contractor remains negligent to comply with the provisions in this agreement, or as
  - The result of the inspections according to Article 3 gives reason, or as
  - Contractor indicates by means of a written statement three months before the end of the calendar year that he wants to conclude the agreement.
- b. If one of the contract parties believes that one or more of the situations called in the



first paragraph of this Article has risen, he will put the other contract party in lack by means of a registered letter. When the objected situation is raised within the reasonable period called in this letter, then the agreement will be considered not as dissolved.

- c. As soon as a party thinks that the agreement can be considered as annulled, he will report this to the other party.
- d. As soon as this agreement is considered as annulled, contractor will send back the still present "testing forms Field crop sprayers/Air-assisted sprayers/Engine tank sprayers\*" and "approval characteristics" as meant in Article 2 respectively member e. and f. as well as the possible by SKL put available signs. For this the paid amounts will be restituted by the foundation.

Article 7 Objections and disputes

- a. Contract can present objections against the implementation of this agreement well reasoned to the Board of the SKL. After receiving of the objection the Board of the SKL pronounce written sentence within 4 weeks.
- b. All disputes, also that who only by one of the parties is considered as a dispute, concerning this agreement and the provisions of this agreement, are subject to the judgement of the district court in Arnhem.

Place of agreement

Date of agreement

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On behalf of the SKL

On behalf of the testing station (contractor)

Name:.....

Name:.....

Signature:

Signature:

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