

GENERAL TERMS AND CONDITIONS OMNIDRONES B.V.

Article 1 Definitions/general

- a. In these general terms and conditions, the following definitions shall apply:
 - *contractor or seller*: OmniDrones B.V., hereinafter also referred to as "*OmniDrones B.V.*";
 - *principal or purchaser*: any person who in the exercise of profession or business enters into an agreement with OmniDrones B.V. for the supply of goods or for the performance of services, or to whom OmniDrones B.V. makes an offer;
- b. These General Terms and Conditions apply to all quotations and offers of OmniDrones B.V. and to the conclusion, content and performance of all agreements between OmniDrones B.V. and the Buyer for the delivery of goods or the performance of services.
- c. General (purchase) conditions of the buyer do not apply, unless agreed in writing between the parties.
- d. If one or more provisions of these general terms and conditions are void or voided, then other provisions shall remain in full force and effect. OmniDrones B.V. and the Buyer shall then enter into consultation regarding replacement of the void or voided provision, whereby as much as possible the purpose and intent of the original provision shall be observed.
- e. OmniDrones B.V. has a privacy policy which applies to its services. Both the privacy policy and the terms and conditions can be found on OmniDrones B.V.'s website.

Article 2 Offer/acceptance

- a. All offers and quotations by OmniDrones B.V. are without obligation. Offers contain a full description of the goods to be delivered or the services to be performed. Designs, models, images, drawings, quotations of sizes and weights, descriptions of tasks and services originating from OmniDrones B.V. are as accurate as possible, minor deviations do not result in any claims for the Buyer.

To the extent applicable, OmniDrones B.V. reserves the intellectual property rights to the images, designs, drawings, models and texts provided with the offer.
- b. All prices quoted by OmniDrones B.V. are valid for delivery ex warehouse or place of business of OmniDrones B.V., unless agreed otherwise in writing. All prices are exclusive of VAT and exclusive of government levies, unless agreed otherwise in writing. Additional costs of packaging, travel, accommodation, shipping and administration costs are not part of the prices and will be charged separately by OmniDrones B.V..
- c. Except in the case of purchase against cash payment, an agreement between OmniDrones B.V. and the purchaser comes into effect after OmniDrones B.V. has confirmed the order in writing or after OmniDrones B.V. commences delivery.
- d. Price changes due to e.g. importer prices and/or exchange rates may be passed on in the price. If price changes occur within three months of the conclusion of the agreement, the customer shall be entitled to dissolve the agreement within one week of receiving notification of the price change. If price changes occur for a delivery period longer than three months, the right to dissolve the agreement does not exist.
- e. Price changes resulting from the law, such as taxes and levies imposed by the government, do not give the right to dissolve the agreement.

- f. OmniDrones B.V. reserves the right to set off additional work, resulting from the agreement, against the final amount due by the Buyer, with a maximum of 10% over the offered final amount.

Article 3 Delivery/delivery time

- a) Delivery times and other dates given by OmniDrones B.V. are indicative and can never be considered a fatal deadline in the sense of Article 6:83 sub a of the Dutch Civil Code, unless expressly agreed otherwise in writing. If the estimated delivery time is exceeded, the Buyer may declare OmniDrones B.V. in default in writing, by registered letter, with due observance of a reasonable period for OmniDrones B.V. to still - without becoming liable for compensation - fulfill its obligation. A reasonable period is a period of two months after the expiry of the stated delivery time.
- b) As soon as goods are ready for collection or delivery at OmniDrones B.V. or the activities resulting from the service have been completed, goods shall be considered delivered or services provided.
- c) The Buyer is obliged to accept a delivery at an earlier time than specified by OmniDrones B.V.. OmniDrones B.V. can make partial deliveries and invoice these. Part deliveries cannot be cancelled if it later appears that the full order cannot be delivered.
- d) OmniDrones B.V. has the right to have certain work performed by third parties.
- e) If during the execution of commissioned work it appears that changes are necessary for the proper execution of the order, the parties shall proceed to adjust the agreement in mutual consultation. Changes at the request or indication of the purchaser or of the competent authority shall entitle OmniDrones B.V. to adjust the price and extend the stated global delivery time accordingly. The Customer accepts the possibility of modification of the agreement including modification of price and delivery time.
- f) A change or supplement to the order, whether requested by the client or not, only binds OmniDrones B.V. after OmniDrones B.V. has agreed to it in writing and subject to possible adjustment of the price and delivery time.

Article 4 Force majeure

- a. In addition to what is understood in the law and jurisprudence, force majeure includes all external causes that prevent normal fulfilment of an obligation, which OmniDrones B.V. cannot influence, regardless of whether that circumstance was foreseeable at the conclusion of the agreement. Such causes are for example work strikes, general lack of raw materials, unforeseeable stagnation at suppliers or locations or other third parties on which OmniDrones B.V. depends, government measures, general disturbances in energy supply and general transport problems.
- b. OmniDrones B.V. can also invoke force majeure if the circumstance preventing (further) fulfilment occurs after OmniDrones B.V. should have fulfilled its commitment.
- c. In the event of permanent force majeure, the parties are entitled to declare the agreement dissolved in writing without becoming liable for damages.
- d. During the period of temporary force majeure, the delivery and other obligations of OmniDrones B.V. shall be suspended without judicial intervention and the delivery time shall be extended by the period of temporary force majeure. If the period of force majeure lasts longer than 3 months, both parties may dissolve the agreement, with due observance of Article 4e, without becoming liable to the other party for damages.
- e. If OmniDrones B.V. has already partially fulfilled its obligations when the force majeure occurs, or can only partially fulfil its obligations, OmniDrones B.V. may invoice the part already delivered separately, or deliver and invoice the part to be delivered. The foregoing shall not apply if the part already delivered or

deliverable part has no independent value.

Article 5 Risk, retention of title and lien

- a) The customer shall bear the risk for all damage that may be caused to or by the delivered goods and/or services from the moment of delivery. The party responsible for organising the transport shall bear this risk from the time the transport commences, and shall be obliged to adequately insure said risk.
- b) From delivery until the time of full payment, the buyer is obliged to insure delivered goods at his expense against the usual risks and to keep them insured under normal conditions with a reputable insurance company.
- c) All goods delivered and to be delivered under a specific agreement remain the exclusive property of OmniDrones B.V. until all claims made by OmniDrones B.V. has or will get on the Buyer in full, including interest and costs as referred to in article 3:92 paragraph 2 of the Dutch Civil Code. This means that goods only become property of the Buyer when the Buyer has paid all that it owes OmniDrones B.V., so also amounts of invoices other than those on which the goods present have been invoiced.
- d) OmniDrones B.V. may, in case of failure by the purchaser to timely fulfil his payment obligations, without notice of default or judicial intervention, dissolve the agreement, without becoming liable for damages, and take back the delivered goods, to which end the purchaser grants OmniDrones B.V. free access to the delivered goods.
- e) As long as the ownership of the delivered goods has not been transferred to the Buyer, the latter may not pledge the goods or establish any other security right over these goods. The Buyer may dispose of OmniDrones B.V. goods in the normal course of its business.
- f) Goods present at the buyer and appearing in the regular delivery program of OmniDrones B.V. are deemed to originate from OmniDrones B.V., unless the buyer proves that the goods originate from another party (subject to proof to the contrary).
- g) Until the buyer has paid OmniDrones B.V. all amounts due under an agreement, OmniDrones B.V. may retain goods of the buyer and recover its claim thereon, unless the buyer has provided adequate security for this claim.

Article 6 Payment

- a) Unless otherwise agreed, all deliveries shall be made against cash payment or prepayment. If the parties agree otherwise, a payment term of 14 days from the invoice date shall apply. The applicable payment term is a deadline. Objections to the amount of invoices do not suspend the payment obligation.
- b) All costs related to payment shall be borne by the buyer. Payments shall first be applied to reduce the costs, then the interest falling due and finally the principal sum and current interest. If the principal sum consists of several invoices, payment will be allocated to the oldest due invoice or invoices, regardless of the invoice numbers assigned to the payment by the customer.
- c) If the customer defaults on payment within the agreed payment term, he shall be in default without further notice of default. In the event of default, the customer shall owe interest of 1% on the principal sum per month or part thereof. In case the statutory interest rate pursuant to Article 6:119a or Article 6:119 of the Dutch Civil Code should be higher, this statutory interest shall be due.
- d) If the Buyer is in default of fulfilling his payment obligations, all costs reasonably incurred by OmniDrones B.V. to obtain extrajudicial satisfaction shall be borne by the Buyer. These are the costs over the principal sum according to the Decree for compensation of extrajudicial collection costs of 1 July 2012. These costs amount to a minimum of € 40 and a maximum of € 6,775, depending on the principal sum.
- e) If OmniDrones B.V. sues the Buyer in court for payment or otherwise sues the Buyer in court for compliance with the agreement, then the Buyer shall be obliged to pay all related

with the legal proceedings actually incurred by OmniDrones B.V., such as the costs of legal assistance, attachment and court fees, to pay if OmniDrones B.V. in court in whole or in part.

Article 7 Conformity

- a) OmniDrones B.V. will execute the agreement to the best of its knowledge and ability, in accordance with the requirements of good craftsmanship. Goods to be delivered by OmniDrones B.V. meet the usual standards that can be set for them at the time of delivery and for which they are intended in the event of normal use in The Netherlands. In case of use outside the Netherlands the Buyer must verify whether the goods are suitable for that purpose and comply with the regulations applicable there. The purchaser is obliged to examine immediately after delivery whether OmniDrones B.V. has properly fulfilled the agreement and to notify OmniDrones B.V. in writing within a reasonable period of time, no later than 10 working days after delivery, if there is no proper fulfillment (expiry period). If notification within this period is not reasonably possible, then the deadline shall be 10 working days from the moment the defect was discovered or could have been discovered.
- b) Complaints do not entitle the buyer to suspend payment.
- c) In the event of timely complaints as referred to in Article 7(a), the Customer shall notify OmniDrones B.V. the opportunity to investigate the merits of the complaint. In the event of a justified complaint, the Customer shall grant OmniDrones B.V. a reasonable period of time for repair or replacement of the service rendered or the delivered good.
- d) The parties shall be deemed to have fulfilled the agreement properly if the buyer has failed to carry out the examination or notification referred to in article 7a in time. If the buyer has signed for correct receipt upon delivery, the right to complain about the quantity and visible damage of the received goods lapses. No rights may be derived from apparent misprints or typographical errors in catalogues or price lists.
- e) OmniDrones B.V. guarantees both the soundness of the goods it has delivered in relation to the amount of the price, and the quality of the service, except if:
 - the buyer has not followed instructions or regulations given by OmniDrones B.V. or its supplier;
 - there is other than normal use;
 - if changes are made to the item or items are attached to it;
 - defects result from normal wear and tear or normal use;
 - assembly, repair or modification of the item is carried out by third parties on behalf of the customer;
 - a government regulation determines the nature or quality of applied materials;
 - the Buyer provides materials or goods to OmniDrones B.V. for processing;
 - materials, items and working methods have been applied at the express instruction of the customer;
 - a defect has arisen due to circumstances beyond OmniDrones B.V.'s control, such as weather influences, among others.
- f) If OmniDrones B.V. replaces goods pursuant to article 7c or 7e, the replaced goods become its property. If the buyer has already taken the goods into use, OmniDrones B.V. has the right to charge the buyer a user fee. This compensation relates to the period the goods have been in use by the buyer or a third party and is in the same proportion to the purchase price as the period of use relates to the normal lifetime.
- g) If it is determined that a complaint is unfounded, the costs incurred as a result, including shipping costs, administrative costs and examination costs, shall be borne by the customer.

Article 8 Resale

- a) When reselling, the buyer is not authorised to export goods to countries outside the EU.

- b) When reselling to its buyer, the buyer is obliged to impose an export ban for countries outside the EU and an obligation not to use the purchased goods for unauthorised purposes.
- c) The Customer acting in breach of clauses 8(a) and 8(b) forfeits for the benefit of OmniDrones B.V. damages for each transaction falling under either of the aforementioned prohibitions. The amount of damages is fixed in advance by the parties at €10,000 per transaction.

Article 9 Liability

- a) OmniDrones B.V.'s liability is limited to repair, replacement or undoing of the agreement. OmniDrones B.V. is only liable for direct damage. OmniDrones B.V. shall never be liable for indirect damage, such as consequential damage, loss of profit, missed savings and damage due to business stagnation.
- b) OmniDrones B.V., its subordinates and third parties engaged by it, are not liable for damage to persons, goods or the business of the purchaser and/or third parties resulting from defects in goods and/or services provided by OmniDrones B.V., unless there is intent or deliberate recklessness.
- c) The Buyer indemnifies OmniDrones B.V. for claims by third parties arising from a shortcoming in the goods delivered or services rendered.
- d) The liability of OmniDrones B.V. is further limited to the amount of the payment made by the insurance company, to the extent the liability is covered by the insurance. If in any case the insurance does not cover or does not pay out, the liability of OmniDrones B.V. shall be limited to the invoice value of the relevant item and/or service.
- e) OmniDrones B.V. shall, within a reasonable time, in case of damage caused by a defect in the delivered good, which it has not produced itself or imported into the EU, disclose to the Customer the address of its supplier, producer or importer in the EU. If OmniDrones B.V. is not (or no longer) able to make this disclosure, or it has produced the goods itself or imported them into the EU, it shall not be liable beyond what it is obliged to do on the basis of the Law (art. 6:185-193 Dutch Civil Code) and the provisions of article 8 sub a.
- f) OmniDrones B.V. shall in no event accept liability for damage to and from materials or other assets owned by a hired party. This is deemed to be covered by the regular insurance of the hired party itself.
- g) OmniDrones B.V. is expressly not liable for damage to and from materials of others, which others/third parties may exchange and/or use among themselves for the performance of a service on behalf of OmniDrones B.V..
- h) OmniDrones B.V. accepts no liability for (consequential) damage to items, events taking place at locations, buildings and objects not owned by OmniDrones B.V..

Article 10 Suspension and dissolution

- a) OmniDrones B.V. is entitled to suspend the fulfilment of its obligations or to dissolve the agreement without becoming liable for damages if:
 - the customer does not, does not timely or does not fully comply with obligations under the agreement;
 - after the conclusion of the agreement OmniDrones B.V. has good grounds to fear that the Buyer will not be able to fulfil its obligations, or will not be able to fulfil them on time or in full;
 - the Buyer is obligated at the conclusion of the agreement to provide adequate security for performance and OmniDrones B.V. fails to provide such security or finds it insufficient;
 - such unforeseen circumstances occur that fulfilment of the agreement by the customer is impossible, such as in case of insolvency of the customer, or at least such unforeseen circumstances that unchanged maintenance of the agreement cannot be required of the parties according to standards of reasonableness and fairness.
- b) Upon dissolution of the agreement, all claims against the Buyer become immediately due and payable and OmniDrones B.V. retains its claims for compensation.

Article 11 Intellectual property

- a) OmniDrones B.V. reserves all rights to which it is entitled under the Copyright Act and all other intellectual property laws, treaties or regulations. OmniDrones B.V. has the exclusive right to use the knowledge gained by the execution of the agreement for other purposes as well, provided it does not disseminate any confidential information of the Customer.
- b) Any designs, sketches, drawings, films, software and other materials or (electronic) files created by OmniDrones B.V. in the context of the agreement remain the property of OmniDrones B.V., regardless of whether they have been made available to the Buyer or to third parties, unless otherwise agreed.
- c) All documents possibly provided by OmniDrones B.V., such as designs, sketches, drawings, films, software, (electronic) files, etc., are exclusively intended to be used by the purchaser and may not be reproduced, made public or brought to the notice of third parties by him without the prior consent of OmniDrones B.V.

Article 12 Applicable law and disputes

- a) All agreements concluded with OmniDrones B.V. are governed by Dutch law. The applicability of the CISG or Vienna Sales Convention is expressly excluded.
- b) The Dutch text of the general terms and conditions shall always be decisive for their interpretation.
- c) Disputes arising from agreements with OmniDrones B.V. must be submitted to the District Court of Noord-Nederland Netherlands location Assen, unless legal rules do not allow this.

**SUPPLEMENTARY GENERAL TERMS AND
CONDITIONS TRAINING SERVICES
OMNIDRONES B.V.**

These additional general terms and conditions apply specifically to all training services offered by OmniDrones B.V.. The buyer's general terms and conditions do not apply. Deviations from these general terms and conditions must be agreed in writing.

Article T1 Offer : conclusion of an agreement training

- a. In the case of customer-specific courses, OmniDrones B.V. will make a written offer (quotation) after prior negotiations with the purchaser. The offer contains a description including costs and can be signed and returned as an acceptance form, this makes the conclusion of the agreement legally binding. The written offer may contain and specify any agreed deviations from these general terms and conditions.
- b. In the case of individuals attending open courses, acceptance of the contract is effected by *either*: A) signing a written offer (quotation) and returning it as an acceptance form to OmniDrones B.V. *or* B) a completed online registration form containing all relevant elements together with an online payment. *or* C) an agreement between OmniDrones B.V. and the purchaser is established by written (digital) communication.
- c. The (course) fees must be paid no later than 4 weeks before the start of the course, unless otherwise agreed with OmniDrones B.V. in writing. If the course within 4

weeks after the order is to be delivered, the total fee due when ordering. If it is not paid by return, the order will be cancelled.

- d. After payment has been made or terms and conditions have been agreed, the buyer will receive a confirmation letter (by email) with details of the course and information about the training facility.

Article T2 Termination of the training agreement by the buyer or contractor

- a. The buyer (business and consumer) may terminate the contract by giving written notice to OmniDrones B.V.. In case of such termination, OmniDrones B.V. may charge a cancellation fee. The amount of the fee is structured as follows:

Full calendar days between receipt of cancellation notice and the start of the course	Cancellation fee in percentage of contract price
0 - 4	100%
5 - 14	80%
15 - 30	50%
31 - or more	No

- b. All costs incurred by OmniDrones B.V. in preparation for the agreed service will be charged to the Customer plus any cancellation charges as shown in the table, but are limited to a maximum of the agreed fee.
- c. If, after making a booking, the buyer wishes to change the course or evaluation date(s) or location(s), the buyer must contact OmniDrones B.V. to see if the change is possible. This will also consider the lower limit in number of buyers per class. If the change is possible, the customer pays the administration fee of €25. per person. This does not apply to changes in the date(s) of the Flight Assessments based on expected or actual weather conditions, which may hinder the success of the assessment. The agreed fee remains due and will be payable as agreed, however without deduction as referred to in Article T2 paragraphs a and b. Once the booking and deposit have been received, an appropriate invoice provided. Payments are made in euros and are for the account and risk of the customer. Any payment not made by the due date shall bear interest at the rate of one per cent (1%) per month, as included in Article 6 paragraphs b to e.
- d. OmniDrones B.V. may suspend a classroom course, if the number of participants is too low. The Customer will be informed of this in writing. OmniDrones B.V. aims to communicate this no later than 14 days before the start.
- e. OmniDrones B.V. will not bear any travel and accommodation costs of the participants.
- f. For consumers, there is a cooling-off period of up to 15 calendar days after booking for classroom and practical training.

Article T3 Liability/safety rules and insurance training

- a. OmniDrones B.V. shall not be liable for any damages arising directly or indirectly from or in connection with the performance or non-performance of the training, unless such damages were caused by the gross negligence or wilful misconduct of the officers, employees or agents of OmniDrones B.V. or its directors. The Customer must comply with the relevant safety and accident prevention regulations applicable to training with OmniDrones B.V..

Article T4 Copyright on licensed training materials (Copyright)

- a. Copyrights to material provided by OmniDrones B.V., including but not limited to, course materials, training documentation, procedural knowledge, working documents, software and manuals - the licensed material - remain with OmniDrones B.V.. The Customer and training participants may not copy licensed material, make it available to third parties or use it outside the scope of the agreed services without OmniDrones B.V.'s prior written consent.
- b. It is further understood and agreed that monetary damages are not an adequate remedy for copyright infringement. OmniDrones B.V., in addition to all other remedies available, will apply to the courts including summary judgment as a remedy for such infringement.
- c. Handbooks and handouts provided during the course become the property of the customer, subject to Article T4 a and b.

Article T5 Privacy

- a. OmniDrones B.V. will treat all information about training participants and/or internal business information of the buyer as confidential.

Article T6 Other

- a. OmniDrones B.V. will answer questions of an administrative nature or related to training by return with a maximum response time of 2 weeks from receipt. In this we try to answer the question in full immediately. Should this not succeed within the stipulated time, an indication will be given as to when a full response can be expected.
- b. There is a complaints procedure in place for complaints, which can be found on OmniDrones B.V.'s website.