

## GENERAL TERMS AND CONDITIONS OMNIDRONES B.V.

### Article 1 Definitions / General

- a. In these general terms and conditions, the following definitions apply:
  - *contractor or seller*: OmniDrones B.V., hereinafter also referred to as “*OmniDrones B.V.*”;
  - *client or purchaser*: any party who, in the course of conducting a profession or business, enters into an agreement with OmniDrones B.V. for the delivery of goods or 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 from OmniDrones B.V., as well as to the formation, content, and performance of all agreements concluded between OmniDrones B.V. and the purchaser relating to the delivery of goods or the provision of services.
- c. Algemene (inkoop)voorwaarden van de afnemer zijn niet van toepassing, tenzij dat schriftelijk tussen partijen is overeengekomen. General (purchase) terms and conditions of the purchaser do not apply, unless expressly agreed upon in writing by both parties.
- d. If one or more provisions of these general terms and conditions are found to be null and void or are annulled, the remaining provisions shall remain fully applicable. OmniDrones B.V. and the purchaser will then consult with each other to replace the void or annulled provision, ensuring that the purpose and intent of the original provision are preserved as much as possible.
- e. OmniDrones B.V. has a privacy policy that applies to its services. Both the privacy policy and the general terms and conditions can be found on the website of OmniDrones B.V.

### Article 2 Offer / Acceptance

- a. All offers and quotations from OmniDrones B.V. are non-binding. Offers contain a complete description of the goods to be delivered or the services to be performed. Designs, models, images, drawings, specifications of dimensions and weights, descriptions of tasks and services provided by OmniDrones B.V. are as accurate as possible; minor deviations do not entitle the purchaser to any claims.  
Where applicable, OmniDrones B.V. retains the intellectual property rights to any images, designs, drawings, models, and texts provided with the offer.
- b. Quotations from OmniDrones B.V. apply to delivery ex-warehouse or from the registered location of OmniDrones B.V., unless otherwise agreed in writing. Quotations are exclusive of VAT and any government-imposed levies, unless otherwise agreed in writing. Additional costs for packaging, travel, accommodation, shipping, and administrative expenses are not included in the quotations and will be charged separately by OmniDrones B.V.
- c. Except in the case of cash purchases, an agreement between OmniDrones B.V. and the purchaser is concluded only after OmniDrones B.V. has confirmed the order in writing or has commenced delivery.
- d. Price changes resulting from, for example, importer prices and/or exchange rates may be passed on to the purchaser. If price changes occur within three months after the conclusion of the agreement, the purchaser has the right to terminate the agreement within one week of being informed of the price change. If price changes occur with a delivery period longer than three months, the right to terminate the agreement does not apply.

- e. Price changes resulting from legislation, such as taxes and levies imposed by the government, do not entitle the purchaser to terminate the agreement.
- f. OmniDrones B.V. reserves the right to charge additional work arising from the agreement to the final amount owed by the purchaser, with a maximum of 10% of the quoted final amount.

### **Article 3      Delivery / Delivery Time**

- a) Delivery times and other dates provided by OmniDrones B.V. are indicative and shall never be considered as strict deadlines within the meaning of Article 6:83(a) of the Dutch Civil Code, unless expressly agreed otherwise in writing. If the anticipated delivery time is exceeded, the purchaser may issue a written notice of default to OmniDrones B.V. by registered letter, allowing a reasonable period for OmniDrones B.V. to still fulfill its obligations—without being liable for damages. A reasonable period is defined as two months after the stated delivery time has lapsed.
- b) As soon as goods are ready for collection or delivery at OmniDrones B.V., or the activities resulting from the services have been completed, the goods are considered delivered or the services rendered.
- c) The purchaser is obliged to accept a delivery earlier than the date provided by OmniDrones B.V. OmniDrones B.V. may make partial deliveries and invoice them accordingly. Partial deliveries cannot be cancelled if it later turns out that the full order cannot be delivered.
- d) OmniDrones B.V. reserves the right to have certain tasks carried out by third parties.
- e) If, during the execution of the assigned work, it becomes apparent that a modification is necessary for the proper fulfillment of the assignment, the parties shall jointly agree to amend the agreement. Changes requested or instructed by the purchaser or a competent authority entitle OmniDrones B.V. to adjust the price and to extend the indicated overall delivery time accordingly. The purchaser accepts the possibility of changes to the agreement, including adjustments to price and delivery time.
- f) Any change or addition to the assignment, whether requested by the client or not, shall only be binding on OmniDrones B.V. after OmniDrones B.V. has agreed to it in writing, taking into account any possible adjustments to the price and the delivery time.

### **Article 4      Force Majeure**

- a. Force majeure is understood to mean, in addition to what is defined by law and jurisprudence, all external causes that hinder the normal fulfillment of an obligation and over which OmniDrones B.V. has no control, regardless of whether such circumstances were foreseeable at the time the agreement was concluded. Such causes include, for example, strikes, general shortages of raw materials, unforeseen delays at suppliers or locations or other third parties on whom OmniDrones B.V. depends, government measures, general power outages, and general transportation problems.
- b. OmniDrones B.V. may also invoke force majeure if the circumstance preventing (further) performance arises after OmniDrones B.V. should have fulfilled its obligation.
- c. In the event of permanent force majeure, both parties are entitled to declare the agreement dissolved in writing without being liable for any damages.
- d. During the period of temporary force majeure, OmniDrones B.V.'s delivery and other obligations shall be suspended without judicial intervention, and the delivery time shall be extended by the duration of the temporary force majeure. If the force majeure situation lasts longer than 3 months, both parties may dissolve the agreement, in accordance with Article 4e, without being liable for any damages to the other party.
- e. If, at the onset of the force majeure, OmniDrones B.V. has already partially fulfilled its obligations, or can only partially fulfill its obligations, OmniDrones B.V. may invoice the delivered part separately, or deliver and invoice the part still to be delivered. The foregoing does not apply if the delivered or deliverable part has no independent value.

## **Article 5 Risk, Retention of Title, and Right of Retention**

- a) The purchaser bears the risk for any damage to or caused by the delivered goods and/or services from the moment of delivery. The party responsible for organizing the transport bears this risk from the moment the transport begins and is obligated to adequately insure this risk.
- b) The purchaser is obliged to insure the delivered goods, at their own expense, against the usual risks from the moment of delivery until full payment has been made, and to keep them insured under standard conditions with a reputable insurance company.
- c) All goods delivered or yet to be delivered under a specific agreement remain the exclusive property of OmniDrones B.V. until all claims that OmniDrones B.V. has or will have against the purchaser have been paid in full, including interest and costs as referred to in Article 3:92 paragraph 2 of the Dutch Civil Code. This means that ownership of the goods only transfers to the purchaser once all amounts owed to OmniDrones B.V. have been paid, including amounts from other invoices than those related to the goods in question.
- d) If the purchaser fails to make timely payment, OmniDrones B.V. may, without notice of default or judicial intervention, terminate the agreement without being liable for damages, and reclaim the goods it has delivered. To this end, the purchaser shall grant OmniDrones B.V. free access to the delivered goods.
- e) As long as ownership of the delivered goods has not transferred to the purchaser, the purchaser may not pledge the goods or establish any other security rights on them. The purchaser is allowed to dispose of goods from OmniDrones B.V. in the normal course of business.
- f) Goods present at the purchaser's premises and included in OmniDrones B.V.'s standard delivery program are presumed to originate from OmniDrones B.V., unless the purchaser can prove that the goods originate from another source (subject to evidence to the contrary).
- g) Until the purchaser has paid all amounts owed to OmniDrones B.V. under the agreement, OmniDrones B.V. may retain possession of the purchaser's goods and recover its claim from them, unless the purchaser has provided sufficient security for the outstanding amount.

## **Article 6 Payment**

- a) Unless otherwise agreed, all deliveries are made against cash payment or prepayment. If the parties agree otherwise, a payment term of 14 days from the invoice date applies. This payment term is a strict deadline. Objections to the amount of the invoice do not suspend the payment obligation.
- b) All costs related to payment are borne by the purchaser. Payments are applied first to any costs, then to accrued interest, and finally to the principal amount and current interest. If the principal consists of multiple invoices, the payment will be allocated to the oldest outstanding invoice(s), regardless of the invoice numbers specified by the purchaser in the payment reference.
- c) If the purchaser fails to make payment within the agreed payment term, they shall be in default without any further notice of default being required. In the event of default, the purchaser owes interest of 1% per month or part thereof on the principal amount. If the statutory interest pursuant to Article 6:119a or Article 6:119 of the Dutch Civil Code is higher, then the statutory interest shall apply.
- d) If the purchaser is in default in fulfilling their payment obligations, all reasonably incurred costs by OmniDrones B.V. to obtain payment shall be borne by the purchaser. These costs pertain to the principal amount in accordance with the Dutch Decree on Compensation for Extrajudicial Collection Costs of July 1, 2012. The costs range from a minimum of €40 to a maximum of €6,775, depending on the principal amount.
- e) If OmniDrones B.V. takes legal action against the purchaser for payment or otherwise seeks enforcement of the agreement, the purchaser is obliged to pay all actual costs incurred by OmniDrones B.V. in connection with the legal proceedings—such as legal fees, costs of seizure, and court fees—provided that OmniDrones B.V. is wholly or partially successful in the proceedings.

## **Article 7            Conformity**

- a) OmniDrones B.V. will execute the agreement to the best of its knowledge and ability, in accordance with the standards of good workmanship. The goods delivered by OmniDrones B.V. comply with the usual standards that can be expected at the time of delivery and are intended for normal use within the Netherlands. If the goods are used outside the Netherlands, the purchaser must verify whether they are suitable for such use and comply with the applicable regulations in that location. The purchaser is obliged to inspect immediately upon delivery whether OmniDrones B.V. has properly fulfilled the agreement, and to notify OmniDrones B.V. in writing within a reasonable period, no later than 10 working days after delivery, if the agreement has not been properly fulfilled (expiry period). If notification within this period is not reasonably possible, the final deadline shall be 10 working days from the moment the defect was discovered or could have been discovered.
- b) Complaints do not entitle the purchaser to suspend payment.
- c) In the case of timely submitted complaints as referred to in Article 7(a), the purchaser shall allow OmniDrones B.V. the opportunity to investigate the validity of the complaint. If the complaint is justified, the purchaser shall grant OmniDrones B.V. a reasonable period to repair or replace the performed service or delivered goods.
- d) Fulfillment of the agreement shall be deemed proper between the parties if the purchaser has failed to carry out the inspection or provide the notification as referred to in Article 7a in a timely manner. If the purchaser has signed for proper receipt upon delivery, the right to lodge a complaint regarding the quantity and visible damage of the received goods lapses. No rights can be derived from obvious typographical, printing, or clerical errors in catalogs or price lists.
- e) OmniDrones B.V. guarantees both the soundness of the goods it delivers in relation to the price charged, and the quality of its services, except in the following cases:
  - the purchaser has not followed instructions or guidelines provided by OmniDrones B.V. or its supplier;
  - there is use other than normal use;
  - modifications are made to the product or other items are attached to it;
  - defects result from normal wear and tear or regular use;
  - assembly, repair, or modification of the product is carried out by third parties on behalf of the purchaser;
  - a government regulation determines the nature or quality of the materials used;
  - the purchaser provides materials or items to OmniDrones B.V. for processing;
  - materials, items, and methods are applied based on the express instructions of the purchaser;
  - a defect arises from circumstances beyond OmniDrones B.V.'s control, such as weather conditions..
- f) If OmniDrones B.V. replaces goods pursuant to Article 7c or 7e, the replaced goods become its property. If the purchaser has already put the goods into use, OmniDrones B.V. is entitled to charge the purchaser a usage fee. This fee corresponds to the period during which the goods were used by the purchaser or a third party and is proportionate to the purchase price, based on the ratio of the usage period to the normal lifespan of the goods.
- g) If it is determined that a complaint is unfounded, the costs incurred as a result— including shipping costs, administrative fees, and investigation expenses—shall be borne by the purchaser.

## **Article 8            Resale**

- a) The purchaser is not authorized to export goods to countries outside the EU in the event of resale.
- b) The purchaser is obliged, in the event of resale, to impose an export restriction on their buyer for countries outside the EU and to require that the purchased goods are not used for unauthorized purposes.
- c) The purchaser who acts in violation of Article 8 a) and 8 b) shall forfeit, in favor of OmniDrones B.V., a compensation for damages for each transaction that falls under either of

the aforementioned prohibitions. The amount of the damages is pre-determined by the parties at €10,000 per transaction.

## **Article 9 Liability**

- a) The liability of OmniDrones B.V. is limited to repair, replacement, or rescission of the agreement. OmniDrones B.V. is only liable for direct damages. OmniDrones B.V. shall never be liable for indirect damages, such as consequential damage, loss of profit, missed savings, or damage resulting from business interruption.
- b) OmniDrones B.V., its employees, and any third parties engaged by it shall not be liable for damage to persons, property, or the business of the purchaser and/or third parties resulting from defects in goods and/or services delivered by OmniDrones B.V., unless such damage is the result of intent or deliberate recklessness.
- c) The purchaser shall indemnify OmniDrones B.V. against any claims from third parties arising from a defect in the delivered goods or the services provided.
- d) The liability of OmniDrones B.V. is furthermore limited to the amount paid out by the insurer, insofar as the liability is covered by the insurance. If the insurance does not provide coverage or no payment is made in a particular case, the liability of OmniDrones B.V. is limited to the invoice value of the relevant good and/or service.
- e) OmniDrones B.V. shall, within a reasonable period, in the event of damage caused by a defect in a delivered product that it has not manufactured itself or imported into the EU, provide the purchaser with the address of its supplier, manufacturer, or importer within the EU. If OmniDrones B.V. is no longer able to provide this information, or if it has manufactured or imported the product into the EU itself, it shall not be liable beyond the extent required by law (Articles 6:185–193 of the Dutch Civil Code) and the provisions set out in Article 8(a).
- f) OmniDrones B.V. accepts no liability whatsoever for damage to or caused by materials or other assets owned by a contracted third party. Such damage is deemed to fall under the regular insurance coverage of the contracted party itself.
- g) OmniDrones B.V. is expressly not liable for damage to or caused by materials belonging to others, which may be exchanged and/or used among those third parties for the execution of a service on behalf of OmniDrones B.V.
- h) OmniDrones B.V. accepts no liability for (consequential) damage to property or for incidents occurring at locations, buildings, and objects that are not owned by OmniDrones B.V.

## **Article 10 Suspension and Termination**

- a) OmniDrones B.V. is entitled to suspend the fulfillment of its obligations or to terminate the agreement without being liable for damages if:
  - the purchaser fails to meet their obligations under the agreement, fails to do so on time, or fails to fulfill them in full;
  - after entering into the agreement, OmniDrones B.V. has valid reasons to fear that the purchaser will not, not timely, or not fully fulfill their obligations;
  - the purchaser is required to provide sufficient security for the fulfillment of their obligations at the time of concluding the agreement, and such security is not provided or is deemed insufficient by OmniDrones B.V.;
  - unforeseen circumstances arise making performance of the agreement by the purchaser impossible—such as the purchaser’s insolvency—or such unforeseen circumstances occur that maintaining the agreement unchanged cannot reasonably be expected from the parties.
- b) Upon termination of the agreement, all claims against the purchaser become immediately payable, and OmniDrones B.V. retains its right to claim damages.

## **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 through the execution of the agreement for other purposes, provided that it does not disclose any confidential information of the purchaser.

- b) Any designs, sketches, drawings, films, software, and other materials or (electronic) files that may be created by OmniDrones B.V. in the context of the agreement shall remain the property of OmniDrones B.V., regardless of whether they have been provided to the purchaser or to third parties, unless otherwise agreed.\
- c) All documents that may be provided by OmniDrones B.V., such as designs, sketches, drawings, films, software, (electronic) files, etc., are intended solely for use by the purchaser and may not be reproduced, disclosed, or made available to third parties without the prior consent of OmniDrones B.V.

## **Article 12      Applicable Law and Disputes**

- a) All agreements entered into with OmniDrones B.V. are governed by Dutch law. The applicability of the CISG or Vienna Sales Convention is expressly excluded.
- b) The Dutch version 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, location Assen, unless statutory provisions do not permit this.

### **ADDITIONAL GENERAL TERMS AND CONDITIONS TRAINING SERVICES OMNIDRONES B.V.**

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

## **Article T1      Offer: Conclusion of a Training Agreement**

- a. In the case of customer-specific courses, OmniDrones B.V. will make a written offer (quotation) following prior negotiations with the purchaser. The offer includes a description and associated costs and may be signed and returned as an acceptance form, thereby making the conclusion of the agreement legally binding. The written offer may include 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 to OmniDrones B.V. as an acceptance form, or B) completing an online registration form that includes all relevant elements along with an online payment, or C) establishing an agreement between OmniDrones B.V. and the purchaser through written (digital) communication.
- c. The (course) fees must be paid no later than 4 weeks prior to the start of the course, unless otherwise agreed in writing with OmniDrones B.V. If the course is to be delivered within 4 weeks of the order, the full payment is due at the time of ordering. If payment is not made immediately, the order will be cancelled.
- d. Once payment has been made or the terms have been agreed upon, the purchaser will receive a confirmation letter (via email) containing details about the course and information regarding the training facility.

## **Article T2 Termination of the Training Agreement by the Client or Contractor**

- a. The purchaser (business or consumer) may terminate the contract by providing written notice to OmniDrones B.V. In the event of such termination, OmniDrones B.V. may charge cancellation fees. The amount of these fees is structured as follows::

Full calendar days between receipt of the cancellation notice and the start of the course:	Cancellation fees as a percentage of the contract price:
0 - 4	100%
5 - 14	80%
15 - 30	50%
31 – or more	none

- b. All costs incurred by OmniDrones B.V. in preparation for the agreed service will be charged to the purchaser, in addition to any cancellation fees as outlined in the table, but are limited to a maximum of the agreed fee.
- c. If the purchaser wishes to change the course or assessment date(s) or location(s) after making a booking, they must contact OmniDrones B.V. to check whether the change is possible. This will also take into account the minimum number of participants per class. If the change is possible, the purchaser will be charged an administrative fee of €25 per person. This does not apply to changes in the date(s) of the Flight Assessments due to expected or actual weather conditions that could hinder the success of the assessment. The agreed fee remains payable and must be paid as agreed, without any deduction as referred to in Article T2 paragraphs a and b. Once the booking and deposit are received, an appropriate invoice will be issued. Payments are to be made in euros and are at the expense and risk of the purchaser. Any payment not made by the due date shall incur interest of one percent (1%) per month, as stated in Article 6 paragraphs b through e.
- d. OmniDrones B.V. may postpone a classroom course if the number of participants is too low. The purchaser will be informed of this in writing. OmniDrones B.V. aims to communicate this no later than 14 days prior to the start of the course.
- e. OmniDrones B.V. does not cover the travel and accommodation expenses of the participants.
- f. Consumers have a reflection period of up to 15 calendar days after booking for classroom and practical training.

## **Article T3 Liability / Safety Regulations and Training Insurance**

- a. OmniDrones B.V. is not liable for any form of damage, whether direct or indirect, arising from or related to the performance or non-performance of the training, unless such damage is caused by gross negligence or intent on the part of OmniDrones B.V.'s officers, employees, agents, or directors. The purchaser must comply with the relevant safety and accident prevention regulations applicable to training with OmniDrones B.V.

## **Article T4 Copyright on Licensed Training Material**

- a. Copyrights on materials provided by OmniDrones B.V., including but not limited to course materials, training documentation, procedural knowledge, work documents, software, and manuals—the licensed materials—remain with OmniDrones B.V. Purchasers and participants in training courses are not permitted to copy, share with third parties, or use the licensed material beyond the scope of the agreed services without prior written consent from OmniDrones B.V.

- b. Furthermore, it is understood and agreed that monetary compensation is not an adequate remedy for a copyright infringement. OmniDrones B.V., in addition to all other available legal remedies, will seek relief from the court, including preliminary injunctions, as a remedy for such a violation.
- c. Manuals and handouts provided during the course become the property of the purchaser, subject to the provisions of Article T4 a and b.

**Article T5      Privacy**

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

**Article T6      Miscellaneous**

- a. OmniDrones B.V. will respond to administrative or training-related inquiries as soon as possible, with a maximum response time of 2 weeks after receipt. We aim to answer the question fully within that time. If a complete response is not possible within the given timeframe, an indication will be provided of when a full response can be expected.
- b. A complaints procedure is in place for handling grievances, which can be found on the website of OmniDrones B.V.