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GENERAL TERMS OMNIDRONES B.V

Article 1 Definitions / algemeen

- a. For the purposes of these General Terms and Conditions, the following definitions shall apply:
Contractor or Seller: OmniDrones B.V., hereinafter also referred to as “OmniDrones B.V.”;
Client or Customer: any person who, acting in a private capacity or in the course of a profession or business, enters into an agreement with OmniDrones B.V. for the supply of goods or the provision 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 formation, content and fulfilment of all agreements concluded between OmniDrones B.V. and the customer with regard to the delivery of goods or the performance of services.
- c. General (purchase) terms and conditions of the customer do not apply, unless this has been agreed in writing between the parties.
- d. If one or more provisions of these general terms and conditions are null and void or are annulled, other provisions will remain fully applicable. OmniDrones B.V. and the customer will then consult on the replacement of the null and void or voided provision, taking into account the purpose and purport of the original provision 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 without obligation. Offers contain a complete description of the goods to be delivered or the services to be performed. Designs, models, images, drawings, statements of weights and measures, 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 customer. Insofar as applicable, OmniDrones B.V. reserves the intellectual property to the images, designs, drawings, models and texts provided with the offer.
- b. Quotations from OmniDrones B.V. apply to delivery ex warehouse or place of business of OmniDrones B.V., unless otherwise agreed in writing. Price quotations are exclusive of VAT and exclusive of levies that may be imposed by the government, unless otherwise agreed in writing. Additional costs of packaging, travel, accommodation, shipping and administration costs are not part of quotations and will be charged separately by OmniDrones B.V.
- c. Except in the case of a cash purchase, an agreement between OmniDrones B.V. and the customer is concluded after OmniDrones B.V. has confirmed the order in writing or after OmniDrones B.V. has commenced delivery.
- d. Price changes as a result of, for example, importer prices and/or currency exchange rates can be passed on in the price. If price changes occur within three months of the conclusion of the agreement, the customer has the right to dissolve the agreement within one week of receipt of the knowledge of the price change. If price changes occur with a delivery time 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 entitle you to dissolve the agreement.
- f. OmniDrones B.V. reserves the right to set off additional work, resulting from the agreement, against the final amount owed by the customer, with a maximum of 10% of the quoted final amount.

Article 3 Delivery / delivery time

- a) Delivery times and other dates specified by OmniDrones B.V. are indicative and can never be regarded as strict deadlines within the meaning of Article 6:83 sub a of the Dutch Civil Code, unless expressly agreed otherwise in writing. If the expected delivery time is exceeded, the customer can give OmniDrones B.V. notice of default in writing, by registered letter, with due observance of a reasonable period for OmniDrones B.V. to still fulfil its obligation – without becoming liable for damages. A reasonable period is a period of two months after the expiry of the specified delivery time.
- b) As soon as goods are ready for collection or delivery at OmniDrones B.V. or the work resulting from the services has been completed, goods are considered to have been delivered or services have been provided.
- c) The customer is obliged to accept a delivery at an earlier time than specified by OmniDrones B.V. OmniDrones B.V. can carry out partial deliveries and invoice them. Partial deliveries cannot be dissolved if it subsequently turns out that the entire order cannot be delivered.
- d) OmniDrones B.V. has the right to have certain activities carried out by third parties.
- e) If, during the execution of the commissioned work, it appears that a change is necessary for the proper execution of the assignment, the parties will proceed to amend the agreement in mutual consultation. Changes at the request or instruction of the customer or of the competent authority entitles OmniDrones B.V. to price adjustment and accordingly extends the specified global delivery time. The customer accepts the possibility of amending the agreement, including changes to the price and delivery time.
- f) A change or addition to the assignment, whether or not requested by the client, will only bind OmniDrones B.V. after OmniDrones B.V. has agreed to this in writing and with due observance of possible adjustments to the price and delivery time.

Special provisions for tailor-made programmes (manuals and similar documentation)

- g) The following special conditions apply to activities that consist of drafting, adapting or supervising customised documentation for the purpose of granting a licence or assessment by regulators (including, but not limited to, ILT).
- h) The client acknowledges that this is a completely tailor-made process, which depends on the data provided by the client and on external assessment criteria of the competent authorities.
- i) The assessment by ILT or other regulators falls outside the scope of influence of the contractor. The Contractor can therefore not give any guarantees about the substantive acceptance, necessary adjustments or the end result.
- j) As a result, the number of iterations and correction rounds required cannot be determined in advance, nor can the total lead time to completion or acceptance.
- k) The Contractor performs the work to the best of its knowledge and ability, but any liability for the lack of acceptance by ILT or for delays arising from external assessments or additional requirements of the regulator is excluded.

Article 4 Overpower

- a. Force majeure is understood to mean, in addition to what is understood in this regard in the law and case law, all external causes that prevent the normal fulfilment of an obligation, over which OmniDrones B.V. cannot exert any influence, regardless of whether that circumstance could have been foreseen at the time the agreement was concluded. Such causes are, for example, 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 disruptions in the energy supply and general transport problems.
- b. OmniDrones B.V. can also invoke force majeure if the circumstance that prevents (further) performance occurs after OmniDrones B.V. should have fulfilled its obligation.
- 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. are suspended without judicial intervention and the delivery time is extended by the period of temporary force majeure. If the period of force majeure lasts longer than 3 months, both parties can 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 at the onset of force majeure, or can only partially meet its obligations, OmniDrones B.V. can invoice the already delivered part separately, or deliver and invoice the part to be delivered. The above does not apply if the part already delivered or deliverable has no independent value.

Article 5 Risk, retention of title and right of retention

- a) The customer bears the risk for all damage that may occur to or as a result of the delivered goods and/or services from the moment of delivery. The person responsible for organising the transport bears this risk from the moment the transport starts, and has the obligation to adequately insure the said risk.
- b) The customer is obliged to insure the goods delivered at his expense against the usual risks from delivery until the time of full payment and to keep them insured on normal terms and conditions with an insurance company known by name and reputation.
- c) All goods delivered and goods to be delivered in the context of a specific agreement remain the exclusive property of OmniDrones B.V. until all claims that OmniDrones B.V. has or will have against the customer 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 goods only become the property of the customer if it owes OmniDrones B.V. all that it owes to OmniDrones B.V. including amounts of invoices other than those on which the present items were invoiced.
- d) In the event of failure to comply with payment by the customer on time, OmniDrones B.V. can, without notice of default or judicial intervention, dissolve the agreement without becoming liable for damages, and take back the goods delivered by it, for which the customer 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 customer, the customer may not pledge the goods or establish any other security right on these goods. The customer may dispose of goods of OmniDrones B.V. in the normal course of its business.
- f) Goods present at the customer and included in the fixed delivery program of OmniDrones B.V. are deemed to originate from OmniDrones B.V., unless the customer proves that the goods originate from someone else (subject to evidence to the contrary).
- l) Until the customer has paid OmniDrones B.V. all amounts due in the context of an agreement, OmniDrones B.V. can keep the customer's goods and recover its claim from them, unless the customer has provided sufficient security for this claim.

Article 6 Payment

- a) Unless otherwise agreed, all deliveries are made in cash or in advance. If the parties agree otherwise, a payment term of 14 days after the invoice date applies. The applicable payment term is a strict deadline. Objections to the amount of invoices do not suspend the payment obligation.
- b) All costs related to payment are borne by the customer. Payments are first of all used to deduct the costs, then to deduct the interest that has fallen and finally to the principal and accrued interest. If the principal sum consists of several invoices, payment is attributed to the oldest due invoice or invoices, regardless of the indication of invoice numbers that the customer assigns to the payment.
- c) If the customer fails to pay within the agreed payment term, he is in default without further notice of default. In the event of default, the customer owes interest of 1% on the principal amount per month or part thereof. In the event that the statutory interest pursuant to Article 6:119a of the Dutch Civil Code or Article 6:119 of the Dutch Civil Code is higher, this statutory interest is due.
- d) If the customer is in default of fulfilling its payment obligations, all costs reasonably incurred by OmniDrones B.V. to obtain payment out of court will be borne by the customer. This

concerns the costs on the principal sum in accordance with the Decree for the reimbursement of extrajudicial collection costs of 1 July 2012. These costs are a minimum of € 40 and a maximum of € 6,775,-, depending on the principal amount.

- e) If OmniDrones B.V. sues the customer for payment or otherwise sues for compliance with the agreement, the customer is obliged to take all necessary steps in connection with the

costs actually incurred by OmniDrones B.V. in the legal proceedings, such as the costs of legal assistance, attachment and court fees, if OmniDrones B.V. is fully or partially successful in court.

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 at the time of delivery and for which they are intended for normal use in the Netherlands. In the case of use outside the Netherlands, the customer must verify whether the item is suitable for this purpose and complies with the regulations applicable there. The customer is obliged to investigate immediately after delivery whether OmniDrones B.V. has properly fulfilled the agreement and to notify OmniDrones B.V. in writing within a reasonable time, at the latest within 10 working days after delivery, if there is no proper performance (expiry period). If notification within this period is not reasonably possible, the deadline is 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 give OmniDrones B.V. the opportunity to investigate the merits of the complaint. In the event of a justified complaint, the customer will grant OmniDrones B.V. a reasonable period of time for repair or replacement of the service provided or the goods delivered.
- d) The parties are deemed to have fulfilled the agreement if the customer has failed to carry out the investigation or notification as referred to in Article 7a in a timely manner. If the customer has signed for correct receipt upon delivery, the right to complain about the amount and visible damage of the goods received will lapse. No rights can be derived from obvious typesetting, printing or writing errors in catalogues or price lists.
- e) OmniDrones B.V. guarantees both the soundness of the goods delivered by it in relation to the level of the price, and the quality of the service, except if:
- the customer gives instructions given by OmniDrones B.V. or its supplier, or regulations;
 - there is a different use than normal;
 - if changes are made to the case or items are attached to it;
 - defects are the result of 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 the materials used;
 - the customer provides materials or items to OmniDrones B.V. for processing;
 - materials, items and methods are on the express instruction of the customer applied;
 - a defect has arisen due to circumstances beyond the control of OmniDrones B.V. such as weather influences.
- f) If OmniDrones B.V. replaces items pursuant to article 7c or 7e, the replaced items will become its property. If the customer has already started using the goods, OmniDrones B.V. is entitled to charge the customer a usage fee. This compensation relates to the period that the item has 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 to the normal lifespan.
- g) If it is determined that a complaint is unfounded, the costs incurred as a result, including shipping costs, administrative costs and investigation costs, will be borne by the customer.

Article 8 Resale

- a) In the case of resale, the buyer is not authorised to export goods to countries outside the EU.

- b) The buyer is obliged to impose an export ban on resale to his buyer for countries outside the EU and to oblige him not to use the purchased goods for unauthorized purposes.
- c) The customer who acts in violation of articles 8 a) and 8 b) forfeits compensation for each transaction that falls under one of the aforementioned prohibitions on behalf of OmniDrones B.V. The extent of the damage is fixed in advance by the parties at € 10,000 per transaction.

Article 9 Liability

- a) The liability of OmniDrones B.V. is limited to repair, replacement or undoing of the agreement. OmniDrones B.V. is only liable for direct damage. OmniDrones B.V. is never liable for indirect damage, such as consequential damage, loss of profit, missed savings and damage as a result of business interruption.
- b) OmniDrones B.V., its subordinates and third parties engaged by OmniDrones B.V. are not liable for damage to persons, goods or to the company of the customer and/or third parties resulting from defects in goods and/or services delivered by OmniDrones B.V., unless there is intent or deliberate recklessness.
- c) The customer indemnifies OmniDrones B.V. against claims from third parties arising from a shortcoming in the delivered goods or services provided.
- d) The liability of OmniDrones B.V. is also limited to the amount of the payment made by the insurance, insofar as the liability is covered by the insurance. If the insurance does not provide coverage in any case or does not pay out, the liability of OmniDrones B.V. is limited to the invoice value of the item and/or service in question.
- e) OmniDrones B.V. will, within a reasonable period of time, in the event of damage caused by a defect in the delivered item, which it has not produced itself or imported into the EU, disclose the address of its supplier, producer or importer in the EU to the customer. If OmniDrones B.V. is not (or no longer) able to make this statement, or if it has produced the item itself or imported it into the EU, it is not liable further than it is obliged to do on the basis of the Act (Article 6:185-193 of the Dutch Civil Code) and the provisions of Article 8 sub a.
- f) OmniDrones B.V. does not accept liability for damage to and of materials or other assets that are the property of a hired party. This is considered to be covered by the regular insurance of the hired party itself.
- g) OmniDrones B.V. is explicitly not liable for damage to and from materials of others, which others/third parties may exchange and/or use for the performance of a service on behalf of OmniDrones B.V..
- h) OmniDrones B.V. accepts no liability for (consequential) damage to goods, events that take place at locations, buildings and objects that are not the property of OmniDrones B.V..

Article 10 Suspension and termination

- 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 comply with obligations under the agreement, or does not do so in time or in full;
 - after concluding the agreement, OmniDrones B.V. has good reason to fear that the customer will not, will not be able to meet its obligations in a timely manner or in full;
 - the customer is obliged to provide sufficient security for compliance when concluding the agreement and this security is not provided or is insufficient in the opinion of OmniDrones B.V.;
 - such unforeseen circumstances arise that compliance with the agreement by the customer is impossible, such as in the event of the insolvency of the customer, at least such unforeseen circumstances that the parties cannot be expected to maintain the agreement unchanged according to standards of reasonableness and fairness.
- b) Upon dissolution of the agreement, all claims against the customer become immediately due and payable and OmniDrones B.V. retains its claims for damages.

Article 11 Intellectual

- a) OmniDrones B.V. reserves all rights to it 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 it through the execution of the agreement for other purposes, provided that it does not disseminate confidential information of the customer.

- b) The designs, sketches, drawings, films, software and other materials or (electronic) files that may be created by OmniDrones B.V. within the framework of the agreement, remain the property of OmniDrones B.V., regardless of whether they have been provided to the customer or to third parties, unless otherwise agreed.
- c) All documents provided by OmniDrones B.V., such as designs, sketches, drawings, films, software, (electronic) files, etc., are exclusively intended to be used by the customer and may not be reproduced, made public or brought to the attention of third parties by the customer without the prior permission 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 the Vienna Sales Convention is expressly excluded.
- b) The Dutch text of the general terms and conditions is always decisive for their interpretation.
- c) Disputes arising from agreements with OmniDrones B.V. must be submitted to the District Court of the Northern Netherlands Netherlands, location Assen, unless legal rules do not allow this.

ADDITIONAL TERMS AND CONDITIONS TRAININGSSERVICES OMNIDRONES B.V

These additional terms and conditions apply specifically to all training services offered by OmniDrones B.V. The general terms and conditions of the customer do not apply. Deviations from these general terms and conditions must be agreed 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 (offer) after prior negotiations with the customer. The offer contains a description including costs and can be signed and returned as an acceptance form, making the conclusion of the agreement legally binding. The written offer may include and specify any agreed deviations from these 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 is concluded between OmniDrones B.V. and the customer by means of written (digital) communication.
- c. The (course) costs must be paid no later than 4 weeks before 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 total fee is due upon ordering. If this is not paid immediately, the order will expire.
- d. After payment has been made or the terms have been agreed, the customer will receive a confirmation letter (by email) with details about the course and information about the training facility.
- e. For customer-specific courses, customised training programmes and/or group training sessions, 25% of the agreed contract price shall be regarded as a non-refundable reservation and preparation fee. This fee shall become due upon the conclusion of the agreement and shall not be refunded in the event of cancellation by the Customer. If, pursuant to Article T2(a), a higher percentage of cancellation fees is payable, the higher percentage specified therein shall apply. In such case, the 25% referred to in this paragraph shall not be charged in addition to

the cancellation fees but shall form part thereof. This provision shall apply insofar as mandatory statutory provisions, including provisions protecting consumers, do not preclude its application.

- f. Printed materials must be cancelled within 24 hours.
- g. RDW fees and issuance of the drone pilot certificate. The official Dutch drone pilot certificate is issued by the Dutch Vehicle Authority (Dienst Wegverkeer – RDW) following successful completion of the examination required for this purpose. The RDW charges a fee of €10.00 per application for processing an application for a drone pilot certificate.
For Customers who reside in the Netherlands, are registered in the Dutch Personal Records Database (Basisregistratie Personen – BRP), and have the required means of digital identification, these costs are charged directly to the Customer by the RDW. The Customer shall pay these costs directly when digitally applying for and obtaining the drone pilot certificate from the RDW.
For Customers residing outside the Netherlands for whom OmniDrones B.V. submits the application for the drone pilot certificate in accordance with the RDW procedure, the application fee charged by the RDW shall be invoiced to the Customer by OmniDrones B.V. OmniDrones B.V. shall subsequently pay these costs to the RDW on behalf of the Customer. Once the application has been processed, the drone pilot certificate shall be provided digitally in accordance with the RDW procedure.
The costs for applying for the drone pilot certificate constitute a government fee determined by the RDW and shall only form part of the course price if this is expressly stated in the offer, quotation or agreement. If the RDW changes its fees, the RDW fee applicable at the time of application shall apply.

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

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

Full calendar days between receipt of the cancellation notification and the start of the course	Cancellation fee as a percentage of the 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 of the agreed service will be charged to the customer plus any cancellation costs as shown in the table, but are limited to a maximum of the agreed fee.
- c. If the customer wants to change the course or evaluation date(s) or location(s) after making a booking, the customer must contact OmniDrones B.V. to see if the change is possible. The lower limit in number of customers per class is also considered. 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 the expected or actual weather conditions, which may hinder the success of the assessment. The agreed fee remains due and will have to be paid as agreed, but without deduction as referred to in Article T2 paragraph a and b. Once the booking and deposit have been received, an appropriate invoice will be provided. Payments are made in euros and are at the expense and risk of the customer. Any payment that is not made on the due date will incur interest at the rate of one percent (1%) per month, as included in Article 6 paragraph b to e.
- d. OmniDrones B.V. can suspend a classroom course if the number of participants is too low. The customer will be informed of this in writing. OmniDrones B.V. strives to communicate this no later than 14 days before the start.

- e. OmniDrones B.V. does not bear any travel and accommodation costs of the participants.
- f. Right of Withdrawal for Consumers. A consumer who enters into an agreement with OmniDrones B.V. at a distance or outside the business premises has the statutory right to withdraw from the agreement without giving any reason within 14 calendar days after entering into the agreement, insofar as the law does not provide for an exception to this right of withdrawal.

If the consumer expressly requests that the performance of a training course or other service commence before the withdrawal period has expired, OmniDrones B.V. may commence performance during this period. If the consumer subsequently exercises the right of withdrawal before the service has been fully performed, the consumer shall owe a proportionate amount for the part of the service already performed up to the time of withdrawal, insofar as the applicable statutory requirements have been met.

The right of withdrawal shall expire once the agreed service has been fully performed within the withdrawal period, provided that performance commenced with the consumer's express prior consent and the consumer has acknowledged in advance that they will lose their right of withdrawal once the service has been fully performed.

For online courses and other digital course content that is not supplied on a tangible medium and to which immediate access is provided, the right of withdrawal shall expire once the supply of the digital content has commenced, provided that:

1. the consumer has expressly consented in advance to the supply commencing during the withdrawal period;
2. the consumer has acknowledged in advance that, by giving such consent, they waive their right of withdrawal; and
3. OmniDrones B.V. has confirmed such consent and acknowledgement to the consumer in accordance with the applicable statutory requirements.

Where the statutory right of withdrawal can no longer be validly exercised, the other provisions of Article T2 shall apply in the event of cancellation.

Article T3 Liability / safety rules and insurance training

- a. OmniDrones B.V. is not liable for any form of damage that directly or indirectly arises from or is related to the performance or non-execution of the training, unless such damage is caused by gross negligence or intent 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 that apply 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 material, training documentation, procedural knowledge, working documents, software and manuals - the licensed material - remain with OmniDrones B.V.. Customer and participants in training courses may not copy, make available to third parties licensed material or use it outside the scope of the agreed services without the prior written consent of OmniDrones B.V..
- b. It is further understood and agreed that monetary damages are not a sufficient remedy for copyright infringement. OmniDrones B.V., in addition to all other remedies available, will apply to the court including the summary judgment, as a remedy for such breach.
- 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 participants in training courses and/or internal company information of the customer as confidential.

Article T6 Remainder

- a. OmniDrones B.V. will answer questions of an administrative nature or with regard to the training immediately with a maximum response time of 2 weeks after receipt. In this we try to answer the question completely right away. If this is not possible within the set time, an indication will be given when a full response can be expected.
- b. There is a complaints procedure in place for complaints, which can be found on the website of OmniDrones B.V.