

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY | DRONESTARS B.V.

### 1. Definitions

<b>Offer:</b>	any offer made by DroneStars to supply Products or Services to the Customer, including any quotation or price estimate from DroneStars;
<b>Customer:</b>	the natural person or legal entity acting in the course of a profession or business, registered in the commercial register and entering into an Agreement with DroneStars or to whom or to which DroneStars makes an Offer;
<b>General Terms and Conditions:</b>	these general terms and conditions of sale and delivery, which have also been filed with the Dutch Chamber of Commerce;
<b>Third Parties:</b>	any party that is not a contracting party to an Agreement;
<b>Services:</b>	the work described in the Offer or the Agreement and to be performed by DroneStars for the Customer, such as the rental and leasing of the Products, performance of periodic inspections, maintenance and repairs to the Products, advising on insurance, providing training, supervising operation, inspection and licensing processes, the possibility of 4G/5G flights and data storage;
<b>DroneStars:</b>	the private limited liability company under Dutch law DroneStars B.V., with its registered office at Arnolduspark 16, 2132 CR Hoofddorp, the Netherlands, registered in the registers of the Dutch Chamber of Commerce under number 64923517;
<b>EEA</b>	the European Economic Area;
<b>Agreements:</b>	any agreement and any contract between DroneStars and the Customer for the supply of Products or Services, any amendment thereto or addition thereto;
<b>Force majeure:</b>	a situation as referred to in Article 17 of these General Terms and Conditions;
<b>Parties:</b>	DroneStars and the Customer jointly;
<b>Products:</b>	new or second-hand (unmanned) aircraft or robotics, including drones and related software, devices and systems such as docking stations, to be delivered by DroneStars to the Customer, including product documentation, user manual and packaging;
<b>Website:</b>	DroneStars' website <a href="https://www.dronestars.nl/en/">https://www.dronestars.nl/en/</a> .

## **2. Scope of application, order of precedence and general provisions**

- 2.1 These General Terms and Conditions apply to every Offer and to all Agreements, and to all related actions, both preparatory and executive in nature, whereby DroneStars provides Services or delivers Products to the Customer, and to all invoices issued by DroneStars to the Customer.
- 2.2 The applicability of other general terms and conditions, including the Customer's or Third Parties' terms and conditions of purchase, is excluded, unless DroneStars has expressly accepted them in writing.
- 2.3 Deviating terms and conditions, and amendments to and additions to any provision in an Agreement are only valid if they have been laid down in writing and signed by the Parties.
- 2.4 If any provision of these General Terms and Conditions or an Agreement is, for whatever reason, wholly or partially invalid or void at any time, the remaining provisions shall remain in full force and effect. The Parties shall then negotiate the content of a new provision, which provision shall approximate the content and purpose of the original provision as closely as possible.
- 2.5 If DroneStars does not always require strict compliance with these General Terms and Conditions, this does not mean that the relevant provisions do not apply or that DroneStars loses the right to demand strict compliance in other cases.
- 2.6 The Dutch-language version shall prevail in the explanation and interpretation of these General Terms and Conditions.
- 2.7 In the event of any conflict between an Agreement, these General Terms and Conditions or an Offer, the following order of precedence shall apply: (1) the Agreement, (2) these General Terms and Conditions and (3) the Offer.
- 2.8 Without the prior written consent of DroneStars, the Customer may not use the name of DroneStars in advertising or publications, nor give the impression of a collaboration between DroneStars and the Customer, or that DroneStars and the Customer are affiliated with each other.
- 2.9 DroneStars is entitled to engage Third Parties for the performance of the Agreement.
- 2.10 The Customer may not transfer any rights or obligations arising from a concluded Agreement to a Third Party without the prior written consent of DroneStars. This clause has the effect of property law.

## **3. Offer**

- 3.1 All Offers made by DroneStars are without obligation. After acceptance by the Customer, DroneStars has the right to revoke the Offer within five (5) working days of receiving the acceptance from the Customer.
- 3.2 The Offer contains a complete and accurate description of the Products or Services offered. The description in the Offer and the content of other information provided with the Offer, such

as (information) brochures, is sufficiently detailed to enable the Customer to properly assess the Offer.

- 3.3 The Customer cannot invoke obvious printing, typesetting, typing, programming or software errors in the Website, brochures, offers or other communications from DroneStars.

#### **4. Conclusion of an Agreement**

4.1 An Agreement is concluded when DroneStars confirms the Customer's acceptance of the Offer in writing, or by the actual commencement of the delivery of the Products or Services by DroneStars to the Customer.

4.2 If an acceptance of an Offer deviates from an Offer, whether or not on minor points, DroneStars is not bound by this deviation and no Agreement will be concluded, unless the deviation is expressly accepted by DroneStars.

4.3 The Customer is obliged to examine the Products each time for their suitability for the purposes intended by the Customer. The actual application and use of the Products are entirely at the expense and risk of the Customer.

#### **5. Provision of information by the Customer**

5.1 Before concluding an Agreement, the Customer must provide DroneStars with all essential information and documents relating to the Products or Services to be supplied by DroneStars.

5.2 The Customer guarantees the accuracy and completeness of the information and documents provided by or on behalf of the Customer on which DroneStars bases its Offer.

5.3 The Customer is obliged to answer any questions from DroneStars that are necessary for drawing up the Offer or performing the Agreement.

5.4 If the information referred to in Articles 5.1-5.3 is not provided, DroneStars may suspend its activities and any agreed delivery period will be extended by the time required by the Customer to provide the information or adequately answer the questions.

#### **6. Prices and rates**

6.1 All prices and rates are in euros, excluding VAT and excluding shipping or delivery costs, unless expressly agreed otherwise.

6.2 DroneStars will communicate the shipping or delivery costs to the Customer prior to the final order.

6.3 If price-determining factors for the Products or Services, such as wages, materials, currency differences, transport costs, and import duties or insurance rates, increase for any reason whatsoever, DroneStars is entitled to adjust the agreed prices and rates accordingly at any time.

## **7. Invoicing and payment**

- 7.1 When ordering via the Website, the purchase price must be paid in advance during the ordering process using one of the payment options on the Website, such as a bank transfer or iDEAL.
- 7.2 In the event of payment in advance, the Agreement is concluded under the resolutive condition of payment. The order will only be shipped after payment has been received by DroneStars. If payment is not received within seven (7) days, the Customer will receive a reminder. If payment is still not received after a further seven (7) days, DroneStars is entitled to terminate the Agreement with immediate effect.
- 7.3 When paying by bank transfer, the Customer must clearly state the invoice and order number in the payment and take into account the processing time required by the banks.
- 7.4 In all other cases, unless otherwise agreed in writing, the Customer must pay the invoice amount including VAT at the latest within fourteen (14) days of the invoice date.
- 7.5 Payment must be made net by transfer to the bank account designated by DroneStars.
- 7.6 The value date indicated on DroneStars' bank statements shall be deemed to be the date of payment.
- 7.7 DroneStars is entitled to invoice Agreements that are performed in parts per partial delivery.
- 7.8 Incoming payments shall always first be used to settle judicial and extrajudicial costs, fines and interest, and then to settle the oldest outstanding invoices at DroneStars, regardless of any other instructions given by the Customer.
- 7.9 The Customer is not entitled to suspend or set off its payment obligations to DroneStars.
- 7.10 If the Customer does not pay the full amount due within the agreed payment term, the Customer will be in default by operation of law, without notice of default being required.
- 7.11 From the day the Customer is in default until the day of full payment, DroneStars is entitled to charge default interest of 1.5% per month or part thereof on the amount due, whereby part of a month counts as a whole month. If the statutory commercial interest rate as referred to in Section 6:119a of the Dutch Civil Code is higher than the aforementioned contractual interest rate, DroneStars is entitled to charge the statutory commercial interest rate. After one year, the Customer shall owe 'interest on interest' in accordance with Article 6:119a(3) of the Dutch Civil Code. This shall apply without prejudice to DroneStars' right to full compensation under the law.
- 7.12 All judicial and extrajudicial costs incurred in collecting the amount owed by the Customer shall be borne by the Customer. These include, among other items, the costs of seizure, bankruptcy petitions, collection costs and the costs of solicitors, bailiffs and other experts engaged by DroneStars. The extrajudicial collection costs amount to at least 15% of the total amount owed by the Customer to DroneStars, with a minimum of €750, plus VAT, partly in the context of a penalty clause. This applies without prejudice to DroneStars' right to full compensation for damages and costs incurred in connection with the collection of the amounts owed.

7.13 The Customer must submit any complaints about invoices to DroneStars in writing within seven (7) days of the invoice date. Failure to do so will result in the forfeiture of all rights. After this period, invoices will be deemed to have been accepted by the Customer and complaints will no longer be considered by DroneStars.

## **8. Delivery time and terms**

8.1 Delivery periods and other terms are based on the information and circumstances known at the time of concluding the Agreement.

8.2 Stated or agreed delivery periods and other deadlines are indicative and are never considered to be strict deadlines.

8.3 Delivery periods and other deadlines commence on the first working day after the Agreement has been concluded.

8.4 If a Product or Service is (temporarily) unavailable, the Customer will be informed as soon as possible.

8.5 Delivery times and other deadlines shall be extended by the period during which the performance of the Agreement is delayed due to Force Majeure, other unforeseen circumstances, suspension by DroneStars or non-payment by the Customer.

## **9. Delivery, transport and risk**

9.1 Delivery will take place at the address designated by the Customer.

9.2 Unless otherwise agreed, the delivery of the Products by DroneStars to the Customer shall take place on an Ex Works (EXW) basis, at the address Arnolduspark 16, 2132 CR Hoofddorp, the Netherlands, as defined in Incoterms 2020.

9.3 The Customer is obliged to cooperate with the delivery and to take delivery of the Products.

9.4 If the Customer does not take delivery of the Products, DroneStars reserves the right to charge the Customer for the associated costs, including storage and transport costs.

9.5 Delivery is deemed to have been refused when the ordered Products have been offered for delivery but delivery has proved impossible. Providing an incorrect or incomplete address is at the Customer's expense and risk. The day of refusal counts as the day of delivery.

## **10. Obligation to investigate and complain**

10.1 The Customer must inspect the Products, including packaging and instructions for use, immediately after delivery and check that they are complete.

10.2 The Customer must inspect the Services performed by DroneStars immediately after delivery and check the soundness of the performance.

10.3 Complaints about missing or damaged Products or parts thereof, packaging, deviations in size, quantity or other specifications that can reasonably be discovered upon inspection must be reported to DroneStars in writing within fourteen (14) days of delivery of the specific Products. Failure to do so will result in the forfeiture of all rights.

- 10.4 Complaints about the performance of Services, including defects in the work performed, which can reasonably be discovered upon inspection, must be reported to DroneStars in writing within fourteen (14) days of delivery of the specific Services. Failure to do so will result in the forfeiture of all rights.
- 10.5 For both Products and Services, the Customer can no longer invoke a defect in performance if it has not complained in writing within one (1) month of delivery of a specific Product or provision of a specific Service and within fourteen (14) days of discovering or reasonably being able to discover the defect.
- 10.6 Complaints about delivered Products, Services, invoices or other correspondence must be sent in writing to [info@dronestars.nl](mailto:info@dronestars.nl).
- 10.7 Each complaint must include all relevant information in order to enable the complaint to be properly investigated, such as order number, delivery date, delivery address, a detailed description and justification of the complaint and, if necessary, visual material. The Customer is obliged to keep a defective Product or part and return it to DroneStars upon first request.
- 10.8 Submitting a complaint does not suspend the Customer's payment obligation. The Customer remains obliged to purchase and pay for other ordered Products and Services.

## **11. Retention of title and securities**

- 11.1 The Products delivered by DroneStars remain its property in accordance with Article 3:92 of the Dutch Civil Code until the Customer has fulfilled all of its obligations under the Agreement, including claims by DroneStars due to failure by the Customer to fulfil its obligations (such as interest, costs and penalties). The Customer has no right of retention on the Products.
- 11.2 The Customer is obliged to handle Products subject to DroneStars' retention of title with care, to provide DroneStars with access to these items and to inform DroneStars immediately in writing, by registered letter or registered e-mail, of any actions by third parties, such as administrators or distraint creditors, that may adversely affect the Products.
- 11.3 DroneStars has the right to take back delivered Products that remain its property if the Customer fails to meet its (payment) obligations or if DroneStars suspects that the Customer will not meet its (payment) obligations. The Customer is obliged to facilitate this repossession. The costs of repossession shall be borne by the Customer. Upon repossession, the Customer shall be credited on the basis of the invoice value or, in the event of damage to the Products, on the basis of the fair market value.
- 11.4 The Customer is obliged to inform third parties, such as administrators or distraint creditors, of DroneStars' retention of title.
- 11.5 Products subject to retention of title may not be resold, used or encumbered with any security interest by the Customer, except in the context of its normal business operations.
- 11.6 The retention of title shall be revived if, after full performance by the Customer, new obligations arise for the Customer at any time from a new Agreement.
- 11.7 DroneStars reserves a right of retention on all Products in its possession that are intended for the Customer, as long as the Customer has not fulfilled its obligations.

11.8 The Customer is obliged, at DroneStars' first request, to provide further security for the fulfilment of its obligations towards DroneStars, for example by means of a bank guarantee or advance payment in the amount specified by DroneStars. DroneStars is not liable to pay interest on advance payments. If the Customer fails to comply with this within the period set by DroneStars, the Customer will be in immediate default.

## **12. Warranty and claims**

12.1 DroneStars guarantees the soundness of the Products it delivers for twelve (12) months after delivery, unless otherwise specified in these General Terms and Conditions.

12.2 DroneStars guarantees the soundness of the Services it provides for three (3) months after delivery, unless otherwise specified in these General Terms and Conditions.

12.3 DroneStars does not guarantee that the Products are suitable for the specific purpose that the Customer has for the Products. It is up to the Customer to investigate whether the Products are suitable for the intended use prior to concluding the Agreement.

12.4 In the event of a warranty claim, the Customer remains obliged to purchase and pay for other Products and Services ordered. A valid warranty claim does not entitle the Customer to terminate the Agreement.

12.5 The warranty does not apply in any case if:

- a. a defect results from incomplete or incorrect information provided by the Customer;
- b. the Products are used by the Customer in a manner other than the agreed or customary purpose;
- c. changes or repairs have been made to the Products without the prior written consent of DroneStars;
- d. the delivered Products have been affected by external causes;
- e. the Customer fails to fulfil its obligations under the Agreement, or fails to do so properly or in a timely manner;
- f. legal instructions or instructions given by DroneStars for the assembly, use, inspection or maintenance of the Products have not been followed.

12.6 For goods or services that DroneStars obtains from third parties, its obligations towards the Customer shall never exceed or be of longer duration than the (warranty) obligations of those Third Parties towards DroneStars.

12.7 If DroneStars fails to perform properly, it has the choice to re-perform, repair or supplement the Products or Services, or credit the Customer for a proportionate part of the agreed price for the specific Products or Services. DroneStars is not obliged to compensate for damage, for example due to the inability to use the Products.

12.8 If DroneStars chooses to re-perform, repair or supplement the Products or Services, or to credit the Customer for a proportionate part of the agreed price for the specific Products or Services, it will determine the manner and time of execution. The Customer must return defective Products at its own expense upon first request and in accordance with DroneStars'

instructions. Replaced parts become the property of DroneStars from the moment of replacement.

- 12.9 Repair or replacement of Products or Services shall not extend or interrupt any warranty or complaint periods. In the event of the replacement of non-wear parts, such as an engine, a new twelve (12) month warranty shall apply to that part.
- 12.10 Travel, shipping and accommodation costs incurred by DroneStars in connection with (additional) Services to be performed under this Article 12 shall be borne by the Customer, unless otherwise agreed in writing.
- 12.11 Transport costs for the redelivery of the Products shall be borne by the Customer, unless otherwise agreed in writing.
- 12.12 DroneStars is entitled to suspend subsequent deliveries until complaints have been deemed to be unfounded, have been remedied or the Parties have reached a settlement.
- 12.13 After the expiry of the periods referred to in Articles 12.1 and 12.2, all claims of the Customer on the grounds of breach of contract, non-conformity or other grounds shall lapse.

### **13. Liability**

- 13.1 Any claim for compensation by the Customer against DroneStars, with the exception of claims that have been expressly acknowledged in writing by DroneStars, shall be subject to a statute of limitations of one (1) year after the date on which the Customer became aware of the damage and the liability of DroneStars.
- 13.2 The Customer must hold DroneStars liable for damage suffered or to be suffered within one (1) calendar month after discovering or reasonably being able to discover a damage-causing event. If the Customer fails to do so, the Customer's right to compensation will lapse.
- 13.3 DroneStars is not liable for any damage, direct or indirect, suffered by the Customer or Third Parties in connection with or arising from an Agreement (yet to be concluded) or any other legal obligation (such as a tort). This includes, among other things, consequential damage, trading loss, loss of profit, lost savings, damage due to business interruption and damage resulting from claims by Third Parties against the Customer.
- 13.4 DroneStars is not liable for damage caused by the failure of the Customer, its employees or Third Parties engaged by it to follow instructions, guidelines or usage, inspection or maintenance instructions from DroneStars or relating to the Products or equipment, hardware or software used with them.
- 13.5 The Customer is responsible for the correct connection and installation of the Products. DroneStars is not liable for any damage, including damage caused by short circuits, fire or theft of the Products, arising from or in connection with the connection, installation or use of Products.
- 13.6 The Customer acknowledges that the use of the Products via (mobile) networks such as 4G/5G depends on the availability and quality of these networks. DroneStars does not guarantee the availability, continuity or quality of the connection between the Products and the network. DroneStars is not liable for damage, including loss of the Products, damage to



- Third Parties or data loss, caused by malfunctions, interruptions or limitations in the network connection.
- 13.7 The Customer is responsible for making backups of data stored on DroneStars' private server. DroneStars is not liable for damage caused by unauthorised access to, loss of or alteration of data stored on the private server provided by DroneStars, including damage caused by hacks, data leaks or other security incidents. If DroneStars processes personal data in the performance of an Agreement, it will do so in accordance with the General Data Protection Regulation (GDPR).
- 13.8 When renting the Products or accessories, the Customer is liable for loss, theft or damage to the rented Products during the rental period, regardless of insurance. DroneStars is not liable for damage caused by or to the rented Products. The Customer must report loss, theft or damage to rented Products to DroneStars immediately upon discovery and follow all instructions from DroneStars.
- 13.9 DroneStars is not obliged to repair and is not liable for damage caused by the failure to maintain or repair the Products in a timely or correct manner.
- 13.10 DroneStars is not liable for damage caused by acts or omissions of Third Parties used by DroneStars, including recommendations or advice from Third Parties.
- 13.11 Advice provided by DroneStars does not release the Customer from its obligation to examine the Products and Services each time for their suitability for the purposes intended by the Customer and to take the Products out of use if necessary. The actual application and use of the Products and Services are entirely at the expense and risk of the Customer. DroneStars is not liable for this.
- 13.12 The Customer shall not hold DroneStars' employees or third parties engaged by DroneStars personally liable in connection with an Agreement. Employees of DroneStars or auxiliary persons engaged by DroneStars for the performance of an Agreement may invoke all defences from the Agreement or these General Terms and Conditions against the Customer, as if they themselves were a party to that Agreement or these General Terms and Conditions.
- 13.13 If, despite the foregoing, DroneStars is obliged to pay compensation, DroneStars' liability towards the Customer shall in any event be limited to the amount paid out by DroneStars' liability insurance in the case in question.
- 13.14 If DroneStars is nevertheless obliged to pay compensation, despite the foregoing and, more specifically, Article 13.13, DroneStars' liability towards the Customer shall in any case be limited to the invoice value of the Products or Services that gave rise to the event causing the damage or, if lower, to €5,000 per series of events with the same cause.
- 13.15 Limitations or exclusions of liability applied by Third Parties such as suppliers of DroneStars with regard to delivered Products or Services may also be invoked by DroneStars against the Customer.

## **14. Indemnities**

- 14.1 The Customer indemnifies DroneStars, its directors, employees and representatives against any form of liability and against all costs and damage incurred by DroneStars and Third Parties as a result of the sale, delivery or use (other than in accordance with the agreed or usual purpose) of the Products or Services by the Customer, its customers or end users.
- 14.2 The Customer indemnifies DroneStars, its directors, employees and representatives against any form of liability and against all costs and damage incurred by DroneStars and Third Parties as a result of the resale or other marketing of the Products by the Customer outside the EEA. This also includes the violation of applicable international, European or national (product) legislation and regulations, such as export control and sanctions laws.
- 14.3 The Customer indemnifies DroneStars, its directors, employees and representatives against any form of liability and against all costs and damage incurred by DroneStars and Third Parties as a result of the failure to maintain or repair the Products in a timely or correct manner.
- 14.4 Without the express written consent of DroneStars, the Customer is not permitted to modify the Products or replace parts, other than for the purpose of regular maintenance. The Customer indemnifies DroneStars, even after permission has been given by DroneStars, against any form of liability and for all costs and damage incurred by DroneStars and Third Parties as a result of the Customer modifying the Products or having them modified.

## **15. Permits and applicable (product) legislation and regulations**

- 15.1 The Products are specifically designed for the EEA and comply with the product safety laws and regulations applicable there. DroneStars does not guarantee the suitability of the Products outside the EEA.
- 15.2 The Customer shall, at its own expense, ensure that it has all national and international permits, approvals, certificates and registrations required under the applicable (national, European or other) regulations for the commercial purchase, (re)sale, rental, lease and use of the Products (whether or not in combination with other equipment). In addition, the Customer must have the legal capacity to do so.
- 15.3 The Customer shall comply with all requirements applicable to it based on national or European (product) laws and regulations, decisions, rulings and orders of competent authorities, industry guidelines, and requirements associated with permits, certificates and registrations in connection with the purchase, (re)sale, rental, leasing and use of the Products (whether or not in combination with other equipment).
- 15.4 The Customer shall strictly comply with all applicable (inter)national and European export control and sanctions laws and obtain all necessary licences prior to the (re)export, transfer or transit of the Products.
- 15.5 The Customer shall not, directly or indirectly, (re)export, transfer or transit any Products to countries, regions, persons or entities (under public or private law) subject to international,

European or national sanctions in accordance with the most recent export control and sanctions legislation.

- 15.6 The Customer shall use the Products exclusively for civilian purposes and shall not use them, directly or indirectly, for military purposes or allow them to be used for such purposes.
- 15.7 Prior to each transaction, the Customer shall check whether its customer or end user appears on relevant export control or sanctions lists, apply red flag indicators in accordance with international standards to detect unusual circumstances, and refrain from transactions in which the Customer has noticed or should have noticed red flags.
- 15.8 The Customer is obliged to inform DroneStars immediately in writing if it becomes aware of or suspects a (proposed) violation of the applicable (product) laws and regulations, such as export control or sanctions legislation relating to DroneStars' Products or Services.
- 15.9 DroneStars is entitled to terminate the Agreement in whole or in part with immediate effect or to suspend its obligations if it suspects that the Customer, its customers or end users are acting in violation of applicable (product) laws and regulations, such as export control or sanctions legislation, without being liable for any compensation.
- 15.10 At the first request of DroneStars or a competent authority, the Customer shall cooperate fully with any checks, audits or investigations regarding compliance with applicable (product) laws and regulations, such as export control and sanctions legislation, and provide DroneStars with all relevant documentation, including (re)export, transfer or transit data relating to the Products and Services in that context.
- 15.11 The Customer shall also require its customers or (other) end users to strictly comply with the provisions of Articles 15.2-15.10.

## **16. Safety measures and product recall**

- 16.1 The Customer must immediately inform DroneStars if it becomes aware of or suspects a potential safety defect in the Products.
- 16.2 The Customer is obliged to cooperate immediately with all measures relating to a safety warning, safety check or replacement of (parts of) the Products for safety reasons.
- 16.3 The Customer is also obliged to cooperate immediately with any recall of Products initiated by DroneStars.
- 16.4 Any damage or costs incurred by the Customer in connection with this Article 16 will be compensated by up to a maximum of the current market value of the delivered or recalled Products. Loss of turnover and profit will not be compensated.

## **17. Force majeure**

- 17.1 If DroneStars is prevented from performing the Agreement, either permanently or temporarily, due to force majeure (further), regardless of whether the force majeure situation was foreseeable, DroneStars shall be entitled, without any obligation to pay compensation, to suspend the (further) performance of the Agreement in whole or in part or to terminate the

Agreement in whole or in part by means of a written notice to that effect, without judicial intervention.

- 17.2 DroneStars will inform the Customer as soon as possible about the situation of Force Majeure. In the event of suspension, DroneStars remains entitled to terminate the Agreement in whole or in part at a later date.
- 17.3 Force Majeure is understood to mean all circumstances that temporarily or permanently prevent DroneStars from fulfilling its obligations, such as fire, severe freezing, storms, strikes or lockouts, riots, war, terrorism, cybercrime, pandemics, government measures such as import or export restrictions or other delivery or trade restrictions, failure of suppliers, power failures, computer, telephone and internet failures, loss, theft or embezzlement from DroneStars' workshops and all other circumstances in which DroneStars cannot reasonably be expected to fulfil its obligations. Force majeure affecting suppliers or subcontractors shall also constitute force majeure affecting DroneStars.
- 17.4 If the Force Majeure lasts longer than six (6) months, the Customer is entitled to terminate the Agreement in writing for the part that cannot be performed.

## **18. Attributable failure, suspension and termination**

- 18.1 The Customer shall be deemed to be in default by operation of law and the Customer's (remaining) debt to DroneStars shall become immediately due and payable if:
- a. the Customer files for bankruptcy, is declared bankrupt or applies for a moratorium on payments;
  - b. a decision is taken or action is taken to liquidate the Customer, terminate or sell the Customer's business activities, or make substantial changes to the Customer's business activities in the opinion of DroneStars;
  - c. the Customer fails to fulfil any legal or contractual obligation towards DroneStars, either in whole or in part;
  - d. the Customer fails to pay an invoice amount owed to DroneStars within the specified period;
  - e. all or part of the Customer's assets are seized;
  - f. a civil law disqualification from acting as a director is imposed on a director of the Customer;
  - g. a situation comparable to a. to f. arises under the law of the country in which the Customer is established.
- 18.2 In the cases referred to in Article 18.1, DroneStars is entitled to suspend its obligations or to terminate the Agreement immediately, in whole or in part, without judicial intervention, without prejudice to its other rights, such as with regard to any penalties, interest and compensation already due.
- 18.3 DroneStars is not obliged to pay any compensation to the Customer upon termination of the Agreement in accordance with this Article 18.

- 18.4 In the event of termination, DroneStars is entitled to take back the Products, free of all rights of the Customer.
- 18.5 Provisions that by their nature are intended to continue shall remain in force after termination of the Agreement.

## **19. Confidentiality**

- 19.1 All information and data provided by DroneStars to the Customer, of whatever nature and in whatever form, are and remain the property of DroneStars and are confidential. This includes, but is not limited to, offers, price lists, designs, images, drawings, (corporate) films, photographs, stamps, know-how, models, plates, other image-, sound- and information-carriers or other aids. The Customer must keep this information and data confidential and may not reproduce, publish or make it available to third parties.
- 19.2 The Customer is not permitted to copy, store, publish, reproduce or otherwise use text and/or image material from the Website without the express permission of DroneStars.
- 19.3 The Customer may not remove, alter or render illegible, in whole or in part, any identification marks, designations or quality marks affixed to the Products, such as CE markings, trade names, patents or other rights.

## **20. Intellectual property**

- 20.1 If intellectual property rights arise during the performance of the Agreement, DroneStars shall be regarded as the creator, designer or inventor of the works, models or inventions created. DroneStars has the exclusive right to apply for a patent, trademark or model and is the exclusive copyright holder of the works created.
- 20.2 All intellectual property rights to the Products, results of Services and software delivered by DroneStars are vested exclusively in DroneStars or its licensors. DroneStars does not transfer any intellectual property rights to the Customer.
- 20.3 If DroneStars' performance also consists of the delivery of computer software, the source code will not be transferred to the Customer. The Customer shall only obtain a non-exclusive, worldwide and perpetual user licence to use the computer software for normal use and proper functioning of the item. The Customer is not permitted to transfer the licence or grant a sub-licence. If the Customer sells the item to a Third Party, the licence shall automatically transfer to the purchaser.
- 20.4 DroneStars is not liable and the Customer shall indemnify DroneStars for any infringements of the intellectual property rights of third parties caused by combining Products supplied by DroneStars with products not originating from DroneStars or by modifications to the Products supplied without DroneStars' consent.

**21. Applicable law**

All Offers made by DroneStars, all Agreements concluded between the Parties and these General Terms and Conditions are governed exclusively by Dutch law.

**22. Competent court**

All disputes between the Parties in connection with or arising from an Offer, Agreement or these General Terms and Conditions shall in the first instance be submitted to the court in Amsterdam, the Netherlands, which shall have exclusive jurisdiction to hear such disputes.

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