

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

1. Definitions

Offer	Any offer made by DroneStars for the supply of Products or Services to the Consumer or Customer, including any quotation or price quotation made by DroneStars;
Customer	The natural person or legal entity acting in the exercise of a profession or business, registered in the Commercial Register, who enters into an Agreement with DroneStars or to whom DroneStars makes an Offer;
General Terms and Conditions	These general terms and conditions of sale and delivery, which have also been filed with the Chamber of Commerce;
Consumer	The natural person not acting in the course of a business or profession who enters into an Agreement with DroneStars or to whom DroneStars makes an Offer;
Third Parties	Any party which is not a contracting party to an Agreement;
Services	The activities described in the Offer and to be performed by DroneStars for the Consumer or Customer, such as renting and leasing Products, performing periodic inspections, maintenance and repairs, advising on insurance, providing training and supervising operations, inspection and licensing processes;
DroneStars	The private limited liability company incorporated under Dutch law as DroneStars B.V., having its registered office at (2132 CR) Hoofddorp, at Arnolduspark 16, registered in the registers of the Chamber of Commerce under number 64923517;
Agreements	Any arrangement and agreement between DroneStars and the Consumer or Customer for the supply of Products or Services, any amendment or addition thereto;

Force majeure	a situation referred to in Article 10 General Terms and Conditions;
Parties	DroneStars and the Consumer or Customer jointly;
Products	The (parts of) new or used unmanned aircraft such as drones and related devices and systems to be delivered or supplied by DroneStars to the Consumer or Customer, including product documentation, operating instructions and packaging;
Website	the website of DroneStars https://www.dronestars.nl .

2. General

- 2.1 These General Terms and Conditions apply to every Offer and to all Agreements, and all related acts, both preparatory and executive in nature, whereby Services are provided or Products are delivered by DroneStars to the Consumer or Customer and all invoices issued by DroneStars to the Consumer or Customer.
- 2.2 The applicability of any other general terms and conditions (including purchasing conditions) of the Customer or Third Parties is excluded, unless DroneStars expressly accepts the applicability of such general terms and conditions in writing.
- 2.3 Deviating terms and conditions, amendments and additions to any provision in an Agreement shall only be valid if they are in writing and have been signed by the Parties.
- 2.4 If any provision of these General Terms and Conditions or any Agreement is for any reason wholly or partially void, or is nullified at any time, the remaining provisions shall remain in force. The parties will then negotiate the content of a new provision, which provision will come as close as possible to the content and purpose of the original provision.
- 2.5 If DroneStars does not always require strict compliance with these General Terms and Conditions, this does not mean that the (relevant) provisions of these General Terms and Conditions do not apply, or that DroneStars loses the right to require strict compliance with these General Terms and Conditions in other instances.
- 2.6 In interpreting the meaning of these General Terms and Conditions, the Dutch version shall prevail.
- 2.7 In the event of any conflict between an Agreement, these General Terms and Conditions or an Offer, the Agreement, these General Terms and Conditions and finally the Offer shall prevail.
- 2.8 Without the prior written consent of DroneStars, the Consumer or Customer may not use the name of DroneStars in any advertisement or publication or give the impression that there is any cooperation between DroneStars and the Consumer or Customer, or that DroneStars and the Consumer or Customer are affiliated with each other.
- 2.9 DroneStars is entitled to engage Third Parties for the performance of the Agreement.

- 2.10 Without DroneStars' prior written consent, the Consumer or Customer may not assign any rights or obligations under the Agreement concluded between the Parties to a Third Party. This clause has the effect of property law.

3. Information

- 3.1 The Consumer or Customer shall provide DroneStars with all essential information and documents relating to the Products or Services supplied or to be supplied by DroneStars prior to the conclusion of an Agreement. The Consumer or Customer shall guarantee the accuracy and completeness of the information and documents provided by them or on their behalf on which DroneStars bases its Offer.
- 3.2 The Consumer or Customer shall be available to answer DroneStars' questions, the answers to which are necessary for the preparation of the Offer or for the performance of the Agreement. In the absence of such information, DroneStars has the right to suspend its work and any agreed delivery period shall be extended by the time needed by the Consumer or Customer to answer the questions in an adequate manner.

4. Offer

- 4.1 Any Offer made by DroneStars is non-binding. After acceptance by the Consumer or Customer, DroneStars has the right to revoke the Offer within five (5) working days after receipt of the acceptance by the Consumer or Customer.
- 4.2 The Offer contains a complete and accurate description of the Products or Services offered. The description in the Offer and the content of other data provided with the Offer, such as (information) brochures, are sufficiently detailed to enable the Consumer or Customer to make a proper assessment of the Offer. The Consumer or Customer may not rely on apparent printing, typesetting, programming or program errors in/on the Website, brochures, offers or other materials or expressions of DroneStars.

5. Conclusion of the Agreement

- 5.1 An Agreement is concluded when DroneStars receives an acceptance of an offer from the Consumer or Customer and DroneStars confirms receipt of the offer to the Consumer or Customer in writing or by the actual (commencement of) delivery of the Products or Services by DroneStars to the Consumer or Customer.
- 5.2 If an acceptance of an Offer deviates from an Offer, even if only with regard to minor points, DroneStars is not bound by this deviation and no Agreement is concluded unless the deviation is expressly accepted by DroneStars.
- 5.3 The Consumer or Customer may and shall (each time) examine the Products for their suitability for the purposes intended by the Consumer or Customer. The actual application and use of the Products shall be entirely at the expense and risk of the Consumer or Customer.

- 5.4 As long as the order has not yet been dispatched by DroneStars, the order can be cancelled by the Consumer or Customer. The Consumer or Customer must immediately inform DroneStars by e-mail and/or telephone.

6. Prices and tariffs

- 6.1 All prices and rates are in Euros, exclusive of VAT and exclusive of shipping or delivery costs, unless expressly agreed otherwise. DroneStars shall inform the Consumer or Customer of the shipping or delivery costs prior to the final order.
- 6.2 If the prices and/or rates of the price-determining factors of the Products or Services, such as wages, materials, currency differences, transport costs, import duties or insurance rates, increase for whatever reason, DroneStars is entitled to change the agreed prices of the Products or Services accordingly at any time.

7. Delivery time and deadlines

- 7.1 Delivery periods and other deadlines are based on the information known at the time of the conclusion of the Agreement and the prevailing circumstances.
- 7.2 Stated or agreed delivery periods and other deadlines are approximate and should never be regarded as strict deadlines.
- 7.3 Delivery periods and other deadlines shall commence on the first working day after the conclusion of the Agreement.
- 7.4 Unless otherwise stated, Products ordered via the Website are available from stock. DroneStars will endeavour to dispatch an order placed on a working day before 17:00 by parcel post within two days of DroneStars' opening. The order will therefore be dispatched within two working days and delivered one or more days later, depending on the parcel service.
- 7.5 If a Product or Service is (temporarily) not available, the Consumer or Customer will be informed as soon as possible and the Consumer or Customer will have the choice to cancel the order or to wait until the Product or Service becomes available. If the Consumer or Customer does not respond or does not wish to wait, the Agreement will be terminated (in Dutch: *ontbinden*) by DroneStars and any purchase price already paid will be refunded to the Consumer or Customer within thirty (30) days.
- 7.6 Delivery periods and other deadlines shall be extended by the period during which performance of the Agreement is delayed as a result of Force Majeure or other circumstances of which DroneStars is not aware, non-payment or suspension by DroneStars of its obligations.

8. Delivery, transport and risk

- 8.1 Delivery shall be made to the address provided by the Consumer or Customer. DroneStars is accountable and responsible for the Products until the moment of delivery of the Products to the Consumer or Customer. If the Products are collected by the Consumer or Customer,

responsibility for the Products shall pass to the Consumer or Customer at the moment of the handover of the Products.

8.2 DroneStars will provide the Customer or Consumer with the following information at the latest upon delivery of the Products:

- a. DroneStars' (visiting) address (see Annex I below);
- b. how the Consumer or Customer can file complaints (see Annex I below);
- c. the manner and conditions under which the right of withdrawal can be exercised by the Consumer and the instruction for doing so (see Article 12 and Annex II below); and
- d. the model withdrawal/dissolution form (see Article 12 and Annex III below).

9. Execution of the Agreement and offtake

9.1 The Consumer or Customer is obliged to cooperate in the delivery of the Products and to take delivery of the Products.

9.2 If the Consumer or Customer does not take delivery of the Products, DroneStars reserves the right to pass on any associated costs (including storage and transport costs) to the Consumer or Customer.

9.3 The Purchase shall be deemed to have been refused if the Products ordered have been offered for delivery, but delivery has proved to be (factually) impossible. The provision of an incorrect or incomplete address shall be at the Consumer or Customer's own risk and expense. The date of delivery shall be the date on which acceptance is refused.

Specific to the Customer:

9.4 The Customer shall, at its own expense, ensure that it has timely possession of all national and local permits, approvals, certificates and registrations required on the basis of the applicable (national, European or other) regulations for the commercial resale, purchase, lease and use of the Products (whether or not in combination with other equipment) and/or possesses the legal capacity on the basis of which it is entitled to do so.

9.5 The Customer shall also comply with all requirements applicable to it under national or European (product) laws and regulations, decisions, rulings and orders of competent authorities, industry guidelines, and requirements relating to permits, certificates and registrations in connection with the resale, purchase, lease and use of the Products (in combination with other equipment).

9.6 The Customer shall strictly comply with all applicable export control and sanction laws and obtain all necessary export licences prior to the export, transfer or transit of the Products. The Customer shall not directly or indirectly export, transfer or transit the Products to countries, regions, persons or entities subject to international or European sanctions under the latest export control and sanctions laws. The Customer shall use the Products for civilian purposes only.

- 9.7 The Customer shall also require its customers or (other) end-users to strictly comply with the provisions of Articles 9.4-9.6.

10. Force Majeure

- 10.1 If DroneStars is prevented from (further) performing the Agreement due to Force Majeure of a permanent or temporary nature, regardless of whether the force majeure situation could have been foreseen, DroneStars shall be entitled, without any obligation to pay compensation (to the Consumer or Customer), to suspend the (further) performance of the Agreement in whole or in part or, at the discretion of DroneStars, to terminate (in Dutch: *ontbinden*) the Agreement in whole or in part by means of a written notice to that effect, without judicial intervention.
- 10.2 DroneStars shall inform the Consumer or Customer of the Force Majeure situation as soon as possible. In the event of suspension as referred to in Article 10.1, DroneStars shall still be entitled to terminate (in Dutch: *ontbinden*) the Agreement in whole or in part at a later date.
- 10.3 Force Majeure includes all circumstances that render DroneStars temporarily or permanently unable to meet its obligations, such as fire, frost, strike or work lockout, riot, war, terrorism, cybercrime, pandemic, government measures such as import or export restrictions or other supply or trade restrictions, default of suppliers, power failures, computer, telephone and internet failures, loss, theft or misappropriation from DroneStars' workshops and furthermore all circumstances in which DroneStars cannot reasonably be required to (continue to) fulfil its obligations to Consumer or Customer. Force majeure of DroneStars' (suppliers) shall also be deemed to be Force Majeure of DroneStars.
- 10.4 If the Force Majeure on the part of DroneStars lasts longer than three (3) months, the Consumer or Customer is entitled to terminate (in Dutch: *ontbinden*) the Agreement in relation to the part that cannot be performed by means of a written statement.

11. Invoicing and payment

- 11.1 When ordering via the Website, the purchase price must be paid in advance during the ordering process by one of the payment options on the Website. The Consumer or Customer may choose to pay in advance by bank transfer or iDEAL.
- 11.2 If payment in advance is chosen, the Agreement is concluded under the resolutive condition of payment. This means that the order will not be dispatched until payment has been received by DroneStars. If payment is not received within seven (7) days, the Consumer or Customer will receive a reminder. If payment is still not received after seven (7) days, DroneStars is entitled to terminate (in Dutch: *ontbinden*) the Agreement with immediate effect. When paying by bank transfer, the Consumer or Customer must clearly state the order number in the payment and take into account the processing time of the bank.
- 11.3 In all other cases, unless otherwise agreed in writing, the Consumer or Customer must pay the total amount stated on the invoice, including VAT, within fourteen (14) days of the invoice date.

- 11.4 Payment must be made net by crediting to the bank account specified by DroneStars. The date of payment is the date shown on DroneStars' bank statements.
- 11.5 DroneStars is entitled to invoice Agreements that are executed in parts as partial deliveries.
- 11.6 Incoming payments will always be applied to the payment of judicial and extrajudicial costs, penalties and interest, and then to the payment of the oldest outstanding accounts with DroneStars, regardless of any other indication by the Consumer or Customer.
- 11.7 If the Consumer has not paid the full amount due within the agreed payment period, and Consumer has been reminded by DroneStars with due observance of a payment period of fourteen (14) days, the Consumer is in default by operation of law. From the day on which the Consumer is in default until the day on which payment is made in full, the Consumer is obliged to pay statutory interest as referred to in Article 6:119 of the Dutch Civil Code. In addition, the Consumer is obliged to pay extrajudicial collection costs in accordance with the graduated scale of the decree attached to the Dutch Extrajudicial Collection Costs (Standardisation) Act.

Specific to the Customer:

- 11.8 The Customer shall not be entitled to suspend or set off its payment obligations to DroneStars.
- 11.9 If the Customer has not paid the full amount due within the agreed payment term, the Customer shall be in default by operation of law, without any notice of default being required. From the day the Customer is in default until the day of full payment, DroneStars is entitled to charge a default interest of 1.5% on the amount due per month or part thereof, whereby a part of a month shall count as a whole month, or the statutory commercial interest as referred to in article 6:119a of the Dutch Civil Code, if the commercial interest is higher than the contractual interest. The Customer shall owe 'interest on interest' in accordance with the provisions of Article 6:119a paragraph 3 of the Dutch Civil Code each time after the expiry of one year. This is without prejudice to DroneStars' right to full compensation in accordance with the law.
- 11.10 All costs (judicial and extrajudicial) for the collection of what the Customer owes to DroneStars shall be borne by the Customer. This includes the costs of seizure, bankruptcy applications and collection costs and the costs of lawyers, bailiffs and other experts engaged by DroneStars. The extrajudicial collection costs to be incurred by DroneStars, which DroneStars is entitled to charge - also in the context of penalty proceedings - shall amount to at least 15% of the total amount owed to DroneStars, with a minimum of EUR 750, plus VAT, without prejudice to DroneStars' right to full compensation for damages and costs in respect of the collection of the amounts owed.
- 11.11 At the risk of forfeiting all rights, the Customer must submit complaints about invoices to DroneStars in writing no later than fourteen (14) days after the invoice date, failing which invoices shall be deemed to have been accepted and approved by the Customer, and complaints in this regard shall no longer be accepted by DroneStars.

12. Right of withdrawal or dissolution right (cooling-off period or cancellation period)

- 12.1 Consumers who have concluded an Agreement by telephone, mail order, e-mail or via the Website have a right of withdrawal in respect of the Products or Services ordered.
- 12.2 To exercise this right of withdrawal, the Consumer must return the model form (see Annex III) to DroneStars within the statutory withdrawal period of fourteen (14) days or otherwise clearly inform DroneStars that he or she wishes to withdraw from the Agreement with regard to the Products or Services. DroneStars will confirm the withdrawal from the Agreement upon receipt of the model form or the clear communication.
- 12.3 The aforementioned cooling-off period shall commence for Products on the day after the Consumer has received the Products, and for Services on the day after the Agreement has been confirmed. If the Consumer has previously designated a Third Party other than the carrier as the recipient, the date of receipt by this Third Party shall be decisive.
- 12.4 If the Consumer has ordered several Products to be delivered in several deliveries, the cooling-off period only starts when the Consumer has received the last delivery or, if applicable, when the last delivery has been received by a Third Party designated by the Consumer in advance, other than the carrier.
- 12.5 The Consumer is obliged to handle the Products and packaging with care during the cooling-off period. The Consumer shall only unpack or use the Products to the extent necessary to determine the nature, characteristics and operation of the Products, similar to what the Consumer would do in a shop. If the Consumer unpacks or uses the Products beyond what is permitted or damages the Products or packaging, the Consumer will be liable for a reduction in the value of the Products.
- 12.6 The Consumer must return the Products (with all accessories and in the original packaging, together with a copy of the invoice) to DroneStars as soon as possible, but no later than fourteen (14) days, after the Consumer has indicated that he or she wishes to withdraw from the Agreement. The decisive factor is whether the Consumer has actually handed over the shipment to or given it to a parcel delivery company within the cooling-off period. DroneStars reserves the right to give specific instructions in relation to the return of the Products.
- 12.7 The cost of returning the Products shall be borne by the Consumer. This is also stated in the Offer, on the Website and in the order confirmation. The Consumer must ensure that the package is sufficiently stamped.
- 12.8 Upon receipt of the returned Products by DroneStars, DroneStars will reimburse the Consumer the full purchase price of the Products in question, within a period of fourteen (14) days, including the shipping costs for a standard delivery. If the entire Agreement is withdrawn, the shipping and/or delivery costs of a standard shipment/delivery will also be refunded to the Consumer. Refunds will be made in the same currency and via the same means of payment.
- 12.9 The instruction and the model form for withdrawal/dissolution of an Agreement by the Consumer are attached as Annexes II and III to these General Terms and Conditions.

- 12.10 If the Consumer does not comply with the conditions mentioned in this Article 12, the Agreement cannot be withdrawn and the purchase price will not be refunded.

13. The right of reclamation

- 13.1 Consumers can no longer claim that there is a defect in the performance if they have not complained to DroneStars in writing within a reasonable period of time after they have discovered or reasonably should have discovered the defect.
- 13.2 Any complaint must include all relevant information to properly investigate the complaint, such as the order number, delivery date, address to which the Products were delivered, a detailed description and justification of the complaint and any relevant visual material. The Consumer or Customer is also obliged to keep a defective part and return it to DroneStars upon first request.

Specific to the Customer:

- 13.3 The Customer must inspect the Products (including packaging and instructions for use) as fully as possible immediately after delivery and check for completeness.
- 13.4 Complaints about missing or damaged (parts of) Products, packaging, deviations in size, number, or other deviations from the agreed product specifications that can reasonably be discovered upon such inspection must be made by the Customer in writing within fourteen (14) days after delivery of the specific Products, under penalty of forfeiture of all rights.
- 13.5 Without prejudice to the foregoing, the Customer may no longer invoke a defect in the performance if it has not complained about it in writing no later than two (2) months after delivery of the specific Products and within a period of fourteen (14) days after it has discovered or reasonably should have discovered the defect.
- 13.6 The submission of a complaint shall not suspend the Customer's obligation to pay. The Customer remains obliged to take delivery and pay for any other Products ordered.

14. Reselling, maintenance and modification of the Products

- 14.1 The Products are specifically designed for the European Economic Area (EEA) and comply with the product safety legislation applicable there. DroneStars does not guarantee the suitability of the Products outside this market.
- 14.2 The Customer shall indemnify DroneStars against any claims by Third Parties and all costs to be incurred by DroneStars as a result of the resale or other marketing of the Products outside the EEA, including the violation of applicable international, European or national export control and sanctions laws.
- 14.3 DroneStars shall not be obliged to repair or be liable for any damage resulting from the failure to maintain or repair the Products in a timely and/or proper manner. The Customer shall indemnify DroneStars against all claims by Third Parties and all costs to be incurred by

DroneStars as a result of the failure to maintain or repair the Products in a timely and/or proper manner.

- 14.4 The Customer is not permitted to modify the Products or replace parts of the Products without the express consent of DroneStars, except for the purpose of regular maintenance.
- 14.5 The Customer shall indemnify DroneStars, even after DroneStars has given its consent, against all claims by Third Parties and all costs incurred by DroneStars as a result of the Customer modifying the Products or having them modified as referred to in Article 14.4.

15. Warranty and claims

- 15.1 Subject to the provisions elsewhere in these General Terms and Conditions, DroneStars warrants the soundness of the Products it delivers for twelve (12) months from the date of delivery.
- 15.2 DroneStars in no way warrants that the Products it sells are suitable for the purpose for which the Consumer or Customer has the Products. It is the responsibility of the Consumer or Customer to determine, prior to the conclusion of the Agreement, whether the Products to be purchased are suitable for the purpose and use by the Consumer or Customer.
- 15.3 In the event of a warranty claim, the Consumer or Customer remains obliged to purchase and pay for any other Products ordered. A (justified) warranty claim does not give the right to dissolve (in Dutch: *opzeggen*) the Agreement.
- 15.4 The warranty obligation of DroneStars contained in this article does not apply in any case if:
 - a. a defect results from the fact that DroneStars has received incomplete or incorrect information from the Consumer or Customer regarding the performance of the relevant Agreement;
 - b. a defect results from the fact that the Consumer or Customer has used the Products in a manner other than in accordance with the agreed or usual purpose of the Products;
 - 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 Consumer or Customer does not or has not properly or promptly fulfilled or complied with any obligations towards DroneStars under the underlying Agreement.
 - f. the statutory and/or DroneStars' instructions for the assembly, reassembly, use and/or inspection and maintenance of the Products have not been followed.
- 15.5 For items which DroneStars obtains from Third Parties, its obligations to the Consumer or Customer are never greater or of longer duration than the (warranty) obligations of these Third Parties to DroneStars.

Specific to the Customer:

- 15.6 In the event that DroneStars has failed to perform properly, DroneStars may, at its discretion, perform again, to supplement the delivery or to credit the Customer with a proportionate part of

the purchase price. DroneStars shall not be obliged to compensate the Customer for damages resulting from the inability to use the Products.

- 15.7 If DroneStars chooses to perform again, DroneStars shall determine the manner and time of performance. The Customer shall return defective Products to DroneStars at its first request and in accordance with DroneStars' instructions at its own expense. When DroneStars replaces (parts of) Products in fulfilment of its warranty obligations, these will become the property of DroneStars from the time of replacement.
- 15.8 Repair or replacement of the Products or reassembly does not interrupt or extend the warranty or claim periods. If non-wearing parts (e.g., an engine) are replaced, the Customer will again have a one (1) year warranty for this part.
- 15.9 Travel, shipping and accommodation costs incurred by DroneStars in connection with the (additional) Services to be performed/performed under this article shall be at the expense and risk of the Customer, unless otherwise agreed in writing.
- 15.10 Transport costs for redelivering the Products shall be at the Customer's expense and risk, unless otherwise agreed in writing.
- 15.11 DroneStars is entitled to suspend further deliveries until complaints prove to be unfounded, or have been remedied, or until DroneStars and the Customer have reached an agreement on the matter.
- 15.12 After the expiry of the period referred to in Article 15.1, all claims of the Customer based on non-performance, non-conformity or for any other reason shall lapse. The other provisions of this article shall also apply mutatis mutandis to such claims.

16. Limitation of liability and indemnification

- 16.1 Any claim for damages by the Consumer or Customer against DroneStars, with the exception of a claim recognised by DroneStars, shall be time-barred one (1) year after the date on which the Consumer or Customer has become aware of the damage and the liability of DroneStars.
- 16.2 The Consumer or Customer shall indemnify DroneStars against any liability and for all costs and damages incurred by DroneStars and Third Parties in connection with the use of the Products in a manner other than the agreed or customary use of the Products.
- 16.3 In no event shall DroneStars be liable for any damage if and in so far as it results from the failure of the Consumer, Customer or its employees or Third Parties to comply with the instructions of DroneStars or the failure of the Consumer, Customer or his or her employees or Third Parties to comply with the requirements for the use, control and/or maintenance of the Products or the equipment/hardware/software used in connection with the Products.

Specific to the Customer:

- 16.4 DroneStars is not liable in connection with or arising from an Agreement (yet to be concluded) with the Customer, or any other legal obligation (such as a wrongful act), for damage suffered by the Customer or Third Parties. This includes consequential damage, trading loss, suffered

loss, missed savings, damage due to business stagnation or damage resulting from claims of Third Parties against the Customer.

- 16.5 DroneStars shall not be liable for damage caused by acts or omissions of personnel employed by DroneStars or other persons whose services DroneStars uses, including recommendations or advice, unless there is intent or deliberate recklessness on the part of DroneStars.
- 16.6 The Customer must, within one (1) calendar month after it has become aware or could reasonably have become aware of a damage-causing fact, hold DroneStars liable for the damage suffered or to be suffered. Failing this, the Customer can no longer rely on this.
- 16.7 If, notwithstanding the foregoing, DroneStars is obliged (according to standards of reasonableness and fairness) to pay compensation, the liability of DroneStars towards the Customer, whether contractual or otherwise, shall in any case be limited to the amount paid out by DroneStars' liability insurance in the case in question.
- 16.8 In the event that, notwithstanding the above and more specifically Article 16.7, DroneStars is obliged (according to standards of reasonableness and fairness) to pay compensation, DroneStars' liability to the Customer, contractually or otherwise, shall in any case be limited to the invoice value of the Products purchased by the Customer that gave rise to the damaging event or (if this value is lower) to a total amount of EUR 5,000 in total per series of events with one and the same cause.
- 16.9 Any conditions limiting, excluding or establishing liability that can be asserted against DroneStars by its suppliers in connection with the delivered Products will also be asserted by DroneStars against the Customer.
- 16.10 Advice from DroneStars does not release the Customer from its obligation to examine the Products (each time) for their suitability for the purposes intended by it, and to take them out of use if necessary. The actual application and use of the Products is entirely at the expense and risk of the Customer. DroneStars is not liable for this.
- 16.11 The Customer is obliged to indemnify and hold DroneStars, its employees and parties engaged by it harmless in the event of claims by Third Parties in connection with the sale/delivery and the existence and/or use of the Products in respect of damage for which DroneStars is not liable under the Agreement.
- 16.12 The Customer shall never hold employees of DroneStars and parties engaged by DroneStars personally liable in connection with an Agreement. Employees of DroneStars or auxiliary persons engaged by DroneStars for the performance of the Agreement may invoke vis-à-vis the Customer all defences to be derived from the Agreement, as if they were parties to that Agreement themselves.

17. Safety measures and recall

- 17.1 The Consumer or Customer must inform DroneStars immediately if they know or suspect a potential safety defect in the Products.

- 17.2 The Consumer or Customer is obliged to immediately cooperate with (measures relating to) a safety warning, safety checks and replacement of (parts of) the Products for safety reasons.
- 17.3 The Consumer or Customer is also obliged immediately to cooperate in a recall of Products initiated by DroneStars.
- 17.4 Any damage or costs incurred by the Consumer or Customer in connection with the provisions of this Article 17 shall only be compensated up to the amount of the current market value of the delivered or retrieved Products. Loss of turnover and profit shall not be compensated.

18. Confidentiality

- 18.1 All information and data provided by DroneStars to the Consumer or Customer (including offers, designs, images, drawings, (company) films, photographs, stamps, know-how, models, plates, other image, sound and information carriers or other aids) of any kind and in any form whatsoever are and remain the property of DroneStars and are confidential. The Consumer or Customer must keep such information and data confidential and may not reproduce, disclose or make available such information and data available to Third Parties.
- 18.2 The Consumer or Customer may not copy, store, publish, reproduce or otherwise use text and/or visual material from the Website without the express permission of DroneStars.
- 18.3 The Consumer or Customer shall not be permitted to remove, alter or make invisible or illegible (in whole or in part) any identification marks or any indication on the Products affixed to the Products, such as CE marking, trade names, patents or other rights of the Products supplied by DroneStars.

19. Intellectual property

- 19.1 If intellectual property rights are created in the performance of the Agreement, DroneStars shall be deemed to be the creator, designer or inventor, respectively, of the works, models or inventions created. DroneStars shall have the exclusive right to apply for a patent, trademark or design. Furthermore, DroneStars becomes the exclusive copyright owner of created works.
- 19.2 All rights to the Products supplied by DroneStars, including intellectual property rights, belong exclusively to DroneStars or its licensors. DroneStars does not transfer any intellectual property rights to the Consumer or Customer in the performance of the Agreement.
- 19.3 If the Product or Service to be provided by DroneStars consists (in part) of the provision of software, the source code is not transferred to the Consumer or Customer. The Consumer or Customer acquires a non-exclusive, worldwide and perpetual licence to use the computer software exclusively for the normal use and proper operation of the Product. The Consumer or Customer may not transfer the licence or sublicense the software. If the Consumer or Customer sells the Product to a Third Party, the licence passes by operation of law to the acquirer of the Product.
- 19.4 DroneStars shall not be liable and the Consumer or Customer shall indemnify DroneStars for infringements of intellectual property rights of Third Parties caused by DroneStars' performance

of the Agreement or by combining all or part of Products supplied by DroneStars with equipment or products not originating from DroneStars or caused by changes made to the Products supplied by DroneStars without DroneStars' consent.

20. Retention of title and securities

- 20.1 The Products delivered by DroneStars remain its property until the Consumer or Customer has fulfilled all its obligations under the Agreement, including claims for non-performance of an Agreement (such as interest, costs and fines), all as referred to in Article 3:92 of the Civil Code. The Consumer or Customer shall not have a right of retention on the Products.
- 20.2 The Consumer or Customer is obliged, with respect to all Products subject to DroneStars' retention of title, to take reasonable actions, to grant DroneStars access to those Products and to inform DroneStars immediately in writing of any action by Third Parties which relates or may relate to the delivered Products in a manner detrimental to DroneStars.
- 20.3 DroneStars has the right to take back (or have taken back) Products delivered to the Consumer or Customer that have remained the property of DroneStars when the Consumer or Customer does not fulfil their obligations or DroneStars has reason to believe that the Consumer or Customer will not fulfil their payment obligations. The Consumer or Customer is obliged to make this return possible. The costs associated with the repossession shall be borne by the Consumer or Customer. When the Products are taken back, the Consumer or Customer will be credited on the basis of the invoice value, or, in case of damage to the Products, on the basis of the fair market value.
- 20.4 The Consumer or Customer is obliged to inform Third Parties (such as trustees and bailiffs who claim any right to the Products to which DroneStars has a retention of title) of DroneStars' retention of title. The Consumer or Customer must immediately notify DroneStars in writing by letter and e-mail in the aforementioned case.

Specific to the Customer:

- 20.5 Except in the ordinary course of business, the Products may not be resold, used or encumbered by the Customer with any security right as long as they are subject to DroneStars' retention of title.
- 20.6 The retention of title revives in the situation where Customer has fulfilled all its obligations at any time, but new obligations arise for Customer from a new Agreement.
- 20.7 DroneStars reserves the right of retention with regard to all products that are located at the premises of DroneStars and are intended for the Customer, as long as the Customer has not fulfilled its obligations.
- 20.8 Regardless of the agreed payment conditions, the Customer shall be obliged (in each case) to provide further security for the fulfilment of its obligations to DroneStars at DroneStars' first request at its discretion. Security may consist of, inter alia, the provision of a bank guarantee or the payment of advance payments in the amounts indicated by DroneStars. DroneStars shall

not owe interest on advance payments. If the Customer does not comply with them within the period specified by DroneStars, the Customer shall be immediately in default.

21. Attributable non-performance, the right of suspension and termination of the Agreement

- 21.1 The Consumer shall be deemed to be in default by operation of law and the Consumer's (remaining) debt to DroneStars shall be immediately due and payable when:
- a. the Consumer files for its own bankruptcy, is declared bankrupt, applies for suspension of payments or applies for admission to the Natural Persons Debt Rescheduling Act;
 - b. the Consumer does not or not fully comply with any obligations towards DroneStars under the law or contractual conditions;
 - c. the Consumer fails to pay an invoice amount due to DroneStars within the fourteen (14) day period specified in the reminder;
 - d. all or part of the Consumer's assets are seized;
 - e. a situation similar to a. to d. occurs under the law of the country of residence of the Consumer.
- 21.2 The Customer shall be deemed to be in default by operation of law and the (remaining) debt of the Customer towards DroneStars shall be immediately due and payable when:
- a. the Customer files for its own bankruptcy, is declared bankrupt or applies for suspension of payments;
 - b. a decision is made and/or the Customer is liquidated or a decision is made to dissolve the Customer's business activities, or to sell Customer's business activities, or the nature of the Customer's business activities changes materially in DroneStars' opinion;
 - c. the Customer does not or not fully comply with any of its obligations towards DroneStars under the law or contractual conditions;
 - d. the Customer fails to pay an invoice amount owed to DroneStars within the time limit specified;
 - e. an attachment is levied on all or part of the Customer's assets;
 - f. a director of the Customer is subject to a civil company directors disqualification;
 - g. a situation similar to a. to f. arises under the law of the country where the Customer is located.
- 21.3 DroneStars shall, in the instances referred to in Article 21.1-21.2, be entitled to suspend its obligations or to terminate (in Dutch: *ontbinden*) the Agreement, in whole or in part, with immediate effect and without judicial intervention, all without prejudice to DroneStars' other rights, such as rights in respect of fines already due, interest and the right to damages.
- 21.4 DroneStars shall not be liable to pay any compensation to the Consumer or Customer in the event of termination of the Agreement in accordance with the provisions of this Article 21.
- 21.5 In the event of termination, DroneStars shall be entitled to take back the Products, free of all rights of the Consumer or Customer.

- 21.6 Upon termination of the Agreement, provisions which by their nature are intended to continue shall remain in force.

22. Applicable law and competent court

- 22.1 Any Offer by DroneStars, any Agreement concluded between the Parties and these General Terms and Conditions shall be governed by Dutch law.
- 22.2 All disputes in connection with or arising out of an Agreement shall be submitted in the first instance to the competent court under Dutch law.

4 October 2023

Annex I - Company details and complaints by Consumer or Customer

Company details

DroneStars B.V. Arnolduspark 16 2132 CR Hoofddorp The Netherlands	T: 085 - 273 6905 E: info@dronestars.nl W: www.dronestars.nl	Chamber of Commerce: 64923517 IBAN: NLRABO0308285336 BIC: RABONL2U VAT: NL855904811B01
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Complaints

Complaints about (the delivered) Products or Services or about invoices and other correspondence can be addressed by the Consumer or Customer in writing to info@dronestars.nl.

DroneStars shall respond in writing as soon as possible, but in any event within fourteen (14) days of receiving the complaint from the Consumer or Customer. If DroneStars is unable to provide a substantive or final response within this period, DroneStars shall confirm receipt of the complaint in writing within fourteen (14) days and give the Consumer or Customer an indication of the period within which DroneStars expects to be able to provide a substantive or final response.

Annex II - Instruction for withdrawal / dissolution by the Consumer

Right of withdrawal

You have the right to withdraw from the Agreement within a period of fourteen (14) days without giving reasons.

Cooling-off period or cancellation period

The cooling-off period expires fourteen (14) days from the day:

- a) of the conclusion of the Agreement (in the case of a service agreement),
- b) on which you or a third party designated by you, other than the carrier, take physical possession of the Product (in the case of a contract of sale) or
- c) on which you or a third party designated by you, other than the carrier, take physical possession of the last Product (in the case of a contract where you have ordered several Products in the same order which are delivered separately).

To exercise the right of withdrawal, you must inform us of your decision to withdraw from the Agreement by a clear statement (e.g., in writing by post or e-mail) at the business address given below. You may, but are not obliged to, use the attached model form for withdrawal/dissolution for this purpose.

You may also complete and send the model withdrawal form or any other clear statement electronically via our website www.dronestars.nl. If you use this option, we will promptly send you an acknowledgement of receipt of your withdrawal on a durable medium (e.g., by e-mail).

To comply with the cooling-off period, it is sufficient to send your notice on your exercise of the right of withdrawal before the cooling-off period has expired.

Consequences of withdrawal

If you withdraw from the Agreement, you will receive back from us all payments made by you up to that point, including delivery costs (with the exception of any additional costs resulting from your choice of a mode of delivery other than the cheapest standard delivery offered by us) without delay and in any event no later than fourteen (14) days after we have been informed of your decision to withdraw from the Agreement.

We will refund you using the same means of payment with which you made the original transaction, unless you have expressly agreed otherwise; in any case, you will not be charged for such refunds.

We may delay the refund until we have received the Products back, or you have demonstrated that you have returned the Products, whichever comes first.

You must return or hand over the Products (with all accessories and in their original packaging together with a copy of the invoice) to us without delay, but in any event no later than fourteen (14) days from the day on which you communicate the decision to withdraw from the Agreement to us. You are on time if you return the Products before the fourteen (14) day period has expired.

You will bear the direct costs of returning the Products. You must ensure sufficient postage for the package.

You are obliged to handle the Product and its packaging with care during the cooling-off period. You are liable for any depreciation of the Products resulting from the use of the Products beyond what is necessary to establish the nature, characteristics and functioning of the Products.

If you have requested that the performance of Services begin during the cooling-off period, you shall pay an amount proportionate to what has already been delivered at the time you have notified us that you are withdrawing from the Agreement, compared to the full performance of the Agreement.

If you do not comply with this instruction and Article 12 of these Terms and Conditions, there can be no withdrawal of the Agreement and the purchase price will not be refunded.

Annex III - Model form for withdrawal / dissolution by Consumer

Complete and return this form only if you wish to withdraw from / dissolve the Agreement

- To: DroneStars B.V.
Arnolduspark 16, 2132 CR Hoofddorp, The Netherlands
E-mail: info@dronestars.nl

Order details

- I hereby notify DroneStars that I withdraw from our Agreement relating to the sale of the following
Products and/or provision of the following Services:

- Ordered on: _____ and/or received on: _____

Consumer details

- First name and surname: _____
- Address: _____
- Postcode and city: _____
- Signature: _____
Only when this form is submitted on paper
- Date: _____