



## GENERAL TERMS AND CONDITIONS

### 1 General

- 1.1 These general conditions shall apply to all offers and agreements made by EuroUSC-Benelux™ BV headquartered in Rijen, The Netherlands, referred to as "EuroUSC-Benelux™" throughout this document, and to the performance of all work by EuroUSC-Benelux™.
- 1.2 The customer is defined as any natural or legal person (including but not limited to an individual, company, institute or authority) that purchases the goods or services produced by EuroUSC-Benelux™.
- 1.3 Any departure from these general conditions shall only be allowed if and insofar as the parties so agree in writing.
- 1.4 Conditions made by the Customer shall not bind EuroUSC-Benelux™, unless and insofar as they have been expressly accepted in writing by EuroUSC-Benelux™, and they shall only apply with respect to the agreements specifically targeted in that respect.

### 2 Offers and orders

- 2.1 If EuroUSC-Benelux™ has stated that an offer is free of obligations, EuroUSC-Benelux™ may revoke the offer within eight working days after it receives acceptance of such offer from the Customer.
- 2.2 Agreements shall only bind EuroUSC-Benelux™ if and insofar as they have been confirmed in writing by EuroUSC-Benelux™.
- 2.3 Unless expressly stipulated otherwise in the offer, an offer shall be based upon the performance of the work during normal office hours and workdays.

### 3 Performance of the agreement

- 3.1 EuroUSC-Benelux™ shall be entitled to engage third parties in order to perform the agreement.
- 3.2 As far as required, the Customer shall ensure that EuroUSC-Benelux™'s employees shall be allowed to access the grounds, premises and/or projects and that all required formalities hereto related shall have been fulfilled. In addition, the Customer shall ensure, for example if the EuroUSC-Benelux™ work is carried out on a site which is (partially) supervised by the Customer, that safety requirements imposed by statutes and/or regulations governing the work and working conditions are strictly observed.
- 3.3 The Customer shall at all times ensure that EuroUSC-Benelux™ is provided in a timely manner with all relevant, data, information and documentation, available and/or required, which is or may be conducive to properly executing the commissioned work. The safety regulations referred to in 3.2 shall be taken to be included in this respect.



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- 3.4 The Customer shall be responsible for the accuracy of the provided data, information and documentation, and shall be liable for any and all direct or indirect loss and/or damage whatsoever resulting from or relating to the incorrectness of such data, information and documentation (including such loss and/or damage incurred by EuroUSC-Benelux™ as may be caused by unnecessarily engaging an assessor, flight examiner or inspector). Moreover, the Customer shall indemnify EuroUSC-Benelux™ from any claims with respect to any of the above-mentioned losses and/or damage.
- 3.5 The Customer to notify EuroUSC-Benelux™ within 7 days in respect of changes to the structure of the Customer including but not limited to change of Senior Management, change of Accountable Manager, change of Company Name, transfer of Production Rights.
- 3.6 All documents issued by the Customer's's Accountable Manager must be under Document Control and contain as a minimum a Reference Number, Issue Number and Amendment Log or as specified by the Quality Management System.
- 3.7 All relevant UAS/RPAS used by the Customer must be compliant with national standards before use and before any application to EuroUSC-Benelux™.
- 3.8 The Customer to obtain EuroUSC-Benelux™ written authorisation prior to incorporation of any design or component changes in the UAS/RPAS fleet.
- 3.9 The Customer including all Pilots and Pilot Instructors must take note of and comply with relevant information circulated by EuroUSC-Benelux™ including information contained in Technical Bulletins, Safety Notices, updates to BNUC-S™ / BNUC™ Standards and any other applicable Standards.
- 3.10 Mandatory Occurrence Reporting – the Customer must advise EuroUSC-Benelux™ within 24 hours in the event of any incident involving a UAS/RPAS. The statutory obligation for reporting incidents to the National Authority still remains.
- 3.11 BNUC-S™ Pilots certificates are only valid for the named Organisation and approved aircraft rating and limited to the validity time. A Pilot-In-Command must ensure the validity of the BNUC-S™ and must act in accordance with national regulations.
- 3.12 The UAS/RPAS must have a mechanism (Black Box) to record the Flight Control System data for each flight undertaken. This unedited data to be transmitted directly to EuroUSC-Benelux™ by the Customer on request.
- 3.13 The Customer must hold all the necessary and appropriate Insurances, such as product liability and third party liability insurance.
- 3.14 Recommendations issued by EuroUSC-Benelux™ enable the National Aviation Authority (NAA) to issue a Permission, Exemption or Operator Certificate without further investigation. However, it should be borne in mind that the NAA does reserve the right not to issue a Permission, Exemption or Operator Certificate or to suspend a Permission, Exemption or Operator Certificate on its own or on a recommendation by EuroUSC-Benelux™.
- 3.15 Should the NAA decline to issue a Permission, Exemption or Operator Certificate on application for whatever reason then EuroUSC-Benelux™ reserves the right to terminate the statement of work and invoice for the balance of work completed unless agreed otherwise.



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- 3.16 Any document provided by EuroUSC-Benelux™ to the customer, does not exempt the customer from complying with national and/or international regulations. Additional terms and conditions may apply for specific goods or services.
- 3.17 EuroUSC™ reserves the right to change procedures and conditions in accordance with their European UK CAA CAP 553 A8-22 Approval, the EASA Basic Regulation 216/2008 Annex V or other approval which may be published or come in to effect from time to time.

### 4 Prices

- 4.1 EuroUSC-Benelux™ shall be entitled to charge any such rates for the performance of the agreement as may be valid at the time. EuroUSC-Benelux™ shall be entitled to increase these rates if the costs and/or prices upon which these rates are based rise.
- 4.2 Travel and subsistence expenses shall be charged, unless expressly agreed otherwise.
- 4.3 All prices stated by EuroUSC-Benelux™ in its offers shall be exclusive of Value-Added Tax or any other governmental levies, unless otherwise stated.
- 4.4 Unless expressly agreed otherwise, any overtime work, including evening and night work, and any work on Saturdays, Sundays as well as public holidays shall be accountable to the Customer, at the rates applicable in this respect.
- 4.5 Any delay in the performance of the agreement due to circumstances, which are not due to EuroUSC-Benelux™ and/or could not reasonably be foreseen by EuroUSC-Benelux™, shall be accounted for by the Customer.

### 5 Payment

- 5.1 Unless agreed otherwise, payment shall be made within 15 days of the invoice date by remitting the outstanding amount in the agreed upon currency into the bank or giro account stated in the invoice. The date of payment shall be considered to be the date on which the amount is credited to the bank or giro account of EuroUSC-Benelux™.
- 5.2 EuroUSC-Benelux™ shall be entitled to use any payments by the Customer to first pay for any outstanding interest and subsequently satisfy costs for the invoices which are longest overdue, even if the Customer states that the payment relates to a later invoice.
- 5.3 The Customer shall not be entitled to invoke any discount or set-off when paying.
- 5.4 After the term for payment has expired, the Customer shall be in default and shall owe interest in the amount of the statutory rate plus 2 percent. After the end of every year, the sum on which interest is due according to the previous sentence shall be increased by the interest due for that year.

### 6 Additional-legal costs



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- 6.1 If the Customer defaults in the performance of any of its obligations, then all reasonably incurred additional-legal collection costs shall be for the account of the Customer. The Customer shall in any case pay:
- 15% on the first €2500
  - 10% on any higher sum up to €5100
  - 8% on any higher sum up to €14500
  - 5% on any higher sum up to €59000
  - 3% on any higher amount



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- 6.2 If EuroUSC-Benelux™ proves to have incurred higher costs, which were reasonably necessary, these costs shall also be capable of being reimbursed.

### 7 Legal costs

- 7.1 The Customer shall reimburse all costs, which EuroUSC-Benelux™ has reasonably incurred in relation to any court proceedings in which the Court has wholly or partially awarded judgment against the Customer. These costs shall in any case include the fees of external experts, process servers and attorneys, even if such costs exceed the sum awarded by the Court.

### 8 Term of the agreement

If the agreement is entered into for an indefinite period of time, the Customer shall be entitled to terminate the agreement by giving notice of termination, duly observing a minimum notice period of three months.

### 9 Extra work

- 9.1 If an extension or modification of the order leads to a price increase or an extension of the required time, EuroUSC-Benelux™ shall prior to starting the work on such modified order notify the Customer thereof.
- 9.2 If additional wishes of the Customer lead to such a change in the agreed upon work that EuroUSC-Benelux™'s performance under this agreement increases in weight of scope, such increase shall constitute extra work in respect of which additional fee may be required according to the rates applicable.
- 9.3 If EuroUSC-Benelux™ believes that extra work is involved, it shall notify the Customer thereof in writing as soon as possible. EuroUSC-Benelux™ shall include an estimate of the extra time required for completing the work and of the costs involved

### 10 Time periods

- 10.1 Periods of time notified to or by EuroUSC-Benelux™ shall never be considered as final deadline unless expressly agreed otherwise in writing. In the event of any late performance by EuroUSC-Benelux™, EuroUSC-Benelux™ shall, in such cases where performance is still possible, be declared in default and be granted a reasonable extra term in order to meet its obligations. This extra time period shall depend upon customary practice in this line of industry. If the extra time period term is exceeded, the Customer shall, except for Force Majeure within the meaning of Article 13, be entitled to dissolve the agreement, provided that the work has not yet been initiated. EuroUSC-Benelux™ shall not be liable for damages in such case.

### 11 Confidentiality



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- 11.1 Both parties shall maintain confidential information, technical data, and/or documentation and any other information of the other party, which is regarded as confidential. Such confidentiality shall extend to the contents of the agreement. Moreover, the Customer shall observe the confidentiality of all information relating to the manner in which EuroUSC-Benelux™ has performed the agreement, except if EuroUSC-Benelux™ authorizes the disclosure of such information. The confidentiality obligations shall not apply to any information which is required to be disclosed by law, regulation, or court or governmental order.
- 11.2 The parties shall not make available any such data and information as referred to in this Article to third parties, and shall only disclose such data and information to their employees insofar as disclosure shall be necessary to perform the agreement.
- 11.3 The parties shall make every reasonable endeavour to ensure the confidentiality of the data and information referred to in this Article. The parties shall ensure that their employees also observe their duty of confidentiality.

## 12 Copyright

- 12.1 All intellectual and industrial property rights in reports, certificates, advice, audio-visual material and other records provided to the Customer (including any on-line reports obtained with the aid of computer connections or telecommunications equipment) shall be exclusively vested in EuroUSC-Benelux™ and the European UAV Systems Centre Limited (EuroUSC™). The Customer may only disclose such documents and material to third parties or grant a right to use, after fulfilling all its obligations to EuroUSC-Benelux™ and after obtaining the express prior written authorization of both EuroUSC-Benelux™'s and the European UAV Systems Centre Limited (EuroUSC™).

## 13 Force majeure

- 13.1 If the performance of the agreement is prevented or seriously hampered due to any circumstance beyond EuroUSC-Benelux™'s control ("overmacht"), its obligations shall be suspended. During the period in which EuroUSC-Benelux™ cannot fulfil its obligations because of such force majeure, the Customer may not dissolve the agreement and EuroUSC-Benelux™ shall not be liable to pay any damages.
- 13.2 If EuroUSC-Benelux™ has already completed part of its obligations when the instance of force majeure occurs, or is able to accomplish only part of its obligations, EuroUSC-Benelux™ shall be entitled to invoice separately for the completed and the uncompleted work.
- 13.3 Force majeure within the meaning of this Article shall be considered to occur if the performance is prevented by strike (including strikes at EuroUSC-Benelux™), lock-out, upheaval, disturbance, rebellion, government measures and/or measures imposed by other authorities, accidents and any other impediments beyond the control of EuroUSC-Benelux™.
- 13.4 EuroUSC-Benelux™ shall also have the right to invoke force majeure, if the circumstance preventing further performance occurs after the date on which EuroUSC-Benelux™ should have performed its obligations.



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### 14 Complaints

- 14.1 In the event of complaints with respect to the EuroUSC-Benelux™'s work, the Customer shall file such a complaint within three workdays after he noticed or could have noticed the irregularities and/or damage. Once this term has expired, any right to damages and/or repair of any irregularity shall lapse.
- 14.2 Complaints shall be notified as precisely as possible, per registered letter or facsimile, stating all relevant details, including report, certificate, invoice and letter numbers.
- 14.3 Any rights which the Customer has under a timely filed complaint shall lapse if the Customer fails to invite EuroUSC-Benelux™ to attend any investigation to be held by the Customer or if the Customer fails to grant EuroUSC-Benelux™ the opportunity to conduct a counter-investigation.
- 14.4 If EuroUSC-Benelux™ deems the complaint to be valid, it shall repair the irregularities insofar as possible, within the bounds of reason and fairness.
- 14.5 The Customer shall remain under the obligation to pay for orders placed, even if the Customer files its complaint on time.

### 15 Liability

- 15.1 By entering into an agreement, EuroUSC-Benelux™ assumes the obligation to make its best endeavour rather than achieve a specific result.
- 15.2 EuroUSC-Benelux™ shall not be held liable for any direct and/or indirect loss and/or damage resulting from any improper performance of its obligations or from any wrongful act towards the Customer unless such loss and/or damage ensues from intentional acts or omissions or gross negligence ("opzet of grove schuld") on the part of EuroUSC-Benelux™ its managing directors or executives.
- 15.3 If no limitation of liability applies, EuroUSC-Benelux™'s liability shall be limited to a maximum of the value of the contract performed up to that point in time. EuroUSC-Benelux™ shall at all times be entitled to repair such damage itself or to have it repaired. In any event the offer of such repair shall not be construed as admission of liability by EuroUSC-Benelux™.
- 15.4 Liability within the meaning of Article 15.3 shall be limited to € 2,500.
- 15.5 Any legal claim filed against EuroUSC-Benelux™ shall lapse one year after the performance of the work with respect to which the claim has been filed, except if the irregularity which gave rise to the claim could not have been noticed within such period. In the event that the Customer could not have noticed the irregularity within the above-mentioned one-year term, the provision of Article 15.4 shall apply accordingly however, in such case any legal claim shall lapse thirty days after the date on which the Customer noticed or could have discovered the irregularity Any liability of EuroUSC-Benelux™ shall in any case lapse two years after its performance of the work.
- 15.6 Any right to damages shall lapse if the Customer fails to commence legal proceedings within 6 months of receiving written notification of SOS's definitive rejection of the alleged claim.



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- 15.7 The Customer shall at all times indemnify EuroUSC-Benelux™ from third-party claims for damages, if EuroUSC-Benelux™ could not be held liable for such damage on the basis of these General Conditions. In particular, the Customer shall compensate EuroUSC-Benelux™ for the costs, loss and/or damage and interests which may ensue from such third-party claims.
- 15.8 EuroUSC-Benelux™ shall not accept responsibility or liability for decisions taken on the basis of any reports and/or certificates issued.

### 16 Dissolution and suspension

- 16.1 If any of the following circumstances occurs, EuroUSC-Benelux™ shall be entitled to suspend further performance of the agreement or dissolve the agreement, without prejudice to its right to claim damages.
- 16.2 Such shall be the case if:
- Any property of the Customer is attached, if the Customer is granted a moratorium or is declared bankrupt;
  - The Customer defaults in any obligations towards EuroUSC-Benelux™; or
  - EuroUSC-Benelux™ has sufficient reason to fear that the Customer is not or shall not be able to fulfil its obligations arising from the agreement and if the Customer fails to provide sufficient security for the performance of its obligation to the satisfaction of EuroUSC-Benelux™.
- 16.3 If any of the situations listed in Article 5.16.1 occurs, EuroUSC-Benelux™ shall be entitled to decide that the total amount owing by the Customer shall be immediately due and payable.
- 16.4 In the event of unforeseen circumstances which are of such a nature that the performance of the agreement is impossible or becomes so burdensome or costly that EuroUSC-Benelux™ cannot be reasonably required to perform the agreement, in relation to persons and/or material which EuroUSC-Benelux™ employs or customarily employs to perform the agreement, EuroUSC-Benelux™ shall be entitled to dissolve the agreement without any obligation to pay damages.
- 16.5 In the event of any termination of the agreement, the Customer shall pay EuroUSC-Benelux™ at least for the work it has already performed. This provision shall not affect any other of EuroUSC-Benelux™'s rights.
- 16.6 If the Customer terminates an agreement concluded for an indefinite period of time, EuroUSC-Benelux™ shall, with respect to the remaining period, have the right to a reasonable remuneration, equivalent to a minimum amount of 75% of the average sum which was charged per month until the agreement was terminated. The above-mentioned provision shall also apply in the case of an agreement concluded for an indefinite period of time, if the Customer fails to observe the notice period mentioned in Article 8. The right to such supplementary remuneration shall lapse if the termination is the result of any improper performance on the part of EuroUSC-Benelux™.





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### 17 Choice of law and disputes

- 17.1 The laws of the Netherlands shall apply to all agreements agreed between EuroUSC-Benelux™ and the Customer.
- 17.2 Unless the parties agree otherwise in mutual consultation, all disputes shall be brought before the District Court of Oost-Brabant. This provision shall not affect EuroUSC-Benelux™'s right to file proceedings in any other court competent to hear the dispute, in accordance with the law or the relevant international treaty.