

TERMS AND CONDITIONS ACECORE TECHNOLOGIES JL B.V.

ARTICLE 1 – GENERAL

1. Acecore Technologies JL B.V.: the private company with limited liability Acecore Technology JL B.V., established in Oss: (hereinafter referred to as: Acecore)
2. Terms and Conditions: these Terms and Conditions of Acecore
3. Other Party/Contracting Party: the Party that instructs Acecore to develop and/or to deliver products.
4. Agreement: the delivery of the goods that Acecore sells, including drones and all related products.
5. Goods/items/products: the goods/items/products that are developed or supplied by Acecore.
6. In writing: by letter, by email, by fax or any other means of communication which, in view of the current state-of-the-art technology and generally accepted standards, can be considered equivalent to this.

ARTICLE 2 – SCOPE

1. These Terms and Conditions apply to all legal relationships between the Other Party and Acecore. Amendments to these Terms and Conditions are only applicable if they have been laid down explicitly and in writing by both Parties.
2. The Terms and Conditions also apply to all agreements with Acecore that require the performance of services by third parties.
3. The applicability of the Other Party's Terms and Conditions or other conditions is hereby expressly excluded.
4. If one or more of provisions of these Terms and Conditions are null and void or are nullified, the remaining provisions of these Terms and Conditions will continue to apply.
5. Deviations from the Terms and Conditions are only valid if they have been agreed in advance and in writing by Acecore and the Other Party.
6. These Terms and Conditions may be amended or supplemented at any time. The amended Terms and Conditions shall subsequently also apply to Agreements already concluded, with due observance of a period of one month after written notification of this amendment.
7. If Acecore deviates once from the Terms and Conditions, this does not automatically mean that the same applies in future cases.
8. If Acecore has previously declared its Terms and Conditions applicable to an Agreement with the Other Party, the Other Party shall be deemed to be familiar with these Terms and Conditions. The Terms and Conditions also apply to future orders.

ARTICLE 3 – OFFERS AND AGREEMENTS

1. All Acecore price quotations and offers are non-binding, unless a term for acceptance has been stipulated in the quotation. A quotation shall lapse if the product to which the quotation relates is no longer available.
2. Acecore cannot be held to its price quotations or offers if the Other Party can reasonably understand that the price quotations, or a part thereof, contain an apparent mistake or writing error.
3. The prices stated in a price quotation are exclusive of VAT and other government levies, any costs to be incurred within the framework of the Agreement, including travel and accommodation, shipping and administration costs, unless indicated otherwise.
4. If acceptance (whether on minor points or not) deviates from the offer included in the price quotation, Acecore is not bound by it. In this case, the Agreement will not be concluded with this deviating acceptance, unless Acecore indicates otherwise.
5. A composite price quotation shall not oblige Acecore to execute a part of the agreement against a corresponding part of the given price. Offers or price quotations do not automatically apply to future orders.

6. Amendments to an agreement once concluded shall only be effective as soon as and to the extent that they have been expressly agreed in writing or explicitly confirmed by Acecore.
7. Orders accepted through Acecore's representatives, agents and other intermediaries, will be executed unless rejected in writing or by telephone within a reasonable period of time.
8. If after the conclusion of the Agreement but before the time at which Acecore actually delivers, the prices of raw materials, value added tax (or any national or European tax whatsoever), import tax, import duties or any other duty, wages or freight costs increases, or if Acecore's purchasing price in Euros increases as a result of a change in exchange rates, the Other Party shall be obliged to pay to Acecore, in addition to the agreed price, the amount to be paid by way of the aforementioned increases or one of them or with the aforementioned amendment.
9. If Acecore provides or shows an image, sample or model, this must be deemed to have been shown only as an indication without the item having to comply with it. This is different if it has been expressly agreed that the item will correspond to this.
10. The Agreement between Acecore and the Other Party is concluded by means of a written confirmation of the contents of the Agreement by Acecore to the Other Party.
11. The Agreement is deemed to have also been concluded if the behaviour of the Other Party and/or Acecore shows that the Agreement is actually being executed.

ARTICLE 4 - DELIVERY

1. If a term has been agreed or given for the delivery of certain items, this is never a final deadline. If a term is exceeded the Other Party must therefore give Acecore notice of default in writing. Acecore must be given a reasonable period in which to still execute the Agreement. If the Other Party refuses to take delivery of the items the resulting costs may be charged to the Other Party; moreover, in that case Acecore has the right to terminate the Agreement, without prejudice to its right to compensation.
2. Delivery takes place by delivery of goods to or at the agreed location.
3. Transport / sending of the items by Acecore shall be 'ex works' (ex-works of Acecore), in accordance with the most recent Incoterms, unless otherwise agreed by the Parties. The acceptance of the goods by the carrier, without being stated on the consignment note or receipt, serves as proof that the goods were in good condition.
4. The risk of loss and or damage to the goods shall pass from one Party to the other Party at the time of delivery in accordance with the applicable Incoterms. The Other Party is therefore responsible for all costs and risks associated with the transport of the goods from the location of Acecore to the desired destination.
5. Acecore is entitled to execute the Agreement in parts and/or to invoice the goods that have been delivered and/or partially delivered separately.
6. If the Agreement is executed and/or delivered in stages, Acecore shall be entitled to postpone the performance those parts belonging to a subsequent stage until the Other Party has approved in writing and/or paid for the results of the preceding stage.
7. If Acecore needs information from the Other Party for the execution the Agreement, the period for completion or delivery starts after the Other Party has fully and correctly informed Acecore.

ARTICLE 5 – FORCE MAJEURE

1. Acecore is not obliged to fulfil any obligation against the Other Party if it is hindered to do so as a result of a circumstance that cannot be attributed to any fault and for which it is not responsible by virtue of the law, a legal act or generally accepted practice.

2. With respect to Acecore, force majeure in these conditions means any circumstance, both foreseen and unforeseen, as a result of which the Other Party can no longer reasonably be expected to comply with the Agreement, including but not limited to: war, sabotage, insurrection, riot or other turmoil, hostile acts, transport malfunctions, strikes, accidents, fire, explosion, storm and other natural disasters, shortage of workers, shortage of fuel, technical defects, devaluation and inflation, as well as impeding government measures such as a sudden increase in import duties and excise duties and/or taxes and delayed or failure of delivery by the manufacturer. Acecore is also entitled to invoke force majeure if the circumstance rendering (further) fulfilment of the Agreement, occurs after Acecore should have had complied with its obligation.
3. Acecore may suspend its obligations under the Agreement for the duration of the force majeure. If this period lasts longer than two months, each of the Parties is entitled to terminate the Agreement, with no obligation to pay damages to the Other Party.
4. If Acecore at the time of the occurrence of force majeure has already partially fulfilled its obligations under the Agreement or will be able to fulfil them, and if the part already fulfilled or still to be fulfilled has independent value, Acecore is entitled to invoice the part already fulfilled or still to be fulfilled separately. The Other Party is obliged to pay this invoice as if it were a separate Agreement.

ARTICLE 6 – WARRANTIES, INVESTIGATION AND CLAIMS, LIMITATION PERIOD

1. The items to be delivered by Acecore comply with the customary requirements and standards that can reasonably be set for them at the time of delivery and for which they are intended under normal use in the Netherlands. The warranty referred to in this Article shall apply to items intended for use within the Netherlands. In the case of use outside the Netherlands, the Other Party must verify whether the use of the items is suitable for use there and comply to the conditions that are set for them. Acecore can set other warranty and other conditions with regard to the items to be delivered or the work to be executed.
2. Acecore never gives any warranty on batteries.
3. Acecore gives no warranty on the materials it has purchased. Acecore gives no warranty on the hardware that has not been developed by it. Other Party must invoke this warranty directly with the supplier.
4. If the Other Party has executed a test flight in the presence of Acecore and it appears that the goods comply with the customary requirements and standards, the Other Party cannot yet invoke a failure in the delivered goods.
5. The duration of the warranty referred to in Paragraph 1 of this Article shall be agreed in writing per item and/or good in the order. This warranty only relates to the hardware developed by Acecore itself. If the warranty provided by Acecore relates to an item produced by a third party, the warranty is limited to the warranty provided by the producer of the item, unless stated otherwise. The warranty is determined in accordance with the warranty declaration provided by Acecore. Failure to provide a warranty declaration means that no warranty is provided. The Other Party must therefore see to it that that it receives the warranty declaration in question.
6. Any form of warranty shall lapse if a failure has occurred as a result of reckless or improper use thereof, incorrect storage or maintenance thereof by the Other Party and/or by third parties when, without the written consent from Acecore, the Other Party or third parties have made changes to the item or have tried to make changes to it or if these have been processed in a way different from that which was prescribed (also including overpackaging in packaging units other than the original). Nor is the Other Party entitled to a warranty if the failure has occurred due to or as a result of circumstances beyond the control of Acecore, including weather conditions (such for example, but not limited to, extreme rainfall or extreme temperatures), et cetera. The Other Party adhere to Acecore's maintenance manual. If the Other Party acts contrary to this manual, any warranty will also lapse.
7. If the Other Party itself adds parts to the supplied drones that do not originate from Acecore, there is no warranty claim.

8. The Other Party is obliged to examine the delivered items (or have them examined) immediately at the time the items are made available to it. In addition, the Other Party must examine whether the quality of the delivered goods corresponds to what has been agreed and meets the requirements that the Parties have agreed in this respect. Any visible defects must be reported to Acecore in writing within seven days of delivery. Any invisible defects must be reported to Acecore in writing immediately, but in any case no later than fourteen days after their discovery. The report must contain a detailed description of the defect, so that Acecore is able to respond appropriately. The Other Party must Acecore give the opportunity to investigate a complaint (or have it investigated).
9. If the Other Party submits a complaint in good time this does not suspend its payment obligation. In that case, the Other Party will also remain obliged to purchase and pay for the other items ordered.
10. If a failure is reported later than referred to in this Article, the Other Party will no longer be entitled to repair, replacement or compensation.
11. If it has been established that an item is defective and a claim has been made in this regard in good time, Acecore will replace or arrange for the replacement of the defective item within a reasonable period of time after it has been returned or, if it is not reasonably possible to return it, after receiving a written notification regarding the defect from the Other Party, at the discretion of Acecore, or pay the Other Party a replacement fee for this. In the event of replacement, the Other Party shall be obliged to return the replaced item to Acecore and to grant ownership thereof to Acecore, unless Acecore indicates otherwise. Acecore is never obliged to reimburse any additional costs. The Other Party cannot derive any rights for the future from Acecore's choice.
12. If it has been established that a complaint is unfounded, the costs incurred by Acecore as a result of this, including investigations costs, will be entirely at the expense of the Other Party.
13. After expiry of the warranty period, all costs for repair or replacement, including administration, shipping and call-out costs, will be charged to the Other Party.
14. In deviation of the legal periods of limitation, the limitation period for all claims and defences against Acecore and the third parties involved by Acecore in the execution of an Agreement is one year.

ARTICLE 7 - RETENTION OF TITLE

1. All goods delivered by Acecore in the framework of the Agreement remain the property of Acecore until all claims that Acecore has or will have against the Other Party, for whatever reason, have been paid in full including any additional interest and costs.
2. If the Other Party nevertheless wishes to dispose of Acecore's property in the framework of its business, it can only do so in a legally valid manner against simultaneous payment to Acecore of all amounts payable, or the prior written consent of Acecore requested by the Other Party.
3. If the Other Party fails to fulfil its obligations towards Acecore or if Acecore has good reason to fear that the Other Party will fail to fulfil its obligations towards Acecore, Acecore shall be entitled to take back the goods delivered subject to retention of title. All costs to be incurred by Acecore in that respect shall be borne by the Other Party.
4. If third parties seize the goods delivered under retention or wish to establish or assert rights to them, the Other Party is obliged to inform Acecore of this immediately.
5. In the event that Acecore wishes to exercise its property rights as referred to in this Article, the Other Party gives its unconditional and not irrevocable consent in advance to Acecore and third parties to be appointed by Acecore to enter all those places where Acecore's property is located and to take back those items.

ARTICLE 8 – (INTELLECTUAL) PROPERTY

1. All intellectual and/or industrial property rights with regard to the items delivered or to be delivered by Acecore to the Other Party are vested exclusively in Acecore. The Agreement, therefore, does not concern the transfer or licence of a right of ownership to which Acecore is entitled.
2. The Other Party is obliged and only entitled to trade the items purchased from Acecore, with due observance of the (pictorial) trademark, the trade name and the specifications under which the items have been delivered to the Other Party. The Other Party is not authorised or allowed to change or copy the condition of the goods delivered by Acecore (including the labelling, printing or instructions).
3. The Other Party undertakes to insure and/or keep insured the delivered goods that fall under Acecore's right of ownership against damage caused by fire, explosion and water as well as theft and will send the insurance policy to Acecore at its first request.

ARTICLE 9 – TERMINATION

1. Acecore is entitled to suspend the fulfilment of the obligations or to terminate the Agreement, if:
 - a. The Other Party does not or not fully comply to the obligations under the Agreement;
 - b. The Other Party is declared bankrupt, has been granted (provisional) suspension of payments, another similar arrangement has become applicable to the Other Party or the Other Party has otherwise lost all or part of its free management or free disposal of its assets, irrespective of whether that situation is irrevocable;
 - c. The Other Party has ceased to exist or has been dissolved.
 - d. If the Purchaser has died or has fallen into debt rescheduling.
 - e. After the conclusion of the Agreement Circumstances come to the knowledge of Acecore that give good reason to fear that the Other Party will not fulfil its obligations.
 - f. Due to the delay on the part of the Other Party, Acecore can no longer be to fulfil the Agreement on the originally agreed conditions,
2. If premature termination has been effected, Acecore retains the right to payment of the invoices for goods delivered up to that point. Insofar as this entails additional costs, these will be charged.
4. If the Agreement is dissolved, Acecore's claims against the Other Party shall become immediately due and payable. If Acecore suspends the fulfilment of its obligations, it shall retain its claims under the law and the Agreement.
5. If Acecore suspends or dissolves the Agreement, it shall in no way be obliged to pay compensation for damage and costs incurred as a result in any way whatsoever.
6. If the Other Party is responsible for the termination, Acecore is entitled to compensation for all direct and indirect damage suffered.
7. Cancellation of an order placed is not possible. In that case, the Other Party shall be obliged to pay the full invoice.

ARTICLE 10 – PAYMENT

1. Payment by the Other Party must be made without deduction, discount or setoff within fourteen (14) days of the invoice date, unless the Parties have agreed otherwise in writing. Payment must be made in Euros through a transfer to a bank account to be designated by Acecore.
2. All judicial and extrajudicial (collection) costs reasonably incurred by Acecore as a result of the Other Party's failure to fulfil its payment obligations, shall be borne by the Other Party. The extrajudicial costs will be calculated based on what is customary in the Dutch collection practice, at present the calculation method as defined by the Extrajudicial Collection Costs Decree.
3. If the Other Party fails to pay an invoice from Acecore or fails to pay it in full or in good time the Other Party will be default by operation of law without notice of default being

required. In this case, Acecore shall be entitled to charge interest equal to the statutory (commercial) interest.

4. The outstanding claim is immediately due and payable if the Other Party is declared bankrupt, applies for a suspension of payments or if the entire assets of the Other Party are seized, if the Other Party deceases and, furthermore, if this goes into liquidation or is dissolved.
5. Acecore is at all times entitled to require payment in advance or the provision of security before proceeding with the performance or continuing with the performance. If the Other Party remains in default with the requested advance payment or provision of security, Acecore's obligation under the Agreement will lapse, without prejudice to Acecore's right to compensation of damage, costs and interest by the Other Party.

ARTICLE 11 – LIABILITY

1. Should Acecore be liable, this liability shall be limited to that stipulated by these provisions.
2. Acecore is not liable for damages, of whatever nature, caused by Acecore's reliance on incorrect and/or incomplete data provided by or on behalf of the Other Party.
3. Acecore is never liable for damages caused by (non-exhaustive):
 - Reckless use
 - Incorrect use
 - Improper use
 - Modification of the goods
 - Use of other parts other than Acecore's parts
4. Acecore is only liable for attributable direct damage. Direct damage is understood to mean exclusively the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these Terms and Conditions, any reasonable costs incurred to hold Acecore accountable for defective performance in relation to the Agreement, to the extent that these can be attributed to Acecore and reasonable costs incurred to prevent or limit damage, to the extent that the Other Party demonstrates that these costs have led to the limitation of direct damage as referred to in these Terms and Conditions.
5. Acecore is not liable for damages to items, such as cameras, sensors, etc., that are used by the Other Party in combination with delivered goods by Acecore.
6. Acecore is never liable if the Other Party has not acted in accordance with the manuals. If problems arise, the Other Party must prove that it has acted in accordance with the manuals. The other party must, among other things, document flight logs and maintenance checks.
7. Acecore is never liable for indirect damage, including but not limited to consequential damage, loss of profit, lost savings and damage caused by company stagnation
8. The liability of Acecore shall at all times be limited to the amount paid out by the insurer as the case may be, increased by the deductible.
9. The limitations of liability set out in this Article shall not apply if the damage is due to intent or gross negligence on the part of Acecore or its managerial subordinates.

ARTICLE 12 - INDEMNITY

1. The Other Party shall indemnify Acecore against any claims by third parties, who suffer damage in connection with the performance the Agreement and the cause of which can be attributed to parties other than Acecore.

2. If Acecore is held liable by third parties for this reason, the Other Party is obliged to assist Acecore both in and out of court and to immediately do everything that may be expected of it in that case. Should the Other Party fail to take adequate measures, is entitled to do so itself, without notice of default being required. All costs incurred and damages suffered by Acecore and third parties as a result of this will be entirely at the expense and risk of the Other Party.

ARTICLE 13 – CONFIDENTIALITY

Each Party undertakes to maintain confidentiality towards third parties regarding all confidential information and data coming from or relating to the Other Party, to the extent that such information and data have come to its knowledge in the context of the price quotation or order and in respect of which the Parties can reasonably be expected to know that it concerns confidential information.

ARTICLE 14 – PENALTY CLAUSE

1. If the Other Party violates Article 8 and/or Article 13, the Other Party will owe Acecore an immediately payable penalty of € 25,000.00 plus € 1,000.00 per breach per day for as long as the breach continues.

ARTICLE 15 – TRANSFERABILITY

1. The Other Party is not allowed to transfer its rights and/or obligations arising from the Agreement concluded with Acecore.
2. Transfer of rights and/or obligations is only possible after the Other Party has informed Acecore and has obtained the explicit written consent from Acecore.

ARTICLE 16 – PRIVACY

1. The Parties undertake to act mutually in accordance with the legislation on the protection of personal data. The Parties will act in accordance with the Policy rules obligation to report data breaches of the Dutch Data Protection Authority, the GDPR and the GDPR Implementation Act Implementation Act in order to determine whether there is a data breach.
2. If a data controller has become aware of a data breach, he must report this immediately to the Dutch Data Protection Authority, where possible within 72 hrs.
3. The Parties shall take the appropriate technical and organisational measures to protect the personal data against loss or any form of unlawful processing.
4. In consultation with Acecore, the Other Party is entitled during the term of the Agreement to check compliance in the field of personal data protection through an independent expert. The Other Party shall bear all costs associated with this inspection.
5. Acecore may engage third parties (sub-processors) to carry out certain work, e.g. if these third parties have knowledge or resources that Acecore does not have. If commissioning third parties results in the processing of this Personal Data, Acecore will make (written) agreements with the third parties about the protection of personal data. By entering into an agreement with Acecore, the Other Party consents to the engagement of third parties.
6. Acecore is not liable for fines or claims if the Other Party fails to comply with the obligations pursuant to the laws and regulations in the field of the protection of personal data.

ARTICLE 17 – OTHER PROVISIONS

1. These Terms and Conditions are registered at the Chamber of Commerce.
2. The Dutch interpretation of the contents of these Terms and Conditions shall prevail. The Dutch interpretation of the contents of these Terms and Conditions shall always prevail in the event of any conflict with an interpretation and/or interpretation in English.

ARTICLE 18 – APPLICABLE LAW; COMPETENT COURT

- 1 All orders and agreements between the Other Party and Acecore to which these Terms and Conditions apply, are governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.
- 2 The court in Acecore's place of business has exclusive jurisdiction to hear disputes, unless the Law requires otherwise. Acecore has the right to submit the dispute to the competent court according to the law.