

GENERAL TERMS & CONDITIONS

DRONEQ ROBOTICS B.V.

WEIKAMPERWEG 120
7351 TH HOENDERLOO
THE NETHERLANDS

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Drafted by: DroneQ

1 DEFINITIONS

In these general terms and conditions, the following terms with the additional meanings are used, unless otherwise indicated.

Date of change	:01-03-2019
Contractor	:DroneQ Robotics BV ("DroneQ")
Client	:the other party of the Contractor
Assignment	:the work or software and /or hardware deliveries to be decided in mutual consultation between the Client and DroneQ that must be delivered by the DroneQ and the conditions under which this must be done.

2 GENERAL

1. The general terms and conditions apply to all offers, quotations, work, assignments and agreements between DroneQ and Client(s), to which DroneQ has declared these terms and conditions applicable, insofar as these terms and conditions have not been deviated from in writing.
2. These terms and conditions also apply to assignments with DroneQ, in which third parties are involved.
3. If one or more of the provisions in these general terms and conditions lapse, the other provisions of these general terms and conditions will continue to apply. In that case, the parties will consult to agree on replacement provisions, whereby the purpose and purport of the original provision will be assumed as far as possible.

3 OFFERED

1. Offers from DroneQ are based on the information provided by the Client.
2. The Client guarantees that he has provided all information essential for the design, execution and completion of the assignment to the best of his knowledge.
3. The quotations made by DroneQ are without obligation and valid for 30 days, unless otherwise indicated in the quotation.
4. DroneQ is only bound by the quotations if the acceptance thereof is confirmed in writing by the other party within 30 days, unless otherwise indicated. The prices in the aforementioned quotations are exclusive of VAT, other government levies and other costs incurred for the assignment, such as shipping and administration costs, unless otherwise indicated.
5. If the acceptance (on minor points) deviates from the offer included in the quotation, DroneQ is not bound by it. The assignment will then not be concluded in accordance with this deviating acceptance, unless DroneQ indicates otherwise.
6. A composite quotation does not oblige DroneQ to carry out a part of the assignment against a corresponding part of the specified price.

4 PROVISION OF INFORMATION AND COOPERATION

The Client shall provide DroneQ with all documents, information and contacts, approvals that are necessary for the proper execution of the assignment in a timely manner.

5 EXECUTION OF THE ASSIGNMENT

1. DroneQ carries out the work in the context of the assignment, to the best of its knowledge, expertise and ability.

2. Insofar as it is necessary for the proper execution of the assignment, DroneQ has the right to have (parts of) the work carried out by third parties. He does this only with the prior consent of the Client and will do his utmost to achieve the agreed obligations and quality.
3. DroneQ accepts no liability for the work performed by third parties, insofar as they have entered into an agreement with the Client themselves.
4. DroneQ is not liable for damage caused by the fact that it has assumed incorrect and / or incomplete data provided by the Client, unless the inaccuracy or incompleteness of the data should have been known to him.
5. If it has been agreed that the assignment will be carried out in phases, DroneQ can suspend the execution of those parts that belong to a subsequent phase until the Client has approved the results of the preceding phase in writing.
6. If third parties engaged by DroneQ or by DroneQ for the assignment work is carried out at the location of the client or a location designated by the Client, the Client shall provide the facilities reasonably desired by those employees free of charge.

6 CHANGE OF ASSIGNMENT

1. The Client accepts that the time schedule of the assignment can be influenced if the parties decide in the interim to change the approach, working method or scope of the assignment and the resulting work.
2. If the Client makes interim changes to the execution of the assignment, DroneQ will make the necessary adjustments on behalf of the Client. If this leads to additional work, he will charge this to the Client as an additional assignment. DroneQ may charge the Client for the extra costs for changing the assignment.
3. By way of derogation from paragraph 1. DroneQ will not charge any additional costs if the change or addition to the assignment is the result of circumstances that can be attributed to DroneQ.

7 CONTRACT DURATION, EXECUTION PERIOD

1. The parties enter into the assignment for an indefinite period of time, unless otherwise agreed in writing in the quotation.
2. If a period has been agreed within the term of the assignment for the completion of certain activities, this is not a deadline. If the execution period is exceeded, the client must therefore give DroneQ written notice of default.
3. In the case of software and/or hardware deliveries, the then applicable terms and conditions of the relevant software and/or hardware supplier shall prevail if and insofar as expressly accepted by the Client.

8 RATES

1. If the parties have not agreed otherwise in writing, DroneQ will set its rate according to its hourly rate.
2. DroneQ' s rate includes the costs of secretarial work and telephone costs. He will declare any travel and accommodation costs according to agreements in the quotation.
3. For all quotations DroneQ will only charge the actual time spent and in the event of imminent exceeding of more than 5% of the quoted amount, it will declare after consultation with the Client.
4. Prices of delivered software/hardware and Maintenance and Support are specified in the quotation.

5. Prices are exclusive of VAT.
6. If DroneQ agrees an hourly rate with the Client, DroneQ is nevertheless entitled to increase this rate without the Client being entitled to dissolve the agreement for that reason, if the increase in the price results from a power or obligation under the laws or regulations or finds its cause in an increase in the price of raw materials, wages etcetera or on other grounds that were not reasonably foreseeable when entering into the agreement.
7. DroneQ may – without prior written notice – increase the rate agreed in the quotation with a maximum of the percentage of inflation in the previous year provided by Statistics Bureau Netherlands as of 1 January of each calendar year.
8. In the event of a price increase outside of inflation, DroneQ may also increase prices. The Client may cancel the assignment in the event of an annual increase of more than 10%. He is not allowed to do so if the increase results from the law.
9. DroneQ will inform the Client in writing of its plans for an increase in the rate, including the amount and the effective date thereof.
10. If the Client does not agree with the increase planned by DroneQ of more than the maximum percentage of inflation provided by CBS in the previous year, he may cancel the order in writing within two weeks of its notification as of the commencement date of the increase stated in DroneQ' s notification.
11. In the case of software and/or hardware deliveries, the then applicable terms and conditions of the relevant software and/or hardware supplier shall prevail if and insofar as expressly accepted by the Client.

9 PAYMENT TERMS

1. Payment must be made within two weeks (14 days) of the invoice date, unless otherwise agreed in the quotation. DroneQ reserves the right to change the payment conditions in the interim and to deposit this with the Chamber of Commerce.
2. In the event of renewals of maintenance and support contracts of delivered software and/or hardware, the payment of the costs due must be made before the expiry of the extension effective date.
3. For Cloud services and cloud based solutions, the payment of the costs due must be paid before the start date and/or the commencement date of the cloud services and/or cloud-based solutions.
4. After the due date, the Client is in default by operation of law and DroneQ has the right to charge 2% interest. DroneQ calculates the interest on the amount to be paid from the moment that the Client is absent, until the amount has been paid in full.
5. DroneQ has the right to have the payments made by the Client first of all go to reduce the costs, then to reduce the interest that has fallen due and finally to reduce the principal sum and the current interest. DRONEQ may, without thereby being in default, refuse an offer for payment if the Client designates a different order for the allocation of the payment. DroneQ can refuse full repayment of the principal sum, if the outstanding and current interest and collection costs are not also paid.
6. In the event of liquidation, bankruptcy, seizure or suspension of payment of the Client, the claims of DroneQ against the Client are immediately due and payable.
7. In the event of non-compliance with the obligations by the Client, all costs incurred to be able to claim for the Client are both judicial and extrajudicial.

8. In the case of software and/or hardware deliveries, the then applicable terms and conditions of the relevant software and/or hardware supplier shall prevail if and insofar as expressly accepted by the Client.

10 RETENTION OF TITLE

1. All goods delivered by DroneQ, such as designs, sketches, drawings, films, software and (electronic) files, remain the property of DroneQ until the Client has fulfilled all its obligations.
2. The Client is not authorized to pledge or otherwise encum on the goods subject to retention of title.
3. If third parties seize the goods delivered under retention of title or if they want to establish or assert rights thereon, the Client must inform DroneQ of this as soon as can be expected of him.
4. The Client is obliged to insure the goods delivered under retention of title and to keep them insured against fire, explosion, water damage and theft and to immediately make the policy of this insurance available for inspection on request.
5. The goods delivered by DroneQ, which according to paragraph 1. of this article, subject to the retention of title, may only be resold in the context of normal business operations but may never be used as a means of payment.
6. If DroneQ wishes to exercise its property rights referred to in this article, the Client will give unconditional and irrevocable permission to DroneQ – or third parties to be designated by DroneQ – to enter all locations where DroneQ's property is located in order to take back these goods.
7. In the case of software and/or hardware deliveries, the then applicable terms and conditions of the relevant software and/or hardware supplier shall prevail if and insofar as expressly accepted by the Client.

11 RESEARCH, COMPLAINTS AND COMPLAINTS

1. Complaints about the work performed must be reported in writing to DroneQ within two months after the invoice date and at the latest within three months after completion of the work in question. The notice of default must contain as detailed a description as possible of the shortcoming, so that DroneQ can respond adequately to it.
2. If a complaint is justified, DroneQ will still perform the work as agreed, unless this has demonstrably become meaningless. The Client must make the latter known in writing.
3. If the performance of the agreed work is no longer possible or useful, DroneQ is liable, within the limits of Article 15.
4. In the case of software and/or hardware deliveries, the then applicable terms and conditions of the relevant software and/or hardware supplier shall prevail if and insofar as expressly accepted by the Client.

12 TERMINATION

1. If the agreement is terminated prematurely by DroneQ, DroneQ will, in consultation with the Client, ensure the transfer of work still to be performed to third parties. This unless the termination is attributable to the Client. If the transfer of the work for DroneQ entails additional costs, these will be charged to the Client. The Client is obliged to pay these costs within the aforementioned period, unless DroneQ indicates otherwise.

2. In the case of software and/or hardware deliveries, the then applicable terms and conditions of the relevant software and/or hardware supplier shall prevail if and insofar as expressly accepted by the Client.

13 SUSPENSION AND DISSOLUTION

1. DroneQ is authorized to suspend the fulfillment of the obligations or to dissolve the agreement, if the Client does not, not fully or not timely fulfill the obligations under the agreement, after the conclusion of the agreement DroneQ becomes aware of circumstances giving good reason to fear that the Client will not fulfill the obligations, if the Client has been requested at the conclusion of the agreement to provide security for the satisfaction of its obligations under the agreement and this security is not provided or is insufficient or if due to the delay on the part of the Client, DroneQ can no longer be required to fulfil the agreement under the originally agreed conditions.
2. Furthermore, DroneQ is authorized to dissolve the agreement if circumstances arise that are of such a nature that compliance with the agreement is impossible or if circumstances otherwise arise that are of such a nature that unaltered maintenance of the agreement cannot reasonably be required of DroneQ. If the agreement is dissolved, DroneQ's claims against the Client are immediately payable. If DroneQ suspends the fulfilment of the obligations, it retains its claims under the law and the agreement.
3. If DRONEQ proceeds to suspension or dissolution, the damage and costs incurred as a result will be handled in any way in accordance with normal damage rules of the Civil Code.
4. If the dissolution is attributable to the Client, DroneQ is entitled to compensation for the damage, including the costs, directly and indirectly caused as a result.
5. If the Client fails to fulfil its obligations arising from the agreement and this non-compliance justifies dissolution, DroneQ is entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or compensation, while the Client is obliged, on account of non-performance, to pay compensation or compensation.
1. In the case of software and/or hardware deliveries, the then applicable terms and conditions of the relevant software and/or hardware supplier shall prevail if and insofar as expressly accepted by the Client.

14 RETURN OF GOODS MADE AVAILABLE

1. If DroneQ has made goods available to the Client during the execution of the assignment, the Client must, at his written request, return the delivered goods within 14 days in their original state, free of defects and in full. If the Client fails to comply with this obligation, all resulting costs will be for his account.
2. If the Client, after having received a reminder, still remains in default, DroneQ may recover the resulting damage and costs, including the costs of replacement, from him.

15 LIABILITY

1. For accepted assignments DroneQ has a best efforts obligation. If DroneQ should be liable, this liability is limited to what is regulated in this provision.
2. DroneQ is not liable for damage, of whatever nature, caused by DroneQ assuming incorrect and / or incomplete data provided by or on behalf of the Client.

3. DroneQ is only liable for direct damage. Indirect damage is exclusively understood to mean the reasonable costs for determining 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 have DroneQ' s defective performance comply with the agreement, insofar as these can be attributed to DroneQ and reasonable costs, made to prevent or limit damage, insofar as the Client demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions. DroneQ is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business stagnation.
4. If DroneQ is liable for direct damage, then this liability is limited to a maximum of the invoice amount and in any case the amount of the payment to be provided by DroneQ' s insurer in the appropriate case.
5. The limitations of liability referred to in this article do not apply if the damage is due to intent or gross negligence on the part of DroneQ or its managers and subordinates.
6. In the case of software and/or hardware deliveries, the then applicable terms and conditions of the relevant software and/or hardware supplier shall prevail if and insofar as expressly accepted by the Client. DroneQ is in no way liable for changes that the software and/or hardware suppliers make in relation to their products and/or services including but not limited to terms of use, license conditions, End-of-Live (EOL)/End-of-Sales, End-of-Support, support conditions, et cetera.

16 INDEMNITIES

The Client indemnifies DroneQ against claims from third parties who suffer damage in connection with the execution of the agreement and the cause of which is attributable to parties other than DroneQ. If DroneQ should be held liable by third parties for this reason, the Client is obliged to assist DroneQ both outside and in court and to immediately do everything that may be expected of him in that case. If the Client fails to take adequate measures, DroneQ is entitled, without notice of default, to do so itself. All costs and damage on the part of DroneQ and third parties arising as a result, are fully at the expense and risk of the Client.

17 FORCE MAJEURE

1. Parties do not have to comply with the obligation if they are hindered by circumstances that are not due to fault, and – according to the law – also not when a legal act or a generally accepted opinion is for their account.
2. Force majeure is understood to mean – in addition to what is understood below in the law and jurisprudence – all external causes, foreseen or not foreseen, on which the contractor cannot exert any influence, but as a result of which he is unable to fulfil his obligations. Strikes in the contractor's company, illness and/or incapacity for work also fall under this.
3. DroneQ also has the right to invoke force majeure if the circumstance that prevents (further) performance occurs after it should have fulfilled its obligations.
4. Parties may postpone their obligations during the situation of force majeure. If the situation of force majeure lasts longer than two months, all parties may dissolve, without obligation to pay compensation for damage to the other party.
5. If DroneQ has already partially fulfilled its obligations at the time of force majeure or will be able to fulfil them, it may declare this part. The client then complies with this invoice as if it were a separate assignment.

18 CONFIDENTIALITY

1. Both parties are obliged to keep confidential information received for the assignment secret. Information is considered confidential if this has been indicated by the other party or if this is apparent from the (type of) information.
2. If DroneQ must provide confidential information to third parties – designated by law or the competent court – according to a legal provision or a court ruling – and it cannot invoke a legal or by the competent court recognized or permitted right of non-disclosure, then it is not obliged to pay compensation or compensation and the other party is not entitled to dissolve the assignment on the basis of the damage that has arisen as a result.

19 INTELLECTUAL PROPERTY AND COPYRIGHTS

1. DroneQ reserves the rights and powers that belong to it on the basis of the Copyright Act and other intellectual laws and regulations. DroneQ has the right to use the knowledge increased by the execution of an agreement on its side for other purposes, insofar as no strictly confidential information of the Client is brought to the knowledge of third parties.
2. In the case of software and/or hardware deliveries, the then applicable terms and conditions of the relevant software and/or hardware supplier shall prevail if and insofar as expressly accepted by the Client.

20 DISPUTES

1. In the event of disputes arising from this agreement or from agreements building upon it, the parties will attempt to resolve them in the first instance using mediation.
2. If it proves impossible to resolve such a dispute with the help of mediation, the dispute will be settled by the competent court in Apeldoorn, The Netherlands.

21 APPLICABLE LAW

Dutch law applies to every assignment between DroneQ and the Client. Even if an obligation is fully or partially performed abroad or if the Client lives or is established abroad.

22 CHANGES

These terms and conditions have been filed with the Chamber of Commerce in Apeldoorn, The Netherlands. The most recently filed version or the version as it applied at the time the assignment was created, is always the applicable version.