

## General Terms and Conditions for Unmanned Aerial Vehicle Visual Inspection Services

### 1. Area of application

- 1.1 The General Terms and Conditions for Unmanned Aerial Vehicle Visual Inspection Services set out hereinafter ("Terms") shall apply, unless otherwise agreed in writing, to all unmanned aerial vehicle visual inspection services which Jet Aviation shall carry out itself or delegate/subcontract to third parties. Jet Aviation will not recognize differing terms and conditions of the customer ("Customer") unless Jet Aviation has explicitly consented to their applicability in writing. The Terms shall apply also to any future business relations for the same services with Customer even if they are not explicitly reiterated.
- 1.2 Purchase orders placed with Jet Aviation are subject exclusively to these Terms which shall apply to and form a part of every purchase order issued by Customer ("PO") and shall supersede and replace any other terms and conditions appearing on a PO form. Nothing contained in or attached to any PO will operate to modify or add to the provisions of these Terms unless it is the mutual intent of the parties as stated in writing to so modify or add to these Terms in respect to a specific PO. In the event of a conflict between the provisions of these Terms and the terms and conditions of any PO, the Terms shall prevail.
- 1.3 Each individual Jet Aviation facility shall be deemed to be a separate, independent unit under these Terms. Commitments entered into by a Jet Aviation facility shall be valid only with respect to the relevant facility and shall not be attributable to any other facility of Jet Aviation group of companies. Each Jet Aviation facility shall be individually liable for damages arising out of or related to its orders, transactions or actions. Each Jet Aviation facility shall not be jointly and severally liable for damages arising out of or related to orders, transactions or actions by another Jet Aviation facility.
- 1.4 In the event that any one or more of these Terms shall, for any reason, be held to be invalid, illegal or unenforceable, the remaining present terms hereof shall be unimpaired and the invalid, illegal or unenforceable term shall be replaced by a mutually acceptable term, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable term.

### 2. Services to be performed

- 2.1 The unmanned aerial vehicle ("UAV") visual inspection services shall consist in the performance by Jet Aviation's personnel trained in operating the UAV ("Technician") of visual inspection ("VI"), i.e. the visual examination of the exterior area, installation or assembly of an object to detect obvious damage, failure or irregularity, made in conjunction with the UAV as the fully automated sensing mechanism used within proximity flying distance to the object, followed by the issuance of related VI report ("Deliverables") and includes additional related services as may be further specified ("Services"). The VI and associated report shall be limited to obvious damages of the surface of the object which is accessible either by the UAV or by the Technician without the need of additional equipment, to the exclusion of the ones which are small, hidden (including when underneath the surface or covered by paint), or otherwise not clearly detectable, at the time of the VI.
- 2.2 Customer shall provide to the Technician suitable indoors space for the performance of the Services. Customer shall follow the instructions of the Technician, notably regarding the positioning of the object - if a moveable one- and the removal of any obstacle around it to provide sufficient unobstructed space for the safe flight of the UAV. Customer shall obtain and procure all necessary prior approvals from relevant authorities for the flight of the UAV, whether indoors or outdoors. If the flight of the UAV cannot be performed indoors, it is expressly understood that adverse weather conditions such as strong winds, heavy fog, heavy rain, hail, snow, etc. would prevent the performance of the Services. The seriousness of the weather conditions shall be evaluated by the Technician at his/her sole discretion. In such case Customer shall provide, at Technician's request but at no cost to Jet Aviation, appropriate shelter, failing which, Jet Aviation shall have the right, at its election, to postpone or cancel the performance of the Services and invoice Customer for the price of travel and downtime of Technician and Equipment.
- 2.3 Jet Aviation shall issue a quotation detailing the Services and specifying the price or rate thereof and which shall constitute an offer for the provision of the Services ("Quotation").
- 2.4 Together with the Quotation, these Terms shall constitute the agreement of the parties ("Agreement") which shall become effective upon receipt of a PO to be issued by Customer pursuant to the terms of the applicable Quotation or proof of payment (if down payment applies) and which shall constitute an unconditional and firm acceptance of the Agreement.

### 3. Change orders

Any modifications to the Quotation which affect Jet Aviation's performance, can only be accomplished in a written document signed by the authorized representatives of Customer and Jet Aviation (a "Change Order"). Change Orders shall include the reason for the change; a description of the change; the effect on the Services and prices; and the effective date of the change.

### 4. Pricing

The prices set forth in a Quotation shall remain valid for the time period indicated herein and may be subject to adjustment due to either a Change Order or if Jet Aviation is required to comply with any new industry wide regulatory standards.

### 5. Taxes, duties and other charges

Prices exclude all taxes, duties and transaction-specific governmental charges, and Customer shall pay, indemnify and hold harmless Jet Aviation with respect thereto, except for those taxes imposed on Jet Aviation directly by the government of the registered location of the contracting Jet Aviation facility that are measured by Jet Aviation's net income, capital or net worth.

Any consumption tax, Value Added Tax, Goods and Services Tax or other local taxes will be charged in addition to the prices, as per the applicable legislation.

Subcontractor and spare parts price increases, foreign exchange rate fluctuations, and increases of customs charges, taxes or other dues augmenting Jet Aviation's cost price shall be borne by Customer if they occur after the confirmation of order.

The Parties shall collaborate for the compliance with any tax laws and regulations, and provide each other with any certificate, document and assistance that the other Party can reasonably request to comply with worldwide tax laws and regulations.

### 6. Payment terms

- 6.1 Payment terms are thirty (30) days from the date of Jet Aviation's invoice, subject to Customer's continuing compliance with such terms and continued creditworthiness. Jet Aviation may re-evaluate Customer's credit standing at all times. If Jet Aviation determines in its sole discretion that Customer fails to qualify for such payment terms at any time, then Jet Aviation may without notice to Customer, modify or withdraw credit terms. Customer's payment(s) must be accompanied by remittance detail containing at a minimum Jet Aviation's invoice number and amount paid per invoice.
- 6.2 Jet Aviation shall be entitled to demand a reasonable advance payment prior to commencement of the performance of the Services or partial or full payment at any time for the agreed Services. Customer shall not claim interest for payment made in advance.
- 6.3 Customer shall pay the invoice in full and without any deduction or withholding on the dates or within the payment term specified in the invoice. If no date or payment term is specified in the invoice Customer agrees to pay in any case within thirty (30) days of issuing of invoice. Customer shall also reimburse Jet Aviation for all costs, disbursement and expenses incurred by Jet Aviation for the performance of the Services, including but not limited to travel, car rental, board and lodging expenses as well as fee for travel time and living allowances, transportation costs, duties, handling fee, charges, taxes and fees.

### 7. Past due payments

- 7.1 Any payment made after the invoice's due date shall automatically incur interest from the day thereof at the computed rate of one point five percent (1.5%) per month up to a maximum computed rate of fifteen percent (15%) per year. Customer shall calculate and add the past due payment interest amount to its late payment without the need for Jet Aviation to issue a revision of the invoice or to send a reminder, payment request or any other notice.
- 7.2 As long as a due invoice remains unpaid, Jet Aviation shall have the right, in addition to such other remedies as it may have available at law or in equity, to (a) withhold future deliveries to Customer against all existing or future POs which Customer may have with Jet Aviation; (b) make future deliveries on advance payment basis against all existing or future PO which Customer may have with Jet Aviation; (c) refuse to process any credit to which Customer may be entitled; (d) set off any credit or sum owed by Jet Aviation to Customer against any undisputed amount owed by Customer to Jet Aviation; (e) declare Customer's performance in breach and immediately terminate the PO; (f) charge storage or inventory carrying fees on products; (g) retain a security interest in the products sold to Customer and Customer shall execute financing statement(s) on request and Customer irrevocably authorizes Jet Aviation to execute and file the same; (h) recover all costs of collection including, without

limitation, reasonable attorneys' fees; (i) if Customer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing; or (j) combine any of the above rights and remedies as may be permitted by applicable law.

#### 8. Disputed invoices

Customer shall not withhold or offset payment -or part thereof- of an invoice. Should Customer dispute an invoice, it shall notify Jet Aviation within ten (10) days of the date of the invoice failing which the invoice shall be deemed accepted in full. In case of a partial invoice dispute, Customer shall pay the portion of the invoice not in dispute.

#### 9. Warranty

- 9.1 Jet Aviation warrants that Services performed shall be free from any defects in workmanship.
- 9.2 In case that any defect directly results from faulty workmanship of Services, the sole remedy available to Customer shall be the immediate remedy of such defect by Jet Aviation by either re-performing or reimbursing, at Jet Aviation's sole discretion, any defective Service, up to a maximum amount not exceeding the total price of the relevant PO.
- 9.3 Should Customer be in default of payment, no warranty claim shall be valid.
- 9.4 THE WARRANTIES PROVIDED BY JET AVIATION, AND THE REMEDIES OF CUSTOMER, PROVIDED UNDER THIS ARTICLE, ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN, ORAL OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM ANY COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE. THESE WARRANTY PROVISIONS ARE ALSO IN SUBSTITUTION OF ANY OTHER OBLIGATION, LIABILITY, RIGHT, REMEDY OR CLAIM, WHETHER IN CONTRACT OR IN TORT, INCLUDING, BUT NOT LIMITED TO, ANY RIGHT IN STRICT LIABILITY IN TORT OR ANY RIGHT ARISING FROM NEGLIGENCE, ACTUAL OR IMPUTED, ON THE PART OF JET AVIATION. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF WARRANTY OR CONTRACT OR ALLEGED NEGLIGENCE OR OTHERWISE, SHALL JET AVIATION BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES OR USE, OR ANY LIABILITY OF CUSTOMER TO ANY THIRD PARTY, OR LOSS OF OR DAMAGE TO ANY OBJECT, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO AGREEMENT VARYING THIS WARRANTY OR THE OBLIGATIONS OF JET AVIATION HEREUNDER WILL BE BINDING UPON JET AVIATION UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF JET AVIATION.

#### 10. Limitation of Liability

- 10.1 Any liability of Jet Aviation shall be precluded unless Customer's losses, damages or expenses result directly from the negligence or wilful misconduct of Jet Aviation. In no event will Jet Aviation be liable for any incidental damages. To the fullest extent permitted under the applicable law, Jet Aviation shall in no circumstances be liable for any consequential loss nor for special damages, indirect damages, loss of profits, loss of revenue or loss of use, even if informed of the possibility of such damages. To the extent permitted under applicable law, these limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise. Customer shall be liable to Jet Aviation for any damage it, its representative or its vicarious agents may cause to Jet Aviation, its representatives or its vicarious agents.
- 10.2 THE PRICE ALLOCABLE IN THE QUOTATION TO ANY PARTICULAR SERVICE ALLEGED TO BE THE CAUSE OF ANY LOSS OR DAMAGE TO CUSTOMER SHALL BE THE CEILING LIMIT OF JET AVIATION'S LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF, WHETHER LIABILITY IS FOUNDED IN NEGLIGENCE, BREACH OF CONTRACT, WARRANTY, OR STRICT LIABILITY, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF A PARTICULAR SERVICE.

#### 11. Indemnity

Customer shall indemnify, defend and hold harmless Jet Aviation and its affiliates, as well as its and their respective directors, officers, employees, customers, contractors or agents, from and against all

claims, demands, suits, actions or other proceedings (“Claims”) brought by third parties, and from and against all damages, payments made in settlement, and other liability payable to such third parties, and all costs and expenses incurred (including without limitation reasonable attorneys’, accountants’ and experts’ fees and expenses), as a result of such Claims, to the extent such Claims arise out of or are or were caused by Jet Aviation’s breach of its obligations under the Agreement, or are for damages to any property or bodily injury to or death of any person arising out of or caused by Jet Aviation’s gross negligence or wilful misconduct.

## 12. Insurance

Customer shall procure and maintain at its own risk aircraft hull and liability insurance with limits reasonably acceptable to Jet Aviation. Such insurance shall be primary and non-contributory to any of Jet Aviation insurances, include Jet Aviation as additional insured with regards to the Services, contain a cross liability and/or severability of interest clause, and waive any rights of subrogation towards Jet Aviation and its insurers. Customer will provide evidence of insurance cover to be in place by providing certificates of insurance reasonably acceptable to Jet Aviation prior to commencement of Services.

## 13. Proprietary Rights

Performance of the Services and delivery of the Deliverables does not convey to Customer any right or license under any present or future patent, trademark, copyright, trade secret or other intellectual property right owned, controlled, or licensed by Jet Aviation (“Intellectual Property”) nor any right to use Jet Aviation’s Proprietary Information (defined below) which is incorporated or embodied in the Deliverables other than as set forth in these Terms. If Customer engages a third party to manufacture and/or sell any products which incorporate or embody Jet Aviation’s Intellectual Property and/or Proprietary Information or seeks for itself regulatory approval or certification of any products from any United States or other government agency or authority, such act will constitute either an infringement of Jet Aviation’s Intellectual Property, or an unauthorized use of Jet Aviation’s Proprietary Information, and injunctive relief shall be the specific remedy therefor, in addition to all other remedies available at law or equity.

## 14. Excusable Delay

Jet Aviation shall not be liable to Customer for any failure to meet its obligations due to any cause beyond Jet Aviation’s reasonable control and not occasioned by its fault or negligence (an “Excusable Delay”). Excusable Delay may include but is not limited to: delays or refusals to grant an export license or the suspension or revocation thereof; any other acts of any government that would limit the ability for contract performance; fires, earthquakes, floods, severe weather conditions, or any other acts of God; pandemics, quarantines or regional medical crisis; labor strikes or lockouts; riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might be reasonably be expected to cause injury to people or property); and shortages or inability to obtain materials or components. If an Excusable Delay causes delay in the performance of the Services, then, Jet Aviation may either delay the performance date by a reasonable number of days representative of the corresponding impact such delay has on Jet Aviation’s planning and capacity; or cancel the affected PO with respect to such delayed Services.

## 15. Termination for Default

Except for Customer’s failure to pay invoices when due, which shall be governed by section 7 (“Past Due Payments”) hereof, if at any time either party shall be in default hereunder and shall fail to remedy such default to the reasonable satisfaction of the other party within thirty (30) days following notice from such other party specifying such default, such other party may terminate the Agreement by written notice of termination to the defaulting party within ten (10) days following the said thirty (30) days. Either Customer or Jet Aviation may terminate the Agreement immediately upon written notice if the other party becomes insolvent; files a voluntary petition in bankruptcy; executes an assignment for the benefit of creditors; is adjudicated a bankrupt or insolvent or a receiver or trustee is appointed for that party; or the other party terminates its existence or ceases to do business. Unless otherwise mutually agreed in writing, any termination of the Agreement shall operate as a cancellation of the entire undelivered or unperformed portions of the Agreement placed hereunder by Customer and accepted by Jet Aviation prior to the effective date of such termination.

## 16. Confidentiality – Personal Data

16.1 Customer shall not disclose to any third party the terms of the Agreement. All Jet Aviation technical information or data of any kind including, but not limited to, all designs, specifications, drawings, concepts, software, know-how, research or the incorporation or embodiment thereof, or any other

information expressly marked as "CONFIDENTIAL" or "PROPRIETARY" shall remain the property of Jet Aviation ("Proprietary Information"). Proprietary Information shall not be reproduced in any manner nor disclosed to others or used for any unauthorized purpose without the prior consent of Jet Aviation. Customer may use Proprietary Information only in relation to the enjoyment of the Services by Customer for purposes directly relating to these Terms.

- 16.2 Customer personal data will be collected, processed, stored, and used in accordance with the terms set out in Jet Aviation Privacy Notice (<https://www.jetaviation.com/privacy-notice>).

#### 17. Compliance with Laws

Customer and Jet Aviation shall comply with all statutes, laws, ordinances, regulations, rules and orders enacted or adopted by any federal, state, local, municipal or other authority or governmental body which may pertain to the conduct of the parties' business and their obligations hereunder. Customer and Jet Aviation shall obtain and pay for all permits, fees and licenses required to perform their respective obligations hereunder.

#### 18. Export Regulations

The Agreement is subject to all applicable laws and regulations related to exports and to all applicable administrative acts of government pursuant to such laws and regulations. Except with the prior written approval of the government, as applicable, the Services and Deliverables provided by Jet Aviation to Customer hereunder shall not be, directly or indirectly, sold, leased, assigned, transferred, conveyed or in any other manner be disposed of in any country on an embargoed or restricted list. Customer represents and warrants to Jet Aviation that it shall not export any Deliverables covered by the Agreement in violation of applicable export laws and regulations. Jet Aviation shall apply for and obtain any applicable export licenses/approvals required to enable Jet Aviation to export the Deliverables. Customer shall assist Jet Aviation with any documentation needed in order to obtain such approvals.

#### 19. Assignment

The rights and privileges of the Agreement cannot be assigned or transferred, in whole or in part, by operation of law or otherwise, by Customer without the prior written approval of Jet Aviation, which consent shall not be unreasonably withheld. Any attempt to assign or delegate in violation of this section will be void.

#### 20. Entire Agreement - Survival

These Terms set forth the entire agreement and understanding between the parties as to the subject matter hereof and supersede all prior discussions between them. No waiver or modification of these Terms shall be binding upon the parties unless made in writing and signed by duly authorized representatives of both parties. All provisions of these Terms which by their nature should apply beyond termination/expiration will remain in force.

#### 21. Waiver

The failure of Jet Aviation to enforce at any time any of the provisions of these Terms shall not be construed to be a continuing waiver of any provisions hereunder nor shall any such failure prejudice the right of Jet Aviation to take any action in the future to enforce any provisions hereunder.

#### 22. Severability

In the event that any one or more provision of these Terms shall, for any reason, be held to be invalid, illegal or unenforceable, the remaining provisions hereof shall be unimpaired and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable one which is closest to the original intention of the parties.

#### 23. Notices

Notices or non-routine communications between the parties will be in writing, sent by prepaid overnight courier service and shall be effective upon receipt by the party to which notice is given. Notices shall be addressed to the following respective addresses of the parties, or such other addresses as the parties may designate by notice from time to time.

#### 24. Applicable Law / Place of Jurisdiction

- 24.1 The Agreement shall be exclusively governed by and construed in accordance with Swiss law, to the exclusion of both the Swiss conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods
- 24.2 Any dispute which may arise under or in connection with the Agreement shall be submitted to the exclusive jurisdiction of the Zurich commercial courts to settle it.

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