WINGCOPTER GMBH

General Terms and Conditions for Entrepreneurs

1. Scope

1.1 These General Terms and Conditions ("**GTC**") of Wingcopter GmbH ("**Wingcopter**") govern (i) the sale of unmanned aerial systems with a ground control station and associated documentation; (ii) the supply and use of software; (iii) the provision of services on the unmanned aerial systems; and (iv) the provision of training services for Wingcopter's Products.

1.2 The GTC apply to the purchase of products as well as the commissioning and use of services by entrepreneurs within the meaning of Section 14 (1) BGB (German Civil Code) ("**Customer**").

1.3 The content and scope of the agreed services shall be determined, in the following order, by (i) any Individual Contract concluded between Wingcopter and the Customer with its annexes; (ii) the order confirmation; (iii) these GTC; and (iv) the statutory provisions.

1.4 The following GTC apply to all business transactions between Wingcopter and the Customer, even if they are not expressly agreed again.

1.5 All offers from Wingcopter are made exclusively on the following terms and conditions, and all contracts are concluded exclusively on the basis of these GTC.

1.6 Wingcopter does not recognise any conflicting or deviating terms and conditions of the Customer, unless Wingcopter has expressly agreed to their validity in writing.

1.7 These GTC shall also apply if Wingcopter carries out the delivery to the Customer without reservation in the knowledge that the Customer's terms and conditions conflict with or deviate from these GTC.

2. Additions and Extensions of Services

2.1 Wingcopter reserves the right to supplement or extend the services which are the subject of the contracts as well as to add new services and in these cases to supplement or extend the contractual provisions as well as the agreements referenced in the agreements made accordingly. Obligations for the Customer shall only arise from this insofar as the Customer concludes a contract with Wingcopter for a supplemented or extended service.

2.2 Wingcopter will notify the Customer in writing or text form of the additions or extensions at least 4 (four) weeks before they take effect.

3. Definitions

"Acceptance Configuration" means the acceptance of a UAS after it has been configured in accordance with the Individual Contract agreed between the Parties;

"Configuration" means the individual customisation of a UAS and/or the Software, as resulting from the agreements entered into between the Parties in this respect;

"Contractual Services" means the services provided by Wingcopter under the contracts concluded between Wingcopter and the Customer;

"Cost Estimate" means the cost calculation to be prepared by Wingcopter or a third party appointed by Wingcopter on behalf of the Customer in advance of any Contractual Services;

"Ground Control Station" is a laptop which is supplied by Wingcopter together with the UAS and is used to control the UAS from the ground;

"GTC" means these General Terms and Conditions;

"Individual Contract" means a contract, if any, to be entered into between Wingcopter and the Customer for the provision of specific Services;

"Product" or "Products" means collectively the UAS manufactured and distributed by Wingcopter or by third parties on behalf of Wingcopter together with a Ground Control Station, the associated product manuals and the Software, which are offered for sale or licensing to the Customer;

"Retained Goods" means the Products delivered by Wingcopter under retention of title;

"Services" means the support and maintenance services offered to the Customer for the Products as further described in Clause 14;

"Service Description" means the description of a Wingcopter Service Offer incorporated by reference from time to time;

"Software" means the software produced by Wingcopter, used to operate the UAS and delivered together with it;

"UAS" stands for "unmanned aerial systems" or "drone", which are manufactured and distributed by Wingcopter;

"Updates" means the Software updates offered by Wingcopter to the Customer for the Software. Updates may include function updates, i.e. additional functions for the use of the UAS, as well as necessary updates, e.g. for the elimination of program errors or security-relevant adjustments to the Software;

"Upgrades" means functional enhancements to the Software supplied by Wingcopter with the UAS, which are provided by Wingcopter;

"Working days" are the days from Monday to Friday inclusive, with the exception of national holidays.

4. Conclusion of Contract, Subject matter of Contract

4.1 Wingcopter's offers are subject to change and non-binding. This applies in particular to offers in brochures and advertisements, in online media and other advertising material. Wingcopter reserves the right to make technical changes within the scope of technical progress and insofar is reasonable. Not binding and possibly no longer up to date in this sense are mere catalogue information or information on Internet pages.

4.2 An order placed by the Customer, whether electronically, in text form or in writing, is a binding offer to Wingcopter to conclude a contract for the Product or service specified in the order.

4.3 Wingcopter is entitled to accept the offer contained in the order within 3 (three) weeks. Invoicing, sending an order confirmation or delivery of the ordered Products and services within this period is equivalent to acceptance.

4.4 Insofar as the Customer's order is placed via Wingcopter's online shop, the Customer must first create a user account for this purpose. Within the scope of the registration, the Customer has to assign a user name and a password. The data and further information requested by Wingcopter within the scope of the registration must be answered completely and accurately by the Customer and must also be updated continuously. The Customer is liable for ensuring that his access data to his user account is kept safe and protected from access by unauthorised third parties.

4.5 Offers made by Wingcopter on Internet pages do not constitute binding contractual offers. They are merely an invitation for the Customer to submit an offer for the respective Product or service to Wingcopter.

4.6 The acceptance of the order by Wingcopter is subject to technical feasibility as well as self-delivery by the suppliers. The Customer will be informed immediately about the non-availability of Products. Any advance payments already made will be refunded by Wingcopter.

4.7 The subject matter of the contract shall be the Products and services designated in the order confirmation. The delivery of specific makes of components used to manufacture a Product is expressly not guaranteed. The selection of the individual components of Products is the sole responsibility of Wingcopter.

4.8 Wingcopter is entitled to transfer parts or the entire order to third parties or to commission third parties with the execution of the services. The Customer's consent for this purpose is not required.

4.9 Changes and additions to the order requested by the Customer after order confirmation require a separate agreement between the Parties.

5. Cost Estimates

5.1 Unless otherwise agreed between the Parties, Wingcopter may charge the costs incurred for a Cost Estimate prepared on the basis of requests for changes to the agreed Products and services communicated by the Customer after order confirmation.

5.2 Cost Estimates are not binding. They refer exclusively to the information available to Wingcopter at the time of their preparation. Wingcopter does not guarantee the accuracy of Cost Estimates.

5.3 If it becomes apparent that a Cost Estimate is exceeded by 20% or more, Wingcopter shall inform the Customer immediately in writing or in text form.

5.4 Termination of the respective contract by the Customer is only possible if a Cost Estimate is exceeded by more than 20%. Terminations must be made in writing to be effective.

6. Surrendered Documents, IP Rights

6.1 Wingcopter shall remain the owner of all copyrights and exploitation rights to the plans, construction drawings, presentations as well as all illustrations, drawings, records, construction and circuit plans and other documents, whether in written or electronic form, which have been prepared by Wingcopter or to which Wingcopter is entitled to the corresponding rights of use and exploitation.

6.2 Without Wingcopter's approval, documents provided may not be made accessible to third parties or used by the Customer himself. Upon request by Wingcopter, they shall be returned with the assurance that no copies have been made. The Customer shall be liable for any use of the information and documents in his possession contrary to these GTC.

7. Condition of Goods, Guarantees, Changes

7.1 Wingcopter publishes manuals for each of its Products, which conclusively define its features and characteristics.

7.2 All statements and data relating to the contractual services, in particular a reference to technical standards (e.g. DIN standards) as well as illustrations, drawings and technical information made by Wingcopter in public, in particular in advertising, brochures or other documents, shall not be part of the agreed quality, unless they are expressly agreed as an indication of quality in the order confirmation or in the Individual Contract.

7.3 Guarantees are only binding on Wingcopter if they are expressly agreed as a guarantee and Wingcopter's obligations under a guarantee are defined in detail.

7.4 Wingcopter reserves the right to make changes and improvements to the contractual services if the services of the manufacturers, suppliers or subcontractors change and these changes only lead to insignificant changes to the subject matter of the contract. Wingcopter reserves the right to make changes and improvements to the contractual services in the context of technical development or due to changed legal requirements, provided that they do not impair the usability of the Products and services for the contractually intended purpose and they are reasonable for the Customer, taking into account the interests of the Parties. Wingcopter shall notify the Customer of the change or improvement in writing or text form in advance.

8. Remuneration, Terms of Payment

8.1 The prices are subject to change and are net prices in Euro. Prices are FCA Incoterms 2020, excluding packaging and transport for delivery within the EU and DAP Incoterms 2020 excluding packaging and transport for international delivery. Packaging and transport will be invoiced separately. The statutory value added tax ("VAT") shall be shown separately on the day of invoicing in the amount applicable at that time.

8.2 Wingcopter may charge reasonable down payments on the agreed remuneration which will be invoiced towards the Customer with the order confirmation and which are due immediately.

8.3 Wingcopter shall be entitled to adjust the prices in accordance with cost increases for wages and salaries and raw materials occurring between the order and the delivery.

8.4 Payments shall be made net within 10 (ten) days after receipt of the invoice. Debt-discharging payment shall be made exclusively to the account stated in the invoice. Wingcopter shall be entitled to demand down payments and advance payments for agreed services. The services shall be invoiced in accordance with the agreements made in the order and the order confirmation. Invoices may also be issued in the event of default of acceptance.

8.5 In the event of the commissioning of configuration services within the meaning of Clause 11, the agreed remuneration shall be due at the latest upon acceptance of the configuration, unless an earlier date has been agreed in the order confirmation or the Individual Contract.

8.6 If the payment deadline is exceeded, the Customer shall be in default without further reminder. The receipt of the invoice amount at the payment office specified by Wingcopter shall be decisive for the timeliness of the payment. In all other respects, the statutory rules concerning the consequences of default in payment shall apply.

8.7 If the Product or service specified in the order confirmation changes subsequently at the Customer's request, Wingcopter shall offer additional services separately.

8.8 Wingcopter shall be entitled, despite the Customer's provisions to the contrary, to set off payments first against older claims against the Customer from the current business relationship. If costs and interest have already been incurred due to default, Wingcopter is entitled to offset payments first against the costs, then against the interest and finally against the principal claim.

8.9 For foreign orders, cash payments in Euro are to be made to the specified paying agent. Costs charged to Wingcopter's paying agent are to be reimbursed by the Customer.

8.10 If the Customer cancels an order that has already been placed, but at the same time orders a different version of the Products, a rebooking fee of 1.5% of the net amount of the cancelled booking shall be due as a contractual penalty.

8.11 If the Customer cancels an order already placed without simultaneously placing a new order for another Product or service, a cancellation fee of 2.5% of the net amount of the cancelled booking shall be due as a contractual penalty.

8.12 Insofar as the Customer cancels an order for which a down payment has already been made and/or which is already in the production planning and/or manufacturing stage, a cancellation fee of 5% of the cancelled net order value shall be due as a contractual penalty.

8.13 In the cases of Clauses 8.10 - 8.12 Wingcopter expressly reserves the right to claim any damages in excess thereof.

8.14 Insofar as the Customer licenses Software in accordance with the provisions in Clause 13, the licence fee shall be invoiced at the beginning of each performance period. If payment is made by SEPA direct debit and a corresponding SEPA direct debit mandate is issued, amounts due shall be collected from the Customer's bank account at the beginning of each new performance period. If the direct debit is not honoured due to a lack of sufficient funds in the account or due to the provision of incorrect bank details, or if the Customer objects to the direct debit although he is not entitled to do so, the Customer shall bear the fees incurred by the reversal of the respective credit institution if he is responsible for this. Wingcopter reserves the right to carry out a credit check when selecting the direct debit payment method and to reject this payment method in the event of a negative credit check.

8.15 If it becomes apparent that due to the Customer's financial situation the fulfilment of its (existing or future) payment obligations is at risk (in particular, but not conclusively, if (i) the Customer suspends its payments, (ii) insolvency proceedings are opened against the Customer's assets, an application is filed in this respect, or the proceedings are not opened due to lack of assets, (iii) seizure or execution

measures are taken against the Customer; (iv) bill or cheque protests are lodged; or (v) debit notes are returned, also vis-à-vis or to third parties), Wingcopter shall be entitled at its own discretion to withhold contractual performance until advance payment of the agreed remuneration or remuneration is made or until reasonable security is provided to third parties), Wingcopter shall be entitled, at its own discretion, to withhold the contractual performance until the agreed payment or remuneration has been paid in advance or until adequate security has been provided. This shall also apply if the Customer is repeatedly (at least in 2 (two) consecutive calendar months or in 3 (three) calendar months within a period of 12 (twelve) months) in default of payment and as a result of which there are reasonable doubts about the Customer's solvency or creditworthiness.

9. Delivery

9.1 Unless otherwise agreed, delivery dates stated in the order are non-binding as estimated delivery dates.

9.2 Compliance with "binding delivery dates" confirmed in writing shall be subject to Wingcopter's own faultless and timely delivery by suppliers.

9.3 Binding delivery periods and dates confirmed in writing shall be deemed to have been complied with if the goods have left Wingcopter's warehouse by their expiry or, if the goods cannot be dispatched in time through no fault of Wingcopter, notification has been given that the goods are ready for dispatch.

9.4 The commencement of the delivery period stated by Wingcopter shall in any case be subject to the timely and proper fulfilment of the Customer's obligations arising from the entire business relationship, in particular receipt of payment and timely fulfilment of all cooperation actions owed. The defence of non-performance of the contract remains reserved.

9.5 Wingcopter is entitled to make partial deliveries.

9.6 If, despite exercising reasonable care, Wingcopter is prevented from fulfilling its obligation due to force majeure, in particular due to the occurrence of unforeseeable, extraordinary circumstances such as war, civil unrest, confiscation, energy supply difficulties, strike or lockout, operational disruptions, a pandemic determined by the WHO, or other circumstances for which Wingcopter is not responsible and which can only be eliminated with unreasonable effort, even if they occur at suppliers and sub-suppliers, the delivery period shall be extended to a reasonable extent. If Wingcopter is unable to deliver and perform in such force majeure cases, Wingcopter shall be released from its performance obligations.

9.7 If the Customer is in default of acceptance or culpably violates other duties to cooperate, Wingcopter shall be entitled to demand compensation for the damage incurred by it as a result, including any additional expenses. Wingcopter reserves the right to further claims or rights.

9.8 Wingcopter shall be liable in accordance with the statutory provisions if the delay in delivery is due to an intentional or grossly negligent breach of contract for which Wingcopter is responsible. Any fault of its representatives or vicarious agents shall be attributed to Wingcopter. If the delay in delivery is due to a negligent breach of contract for which Wingcopter is responsible, the liability for damages shall be limited to the foreseeable, typically occurring damage.

9.9 Wingcopter shall also be liable in accordance with the statutory provisions insofar as the delay in delivery for which Wingcopter is responsible is due to the culpable breach of a material contractual obligation. In this case, however, the liability for damages is limited to the foreseeable, typically occurring damage.

9.10 The Customer may only withdraw from the contract due to failure to meet delivery deadlines if he has previously set Wingcopter a reasonable grace period with threat of refusal and the delivery has not been made within the grace period. This shall not apply if the setting of a deadline is dispensable according to Section 323 (2) BGB.

9.11 Wingcopter's liability in the event of a delay in delivery shall be limited to 0.5% of the overdue delivery value for each full week of delay, however, to a maximum of 5% of the overdue delivery value, within the framework of a lump-sum compensation for delay.

9.12 The Customer shall be in default of acceptance if he does not accept the offered Product or the

contractually provided service at the end of the binding performance period or on the agreed performance date. In case of non-binding performance periods or performance dates, Wingcopter may notify the Customer that the contractual performance can now be performed; if the Customer does not accept the contractual performance within 2 (two) weeks from receipt of the notification of readiness, he shall be in default of acceptance. In the above cases, default of acceptance shall also occur if Wingcopter stores Products at the Customer's request. Reference is made to Clause 10.5.

10. Dispatch, Transfer of Risk

10.1 Unless otherwise stated in the order confirmation, delivery within the EU is FCA Incoterms 2020 and international delivery DAP Incoterms 2020. The Customer is responsible for taking out transport insurance.

10.2 Wingcopter is free to choose the type of dispatch and packaging. The costs of packaging will be charged separately to the Customer by Wingcopter. Packaging materials are to be disposed of by the Customer.

10.3 The delivery is to be checked by the Customer for visible damage upon acceptance by the carrier. Visible damage must be noted in writing in the handover report. Wingcopter must be informed immediately of any damage found.

10.4 If, due to a circumstance for which the Customer is responsible, dispatch or acceptance is delayed or made impossible through no fault of Wingcopter, the risk shall pass to the Customer upon dispatch of the notice of availability.

10.5 In the event of a delay in acceptance, the Customer shall pay storage charges amounting to 0.5% of the delivery value concerned for each month or part thereof that the Customer is in default of acceptance, starting from the first full month after Wingcopter's notification that the goods are ready for dispatch. The storage fee shall be limited to 5% of the delivery value, unless Wingcopter can prove damages exceeding this in case of gross negligence or wilful misconduct of the Customer.

11. Individual Configuration of the Product, Acceptance

11.1 UAS and Software can be configured by Wingcopter according to the Customer's planned field of application for the Products. The services to be provided by Wingcopter in this respect shall be detailed in an Individual Contract. The services shall be invoiced separately by Wingcopter at the respectively applicable rates of remuneration.

11.2 Wingcopter will inform the Customer of the completion of the configuration and request acceptance of the UAS.

11.3 Before carrying out the acceptance, Wingcopter shall make the UAS available to the Customer for a period of 10 (ten) Working Days at Wingcopter's premises for testing purposes. The Parties may mutually agree on an extension of the test phase. If the Customer detects defects or deviations from the agreed performance features during the test phase, the Customer shall inform Wingcopter thereof at least in text form immediately after detection. The provisions of Clause 16 shall apply accordingly.

11.4 If the Customer expresses further customisation requests during the test phase, the Parties shall reach separate agreements on this. The commissioning of further configuration services shall not hinder or suspend the acceptance of the originally agreed scope of delivery of a Product.

11.5 With the end of the test phase, the Parties shall carry out a formal acceptance of the configured Product. The acceptance shall take place no later than 5 (five) Working Days after the end of the test phase. It shall be concluded by the signing of an acceptance protocol by the Customer on the one hand and Wingcopter on the other hand. Clause 16.1 shall apply mutatis mutandis with regard to the elimination of detected defects.

11.6 The Customer may not refuse acceptance of the configuration due to insignificant defects. An insignificant defect within the meaning of this provision is a defect that does not restrict the use of the Product for its intended use current.

12. Retention of Title

12.1 Wingcopter retains title to the delivery item until all claims arising from the business relationship with the Customer have been paid.

12.2 In the event of default in payment or deterioration of the Customer's assets, Wingcopter shall be entitled to take back the delivery item. The taking back of the goods by Wingcopter shall constitute a withdrawal from the contract. After taking back the delivery item, Wingcopter shall be entitled to realise it. The proceeds of the realisation shall be credited against the Customer's liabilities (less reasonable realisation costs).

12.3 In the event of seizure or other interventions by third parties, the Customer shall immediately notify Wingcopter thereof in writing so that Wingcopter can file an action pursuant to Section 771 ZPO (German Code of Civil Procedure). Insofar as the third party is not in a position to reimburse Wingcopter for the judicial and extrajudicial costs of an action pursuant to Section 771 ZPO, the Customer shall be liable for the costs incurred by Wingcopter.

12.4 The Customer is entitled to resell the delivered goods in the ordinary course of business. However, he already now assigns to Wingcopter all claims in the amount of Wingcopter's claims (including VAT) accruing to him from the resale against his Customers or third parties, irrespective of whether the delivery item has been resold without or after processing. The Customer shall remain authorised to collect this claim even after the assignment. Wingcopter's right to collect the claim itself shall remain unaffected. However, Wingcopter undertakes not to collect the claim as long as the Customer meets his payment obligation from the proceeds collected, is not in default of payment and, in particular, no application for the opening of composition or insolvency proceedings has been filed or payments have not been suspended. However, if this is the case, the Customer shall be obliged to inform Wingcopter of the assigned claims and their debtors, to provide all information required for collection and to hand over all documents.

12.5 The processing or transformation of the delivery item by the Customer shall always be carried out on behalf of Wingcopter. If the delivery item is processed with other items not belonging to Wingcopter, Wingcopter shall acquire co-ownership of the new item in the ratio of the value of the goods (final invoice amount, including VAT) to the other processed items at the time of processing. In all other respects, the same shall apply to the item created by processing as to the goods delivered under reservation.

12.6 If the delivery item is inseparably mixed with other items not belonging to Wingcopter, Wingcopter shall acquire co-ownership of the new item in proportion of the value of the goods (final invoice amount, including VAT) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the Customer's item is to be regarded as the main item, it shall be deemed agreed that the Customer transfers co-ownership to Wingcopter on a pro rata basis. The Customer shall keep the sole ownership or the co-ownership for Wingcopter.

12.7 Wingcopter undertakes to release the securities to which it is entitled at the Customer's request to the extent that the realisable value of the securities exceeds the claims to be secured by more than 20%. The selection of the securities to be released shall be incumbent on Wingcopter.

13. Software Licensing, Software Use

13.1 The Customer shall license the Software required for the use and operation of the UAS. Any licence fee to be paid for this shall be set out in the order confirmation or the Individual Contract.

13.2 The Customer is granted a non-exclusive, non-transferable right to use the Software, including its documentation and possibly delivered Updates, Upgrades and enhancements of the Software to the extent necessary for the proper operation of the respective Product in accordance with the provisions of the manual and instructions provided.

13.3 The right of use applies exclusively in relation to the delivery item with which the Software is delivered. The Customer is not permitted to use the Software in isolation or in conjunction with other devices and Products.

13.4 Wingcopter shall provide the Customer with a licence key which allows the Customer to use the contractual Software to the extent contractually agreed in each case. The licence key shall be made available to the Customer at Wingcopter's discretion as a download, via e-mail or as a display on the screen. The licence key is individualised. It is exclusively valid for the respective Customer and the concrete contractual relationship. The Customer is not permitted to pass on the licence key to third parties.

13.5 The Customer is also not permitted to use the Software in any other way, in particular to modify, process, reproduce or translate it or to convert object code into source code.

13.6 The restriction of use also includes access by the Customer to the system level for the purpose of changing factory-set parameters, functions and restrictions of use, insofar as guaranteed properties of the respective Product are not affected by these restrictions on the basis of the agreements made, or the Parties have made separate agreements on this in an Individual Contract.

13.7 Insofar as Wingcopter delivers licence conditions ("End-User Licence Agreement" or "EULA") together with the Software, the Customer confirms the validity of the EULA at the latest with the first use of the Software.

13.8 The aforementioned granting of rights shall only become effective with full payment of the remuneration owed by the Customer.

13.9 Wingcopter continuously develops the Software. Insofar as the Customer wishes to use Updates and Upgrades offered for the Software, the respective Software maintenance conditions issued by Wingcopter shall apply, from which the remuneration to be paid for this also results.

13.10 Updates and Upgrades are always made available via remote connection. The technical requirements to be provided by the Customer for this purpose will be announced by Wingcopter in each case.

14. Support and Maintenance Services

Wingcopter will provide Services for defective UAS in accordance with the following provisions:

14.1 The Customer will provide Wingcopter with a detailed description of the defect detected in text form at least 48 hours before commencing the support and maintenance services. Furthermore, the Customer will provide Wingcopter with the flight log data of the defective UAS.

14.2 Wingcopter shall, if agreed, provide the Customer with a Cost Estimate on this basis.

14.3 The Support and Maintenance Services include the professional execution of the repair of the notified defect. If Wingcopter recognises during the performance of the services that further defects exist which lead to an increase of the expected expenditure by more than 20%, Wingcopter shall inform the Customer thereof before continuing the performance of the Services and await the Customer's further instructions.

14.4 If Wingcopter provides Services on the Customer's premises, the Customer must decide immediately upon notification of extended Services by Wingcopter whether the Services are to be continued or discontinued. If the Customer rejects the proposed scope of Services, Wingcopter may also refuse to perform the further Services. The Services already performed by Wingcopter up to the time of termination of the Services shall be remunerated by the Customer as agreed.

14.5 The periphery in which the respective Product is integrated is not the subject of the Services.

14.6 If, despite proper and professional performance of the Services, the cause of the defect cannot be determined and/or the Services cannot be completed because, for example, required spare parts are not available or cannot be procured, and/or if the Customer refuses the Services pursuant to Clauses 14.3, 14.4, and if the underlying circumstances were not recognisable to Wingcopter when the order was placed by exercising the usual care, the Customer shall pay the costs incurred up to the completion of the performance of the service.

14.7 The Customer shall send the UAS at his own expense and properly packed to the address specified by Wingcopter. He must enclose a complete list of the items enclosed with the Product.

14.8 If the Services are performed at the Customer's premises, the Customer shall, at its own expense, provide Wingcopter's service personnel with access to the Products, provide suitable premises for the performance of the Services and the necessary energy for the operation of the testing machines, provide sufficient personnel and make the defective Product available in such a way that it is operable - with the exception of any defect-related failure - and, in particular, that the hardware and Software necessary for its operation are also available.

14.9 The Customer shall observe the provisions pursuant to Clauses 16.8, 16.9.

14.10 The Services will be charged at Wingcopter's then applicable rates.

14.11 Insofar as acceptance of the Services has been agreed, the provisions in Clauses 11.5, 11.6 shall apply accordingly.

15. Training Services

15.1 Wingcopter offers comprehensive Product Training Services for their Products.

15.2 The content and scope of the training courses, the certificates to be achieved as well as the remuneration to be paid by the Customer for these are set out in the respective current training Service Description, the order confirmation and/or the Individual Contract.

16. Warranty

16.1 The Customer's rights in respect of material defects shall be subject to Customer duly complying with its obligations to inspect and give notice of defects pursuant to Section 377 HGB (German Commercial Code) and having notified Wingcopter without delay of any defects discovered.

16.2 Changes in the execution of the services as well as other changes that serve technical progress shall not constitute defects.

16.3 If operating or maintenance instructions for the Products are not followed, necessary Updates of the Software are not carried out, changes are made to the Products, parts are processed or replaced by the Customer or unauthorised and certified third parties, or if the Customer or an unauthorised and not certified third party carries out other services on the Products, the claims for rectification of defects shall lapse insofar as the defect arose as a result of this or is attributable to this. The same applies to defects caused by excessive use or incorrect handling, deviating from the Product specifications and the provisions of the manual. This includes in particular, but is not limited to, harmful external influences such as temperature loads, exposure to moisture, physical or electrical stresses, voltage fluctuations, lightning, exposure to static electricity, fire, sand and similar events or external influences that lead to a load outside the limits approved for the UAS.

16.4 In the event of a defect, Wingcopter shall, at its discretion, either remedy the defect or deliver a replacement. In the event of rectification of the defect, Wingcopter shall bear the costs for spare parts and labour.

16.5 The offer of a supplementary performance by Wingcopter shall not be construed as an acknowledgment of a legal obligation on this.

16.6 The Customer shall provide Wingcopter with a detailed description of the defect in text form within 3 (three) Working Days of discovering a defect.

16.7 The Customer shall also keep a "technical and flight logbook" for the UAS during the limitation period according to Clause 16.15 and provide Wingcopter with the flight log data as recorded by the UAS flight controller in the event of a warranty claim.

16.8 Defective Products and components are to be returned to Wingcopter by the Customer upon Wingcopter's request and in accordance with Wingcopter's instructions. For a proper collection of returned goods at Wingcopter, it is indispensable that the Customer uses the procedure specified by Wingcopter, in particular also transmitted return labels, and that the Products / components are duly marked. As far as an acceptance of returned goods is not possible or only possible with difficulty due to lack of proper labelling of the goods by the Customer at Wingcopter, the Customer shall be exclusively

liable for this. This includes any increased processing costs as well as the possible loss of returned goods in Wingcopter's warehouse due to a lack of possible allocation.

16.9 Before sending in the UAS, the Customer must remove any components he has inserted from the UAS. Wingcopter is not obliged to inspect the UAS for the installation of such components. Wingcopter shall not be liable for the loss or damage of installed components, unless it was readily apparent to Wingcopter at the time of taking back the UAS that a component had been inserted into the UAS. In this case Wingcopter shall inform the Customer and keep the component ready for collection by the Customer. The Customer shall bear the costs incurred in this respect.

16.10 Wingcopter strongly recommends that separate backup copies of the Software, existing applications and stored data are made on a separate data carrier before sending the UAS to Wingcopter. Furthermore, all passwords must be deactivated for the performance of the Services. Liability for loss of data and the restoration of the Software and applications on the UAS is expressly not assumed. It is the Customer's responsibility to reinstall the Software, applications and data on the UAS and to reactivate the passwords after Wingcopter has completed the Services.

16.11 If Wingcopter is not successful with the subsequent performance within a reasonable period of time which allows at least 2 (two) attempts to remedy the defect, the Customer shall be entitled to set Wingcopter a reasonable final period of grace which allows at least 2 (two) further attempts to remedy the defect. If the rectification is also unsuccessful within this last grace period, the Customer shall be entitled to reduce the remuneration or to withdraw from the contract at his discretion.

16.12 Liability for defects shall lapse if the Customer has not given Wingcopter the opportunity to rectify the defect or deliver a replacement within a reasonable period of time.

16.13 The liability for defects expires if the UAS is not operated by UAS operators who have the legally required licences and have successfully participated in the Product training offered by Wingcopter, and the defect can be traced back to this or has in any case been partly caused by it.

16.14 If the review of the notice of defect shows that a claim for defects is not given, the costs incurred up to that point shall be borne by the Customer.

16.15 The limitation period for claims for defects is 12 (twelve) months. It begins with the delivery of the goods or, in case of Clause 11, with the successful acceptance of the configuration. The limitation period shall not begin again if a replacement delivery is made within the scope of liability for defects.

16.16 Insofar as manufacturers of components used grant performance and Product guarantees, these are granted exclusively by the respective manufacturers. After expiry of the warranty periods, any claims of the Customer arising from these warranties must be asserted directly against the manufacturer.

16.17 The above provisions shall also apply in cases of assertion of warranty claims by consumers against the Customer or the Customer's buyers. Sections 478, 479 BGB shall not apply in this respect. Insofar as the interests of the Customer are not adequately taken into account in corresponding cases by means of rectification or subsequent delivery in accordance with the above provisions, the Customer shall be entitled to reasonable compensation in the form of a credit note for the value of the defective Product concerned, even beyond the limitation period of Clause 16.15, within the limitation period of Section 479 (2) BGB.

17. Liability

17.1 The products of Wingcopter shall solely be used in compliance with the manuals and product specifications issued by Wingcopter for it in its then applicable form. Customer has to observe and comply with the statutory and regulatory provisions. Customer shall solely be responsible to inform himself/herself about the applicable provisions and have all possible needed certifications available in a valid version.

17.2 Wingcopter shall be liable in accordance with the statutory provisions if it culpably breaches a material contractual obligation. Liability is excluded in the case of simple negligent breaches of non-essential contractual obligations.

17.3 Insofar as the Customer is entitled to claim compensation for damage instead of performance, Wingcopter's liability shall in principle be limited to compensation for the foreseeable, typically occurring damage.

17.4 Liability for injury to life, limb or health shall remain unaffected by the above limitation of liability. This also applies to mandatory liability under the Product Liability Act and liability due to fraudulent concealment of a defect or due to the assumption of a guarantee.

17.5 Any further liability is excluded regardless of the legal nature of the asserted claim. In particular, Wingcopter shall not be liable for damage that has not occurred to the Products themselves, such as loss of profit and other financial losses.

17.6 Insofar as liability is excluded or limited, this shall also apply to the personal liability of Wingcopter's employees, representatives and vicarious agents.

17.7 Insofar as liability for damages not based on injury to life, body or health of the Customer is not excluded for slight negligence, such claims shall become statute-barred within 1 (one) year beginning with the accrual of the claim.

17.8 In the event of impossibility of performance, Wingcopter's liability in the event of fault shall be limited to 10% of the value of that part of the delivery or service which cannot be put into useful operation due to the impossibility. Any further claims for damages by the Customer shall be excluded. This shall not apply if Wingcopter is compulsorily liable in cases of intent or gross negligence. The Customer's right to withdraw from the contract remains unaffected. Any deposits paid by Customer shall be refunded immediately.

17.9 An event of impossibility in the means of these terms includes all practical or economic impossibilities of a performance of Wingcopter, incl. obstructions in the supply chain and/or feasibility of technical and/or regulatory requirements with an appropriate effort.

18. Export Control

18.1 Products supplied by Wingcopter and related documents and manuals may be subject to export control laws or trade restrictions of Germany, the EU, the UN, the USA or other countries.

18.2 The Customer warrants that it is aware of all applicable trade control laws, that it will keep its knowledge thereof up to date and ensure that it and its employees comply therewith at all times. In particular, but not conclusively, it shall apply for licences and permits for the export, re-export or import of the Products to the extent required in each case. The Customer undertakes not to deliver the Products to companies which are on current blacklists for Germany, the EU and/or the USA and not to export the Products to countries which are subject to an embargo under the laws of Germany, the EU and/or the USA.

18.3 "Trade Control Laws" for the purposes of these provisions includes all applicable laws governing the import, export or re-export of goods, software, technology or their direct products, including (i) applicable customs provisions, Council Regulation (EC) No. 428/2009; (ii) any sanctions regulations issued by the Council of the European Union; (iii) the International Traffic in Arms Regulations ("ITAR"); (iv) the Export Administration Regulations ("EAR"); and (v) the regulations and instructions issued by the U.S. Department of the Treasury, Office of Foreign Assets Control regarding export control, anti-boycott and trade sanctions.

18.4 In the sense of Clauses 18.2, 18.3 Customer shall in particular not sell, export or re-export, directly or indirectly, to the Russian Federation or Republic of Belarus or for use in the Russian Federation or Republic of Belarus any goods supplied under or in connection with an Individual Contract that fall under the scope of Art. 12g of Council Regulation (EU) No. 833/2014 or Art. 8g of Council Regulation (EU) No.765/2006.

The Customer shall undertake its best efforts to ensure that the purpose of paragraph one of this Clause 18.4 is not frustrated by any third parties further down the supply chain, including by possible resellers.

The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the supply chain, including by possible resellers, that would frustrate the purpose of paragraph one.

Any violation of paragraphs one, two or three shall constitute a material breach of an essential element of the Individual Contract, and Wingcopter shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of the Individual Contract; and (ii) a penalty of 5% of the total value of the Individual Contract or price of the goods exported, whichever is higher.

The Customer shall immediately inform Wingcopter about any problems in applying paragraphs one, two or three, including any relevant activities by third parties that could frustrate the purpose of paragraph one. The Customer shall make available to Wingcopter information concerning compliance with the obligations under paragraph one, two and three within 2 (two) weeks of the simple request of such information.

18.5 The Customer shall indemnify Wingcopter and Wingcopter's affiliates on first demand against any liability and claims of third parties asserted against Wingcopter, or any of Wingcopter's affiliates, as a result of a breach of the provisions of this Clause 18 by the Customer.

18.6 Wingcopter expressly draws attention to the fact that applicable trade control laws may impede or prevent delivery. The Customer agrees and undertakes to assist Wingcopter in this regard and to obtain at its own expense all necessary documents (e.g. end-use declaration) required for obtaining an export licence and to make them available to Wingcopter upon first request.

19. Wingcopter’s General Business Principles

19.1 The Customer agrees to comply with the Applicable Laws, including the Minimum Wage Act, in the performance of the agreements binding the Parties. "Applicable Laws" as used herein shall include all (i) laws (including statutes and regulations promulgated thereunder) applicable to persons, property or other legal relationships; (ii) national, regional, state or local laws and statutes; (iii) judgments and orders of courts of competent jurisdiction; (iv) rules, regulations and orders issued by governmental agencies, authorities and other regulatory bodies; and (v) governmental approvals, permits, licenses, consents and authorizations. The Customer shall inform Wingcopter without delay of any significant violations thereof in the performance of its services. Reference is made to Clause 19.6.

19.2 The Customer agrees to comply with the principles contained in Wingcopter's General Business Principles (or, to the extent the Customer has adopted similar principles, these principles) as they may be released by Wingcopter, in all dealings with and on behalf of Wingcopter in connection with the relevant contracts concluded and related matters.

19.3 Customer represents and warrants that (i) it is aware of and will comply with the Anti-Corruption Laws; (ii) Customer and its employees have not made, offered, authorized or received, and will not make, offer, authorize or accept in the future, any payment, gift, promise or other benefit, directly or indirectly, through any third party, to, for the purpose of, or for the benefit of any governmental agency or other person, if such payment, gift, promise or other benefit constitutes a payment to expedite any transaction or is in violation of any applicable law and will not make, offer, authorize or accept any such payment, gift, promise or other benefit in the future if such payment, gift, promise or other benefit constitutes a payment to expedite transactions or violates any applicable anti-corruption law. The Customer shall notify Wingcopter immediately if it becomes aware of any information or knowledge of any matter that is prohibited by these regulations.

Anti-Corruption Laws as defined herein means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010, the Anti-Money-Laundering (AMLD V)-Directive (EU), 2018/843 of 30 May 2018, and any other applicable laws prohibiting tax evasion, money laundering or other criminally sanctioned acts such as bribery, giving gratuities, acceleration payments, or other favors to agents of public authorities or persons.

19.4 The Customer confirms that neither he, nor any member of his company, is a member of a public authority, or a person who can illegally influence Wingcopter, or companies associated with Wingcopter. The Customer shall inform Wingcopter immediately if he becomes a member of an authority. Wingcopter shall then examine whether the activity is compatible with these business principles and whether a continuation of the business relationship with the Customer is possible.

19.5 The Customer shall ensure that all transactions relating to its relationship with Wingcopter are accurately documented and recorded in its books and records and at all times truthfully reflect the activities to which they relate. This includes information on the purpose of a transaction, with whom the transaction was entered into or what services were exchanged. Wingcopter shall have the right to verify compliance with these provisions by conducting appropriate audits at the Customer's premises.

19.6 The Customer shall indemnify Wingcopter upon first request against any liability and claims of third parties asserted against Wingcopter as a result of a breach of the provisions of this Clause 19 by the Customer.

20. Privacy Policy

20.1 Insofar as the Parties mutually provide each other with personal data within the scope of the performance of a contract, such data shall be transmitted and processed in accordance with the respective applicable provisions of data protection law, in particular the provisions of the GDPR and the BDSG (German Federal Data Protection Act).

20.2 Each Party is a data controller in relation to the personal data it provides.

20.3 To the extent that the Customer is located in a country outside the European Economic Area, a third country, which does not ensure an adequate level of data protection under data protection law in accordance with Regulation (EU) No. 2016/679 ("GDPR"), the standard contractual clauses pursuant to the Annex to European Commission Implementing Decision 2021/914/EC shall be the subject matter of the contract.

20.4 Wingcopter has instructed third parties to support it fulfilling its contractual obligations. For payment handling Wingcopter has instructed certified payment providers which have a license for these kinds of transactions. With regard to the processing of personal data Wingcopter has entered into data processing agreements with these partner companies in compliance with Art. 28 GDPR. Apart from that the general terms and conditions and contractual provisions of the respective provider are applicable. These are to be accepted by the Customer after selecting the payment method in the course of payment.

20.5 The data necessary for the processing of the order and communicated by the Customer will be stored and, if necessary, passed on to vicarious agents within the framework of the execution of the order. Furthermore, Wingcopter reserves the right to use the data provided for its own advertising purposes (e.g. sending of information material) within the framework of the respective applicable legal provisions or consents granted.

20.6 The Customer is entitled to object to Wingcopter's use, processing or transmission of his data for marketing purposes at any time. After receipt of the revocation, Wingcopter will immediately stop sending further advertising material.

21. Subcontractors

Wingcopter is entitled to use subcontractors at its own discretion for the provision of the services. Insofar as Wingcopter is named as the provider of the services in these GTC or the order confirmation, this shall also include the provision of the services by any subcontractors.

22. Set-off and Right of Retention

22.1 The offsetting or exercise of a right of retention by the Customer due to disputed or not legally established claims is excluded.

22.2 The exercise of a right of retention by the Customer is also excluded insofar as asserted counterclaims are not based on the same contractual relationship.

23. Assignment

23.1 The Customer may not assign its rights and obligations under the contracts binding the Parties, in whole or in part, without Wingcopter's prior written consent.

23.2 Wingcopter is permitted to assign its rights and obligations, in particular to affiliated companies within the meaning of Sections 15 et seq. AktG (German Stock Corporation Act).

24. Final Provisions

24.1 Insofar as written or text form is required in these GTC, this shall also include any form of electronic communication, in particular, but not exclusively, via e-mail, and transmission via fax.

24.2 All legal relations between Wingcopter and the Customer shall be governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

24.3 Place of performance is the registered office of Wingcopter. The exclusive place of jurisdiction for all disputes arising from or in connection with the GTC and Individual Contracts is the registered office of Wingcopter.

24.4 Should any provision of these GTC be or become invalid or unenforceable, or should the Parties determine that there is a gap in the GTC, this shall not affect the validity of the remaining provisions. An appropriate provision shall apply in place of the invalid or unenforceable provision or to fill the gap. This shall, as far as legally possible, come as close as possible to what the Parties would have intended if they had considered the point when concluding the contract or subsequently including a provision. The Parties shall in that case agree on a valid or enforceable provision or a provision to fill the gap that comes as close as possible in economic and legal terms to the meaning and purpose of the contract that the Parties intended when they signed it.

As of 24th March 2026