

TERMS AND CONDITIONS (non-binding translation)

VIDEOGRAPHICS Ingenieurgesellschaft mbH



every detail matters

1. Area of Application of Terms:

All offers, order confirmations, services, supplies, agreements and finalized contracts are based on the exclusively on the "Bürgerliche Gesetzbuch (BGB)" and the terms listed herewith. They shall be valid for all future business relationships even if this has not been agreed again explicitly. At the latest with the receipt of shipment or service the terms are deemed accepted.

Any terms differing from those stated in here from the customer of Videographics Ingenieurgesellschaft mbH are explicitly objected. They will not be accepted, even if they are not explicitly objected in any other form.

2. Offer and Contract Conclusion

Videographics Ingenieurgesellschaft mbH offers their customers technical services applying drones (multirotor) e.g. to perform thermography, precision aerial surveying / photogrammetry, high resolution aerial images and the subsequent data processing.

In addition, Videographics Ingenieurgesellschaft mbH sells highly precise PPK-satellite-aerial surveying systems, manufactured by KLAU Geomatics and professional drone systems (UAS) from market leader DJI.

All offers are subject to change and non-binding. Any close will not become valid until a written order confirmation has been issued or a contract has been signed by Videographics Ingenieurgesellschaft mbH. The return of a written offer, signed by the customer at the appropriate place shall be deemed equal to a signed contract

3. Scope of Service

The scope of service or delivery is exclusively according to what has been stated in the order confirmation or contract. A signed and returned offer is equal to a signed contract.

All image producing services (visible image thermal image, radiometric temperature measurement) shall be provided as information only for the customer about the recognizable condition of the inspected object. Any evaluation provided by Videographics Ingenieurgesellschaft mbH shall be deemed to support the customer's interpretation of the information/data and customer's conclusions of potential root causes of detected defects.

4. Service and Fees

All prices are net prices and will be charged plus the relevant VAT as applicable.

Unless otherwise agreed the payment claim of Videographics Ingenieurgesellschaft mbH shall exist for every single service, as soon it has been performed. Partial payments shall only be permitted based on written agreement with Videographics Ingenieurgesellschaft mbH.

Invoices received from Videographics Ingenieurgesellschaft mbH shall be due for payment immediately at the full stated invoiced amount. Any customer missing to pay the invoiced amount within the agreed date will be in default immediately – even if no reminder or formal appeal has been issued. Interest rates of 8% above the legal base interest rate shall apply. Shall a customer be already in default, Videographics Ingenieurgesellschaft mbH is justified to refuse any further services.

If customer shall cancel an order which has been already confirmed by Videographics Ingenieurgesellschaft mbH the following fees shall apply, if not otherwise agreed on:

- 7 - 4 day prior to the appointed date 30% of the fee
- 3 - 2 day prior to the appointed date 60% of the fee
- 24 hours prior to the appointed date 100% of the fee

Should it turn out at the service site that a drone (multirotor) mission cannot be accomplished due to the customer's lack of cooperation according to number 8 of these terms and conditions or has to be stopped the agreed-on fee will be due for payment immediately at 100%.

Customer shall only set undisputable claims against existing claims of Videographics Ingenieurgesellschaft mbH or set forth any right of retention.

All services and supplies of Videographics Ingenieurgesellschaft mbH shall remain property of Videographics Ingenieurgesellschaft mbH until fully paid. Any right of use shall not exist until receipt of full payment.

5. Sub-Contractors

Videographics Ingenieurgesellschaft mbH shall be eligible in order to fulfill their services and supplies to contract third party services and supplies based on their sole discretion.

6. Warranty and Compensation

Complaints shall be made in written form from the customer including a justification within 10 work days after the service provided by Videographics Ingenieurgesellschaft mbH or an assigned service provider. In the case of a qualified and in time complaint the customer has the right to cure and under legal prerequisites subsequently compensation. The parties to the contract agree that any request for compensation from Videographics Ingenieurgesellschaft mbH, regardless of the legal cause, shall not exceed the contracted fee. Compensation requests from the customer shall be excluded, as long as they are not based on intention or cross carelessness of Videographics Ingenieurgesellschaft mbH.

Any warranty for the timely execution of contracted drone service shall not be exist. Should a drone mission be delayed or become impossible due to environmental conditions (precipitation, fog, strong winds or gusty wind (<7.5m/sec in close proximity to buildings, >10m/sec for aerial surveying), extreme temperatures (<-10°C, > 40°C) etc. customer shall not have any right for compensation. Videographics Ingenieurgesellschaft mbH shall undertake everything possible to execute the service if possible at a later time.

7. Liability

a) Videographics Ingenieurgesellschaft mbH shall test all data storage media using a up to date virus scanner to provide "virus free" data customer shall receive under any contract where these terms apply. Any additional commitment and liability for failure free and virus free data shall not be taken by Videographics Ingenieurgesellschaft mbH

b) Videographics Ingenieurgesellschaft mbH shall not be held liable as far as legally possible for any business resulting from any of their recommendation. If Videographics Ingenieurgesellschaft mbH is providing their service as a sub-contractor, they shall not be held liable against the end customer.

8. Customer's Duty of Cooperation

a) Customer shall be held liable to execute on the duty of cooperation. Customer especially is held liable to keep dates and to generate appropriate conditions to execute drone missions. These duties are e.g. providing necessary, free of charge personnel. In addition, customer shall – if not agreed on otherwise in writing- obtain the required private allowances/permissions for the drone mission. Should the customer's failing to accomplish the duty of cooperation subsequently lead to damage, customer shall be held responsible for adequate compensation.

b) Videographics Ingenieurgesellschaft mbH will acquire the required permissions from the authorities. Videographics Ingenieurgesellschaft mbH will receive all requested information, local maps, take-off and landing permissions from land owner, flight-over permission from house owners, plant managers etc. as fast as possible. Only if all requested information has been provided, Videographics Ingenieurgesellschaft mbH will acquire authorities' permits. As far as not agreed otherwise, all associated cost with the permits including taxes etc. are to be bear by the customer, at least 100 €. Exceptions are: already acquired general operating permits and exemptions from restrictions by the state aviation authorities (Bayern and Baden Württemberg only).

c) Customers Duties for Drone Missions:

- Providing a safe take-off and landing area 5 x 5 meters
- Having an informal written permission from land owner/user for take-off and landing (e.g. agricultural territory, road, trail, area in the neighborhood)
- If the mission requires to pass over a housing area which is not customer's property/customer's right of use, acquiring an informal written permission to do so
- If the intended area of the planned mission is in proximity (less than 100 meters) of rail tracks, powerlines, highways e.g. Germany: (Bundesstraßen/Autobahnen) Rivers with commercial boating activities Videographics Ingenieurgesellschaft mbH shall be informed immediately
- Assuring that there are no groups of people (>12 persons) closer than 100 meters to the extent area of the mission

d) Customer shall test data carrier with an up-to-date virus scanner to assure that it is virus free and warrants to Videographics Ingenieurgesellschaft mbH to only supply tested data carrier.

9. Intellectual Property Rights

a) All ideas, sketches, plans, drawings, images, moving images remain with all rights property of Videographics Ingenieurgesellschaft mbH. Use of the final product is limited to the use described in the offer/order/contract. Especially reproductions, multiplication and commercial use require the written permission from Videographics Ingenieurgesellschaft mbH.

b) Videographics Ingenieurgesellschaft mbH if not otherwise agreed on, has the rights to fully, in parts and unlimited within Germany or any other state to

- Publicly show video sequences and images on the internet (e.g. YouTube channel)
- Use Images and image details from videos for their own advertisement
- Commercially sell aerial images

c) Videographics Ingenieurgesellschaft mbH shall not be responsible for any data security violations or third party copy right claims resulting from commercial use of images, videos etc. by the customer.

10. Sales of KLAUPPK- and UAVs

Videographics Ingenieurgesellschaft mbH is sales partner of KLAU Geomatics Australia (KLAUPPK) and consults, distributes and sales exclusive high precise UAV-GNSS-positioning systems for geo data generation and surveying activities (PPK-DG) and combines them if required with UAV products from different UAV manufacturers into rtf (ready-to-fly) aerial imaging surveying systems. Sales offers from Videographics Ingenieurgesellschaft mbH are exclusively targeted towards business customers (B2B). For safe UAV operation and the subsequent requirements e.g. operating permits, operator license etc. customer shall be held sole accountable.

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11. Academy and Training Offers

Training and seminars offered by Videographics Ingenieurgesellschaft mbH are targeted especially for professional customers.

a) Copyright: All seminar content and handouts have been designed and written by Videographics Ingenieurgesellschaft mbH, unless marked otherwise and are protected by copyright. Any materials hereunder must not be copied, nor provided to third parties, or made publicly available in part or as a whole. Especially potential copyright of any third party has to be observed.

b) UAV-Flight School: Drone flight training are provided in cooperation with Luftprofile GmbH with their business headquarter in Flensburg, Germany. Luftprofile GmbH is registered under the acknowledged firm (anerkannte Stelle) AST.006 in order to conduct exams for the German drone operator license "Kenntnisnachweis" according to §21a LuftVVO.

c) UAV-Photogrammetry - and Surveying seminar: All content regarding the workshops on UAV-Photogrammetry and precision aerial surveying has been exclusively designed and written by Videographics Ingenieurgesellschaft mbH. The content is dedicated to provide a broad but detailed knowhow targeting on all relevant and practical oriented aspects of photogrammetry and data processing. The content of the seminar however are not subject to full completeness. A warranty claim for accuracies in customer projects must not be concluded.

d) Registration /Payment / Prevention / Cancellation

- **Registration:** A binding registration has to be made in writing, e.g. by email to: 'seminar@videographics.de'
- **Seminar Fee:** The according seminar fee usually will be issued on the website of Videographics Ingenieurgesellschaft mbH. The binding fee is the amount stated on the invoice.
- **Terms of Payment:** The invoiced amount is due ahead of the seminar date, latest at the day registration ends (usually 2 weeks ahead of the seminar date) For any late registration (less than two weeks before the seminar) the invoice amount is due immediately. If the fee has not been paid (amount needs to be credited on our account) at the time the seminar starts, participation is not possible.
- **Prevention:** In case a participant is prevented (regardless of the cause) to join the seminar, the following rules shall apply:
 1. Another person will be participating
 2. The registered participant will attend the same workshop on one of the following dates (given the minimal required participants are fulfilled and the workshop is not booked out)
 3. Any refunding after the final registration date is not possible
- **Cancellation:** In case a written registration will be canceled, the following deadlines / cost apply:
 1. Until four weeks prior to the seminar: Cancellation fee: 0%
 2. Until registration deadline: Cancellation fee: 50%
 3. After the registration deadline: Cancellation fee: 100%

e) Cancellation of the seminar:

- **Force Major:** If a seminar is caused to be canceled due to force major e.g. war, catastrophes etc., Videographics Ingenieurgesellschaft mbH will try to run the seminar at a later time and/or different location. Reimbursement of the fee is not possible.
- **Disease / Illness / Unavailability of the instructor:** If the workshop has to be canceled due to sickness of the instructor or other major issues and a adequate replacement can not be organized in time, the seminar fee will be refunded.

12. Written Form

Changes and amendments of contracts, order confirmations or these terms are required in a written form. Verbal agreements are invalid and would require a written confirmation by Videographics Ingenieurgesellschaft mbH.

13. Strict Confidentiality

All parties under these terms agree to keep all insights evolving from their business relationship highly confidential. This will remain even the contract has ended. Customer shall be informed that due to contractual activities data will be stored

14. Severability Clause

Should individual provisions of the contract be invalid or cannot be executed or should become invalid or cannot be executed after the contract has been signed, all remaining provisions will remain valid. The provision which has become invalid or cannot be executed shall be replaced by a provision which addresses the economic goal as closest as possible to what has been intended by the contract parties with the invalid or not able to execute provision. The preceding provisions shall be valid accordingly in the case of any incompleteness of this contract. § 139 BGB shall not be applied

15. Applicable Rights

For all legal relationships the materials right of the Federal Republic of Germany, excluding the Convention on the International Sale of Goods (CISG) shall be applied.

16. Place of Jurisdiction

All disputes arising from services and supplies of Videographics Ingenieurgesellschaft mbH including its validity shall be finally settled according to the Arbitration Rules of the Chamber of Industry and Commerce of Munich and Upper Bavaria (IHK München) without recourse to the ordinary courts of law.

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