

## QUESTUAV TERMS AND CONDITIONS FOR AERIAL MAPPING SERVICES

### 1 INTRODUCTION

- 1.1 The terms contained in this document (Terms and Conditions) apply to all transactions for the purchase of Services and Deliverables from the Site. By ordering any Services from our Site you are indicating your acceptance to be bound by these Terms and Conditions. They form a legal agreement between you and us and can only be amended with our consent. You can print a copy of these Trading Terms by selecting the print option from the “File” menu of your browser.
- 1.2 We reserve the right to change these Terms and Conditions from time to time without prior notice to you, provided that any such change will not affect any purchases you have made before the change is implemented.

### 2 INTERPRETATION

- 2.1 In these Conditions, the following definitions apply:

**Basic Price:** the agreed price for the provision of Services and Deliverables by QuestUAV to the Customer to be contained within the Quotation Form, which is net of all expenses reasonably incurred by QuestUAV in the provision of the Services as specified within clause 7.1.

**Business Day:** a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

**Commencement Date:** has the meaning set out in clause 3.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 13.7.

**Contract:** the contract between QuestUAV and the Customer for the supply of Services in accordance with these Conditions.

**Customer:** the party which purchases Services from QuestUAV.

**Deliverables:** the deliverables as set out in the QuestUAV issued quotation and Service Specification.

**Deposit:** 50% of the agreed basic price payable to QuestUAV by the Customer prior to the commencement of any surveying work.

**Force Majeure Event:** has the meaning given to it in clause 13.1a).

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.



**Purchase Order:** the Customer's order for the supply of Services, created by the Customer signing and returning to QuestUAV the signed Quotation Form and signed Service Specification form, which action will be deemed to constitute written acceptance of QuestUAV's quotation.

**QuestUAV:** QUESTUAV Ltd at Unit 7b, Coquet Enterprise Park Amble, Northumberland, NE65 0PE registered in England and Wales with company number 7761975.

**Services:** the Services, including the Deliverables, supplied by QuestUAV to the Customer as set out in the Service Specification.

**Service Specification:** the description or specification for the Services provided in writing by QuestUAV to the Customer accompanying QuestUAV's Quotation Form.

2.2 In these Conditions, the following rules apply:

- a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- b) a reference to a party includes its personal representatives, successors or permitted assigns; a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- c) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- d) a reference to **writing** or **written** includes paper mail, faxes and e-mails.

### 3 BASIS OF CONTRACT

- 3.1 The Purchase Order constitutes an intent to pay by the Customer for Services in accordance with these Conditions.
- 3.2 The Purchase Order shall only be deemed to be accepted when QuestUAV receives the signed Quotation Form and signed Service Specification Form back from the Customer at which point and on which date the Contract shall commence (**Commencement Date**). QuestUAV will provide written confirmation to the Customer of the safe receipt of the signed Quotation Form and signed Specification Form at the same time as confirming the commencement date of the Contract.
- 3.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of QuestUAV which is not set out in the Contract.
- 3.4 Any samples, drawings, descriptive matter or advertising issued by QuestUAV and any descriptions of the Goods or illustrations or descriptions of the Services contained in QuestUAV's catalogues or brochures or website are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

- 3.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.6 Any quotation given by QuestUAV shall not constitute an offer and is only valid for a period of 30 Business Days from its date of issue.

#### **4 QUALITY OF SERVICES**

- 4.1 QuestUAV makes no express or implied warranty or representation concerning the Services, or their accuracy or completeness and therefore excludes all conditions, warranties and representations (express or implied), statutory or otherwise in respect of the Services deliverable under this Contract including any photogrammetric or geospatial accuracies and as such QuestUAV cannot be held responsible for any results or surveys that are considered unsatisfactory.

#### **5 SUPPLY OF SERVICES**

- 5.1 QuestUAV shall provide the Services to the Customer in accordance with the Service Specification in all material respects.
- 5.2 QuestUAV shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and QuestUAV shall notify the Customer in any such event.
- 5.3 QuestUAV warrants to the Customer that the Services will be provided using reasonable care and skill.
- 5.4 The Customer acknowledges and agrees that QuestUAV's delivery of any Services may be dependent upon QuestUAV's obligations to comply with its Civil Aviation Authority (CAA) permissions to conduct Aerial Work. Furthermore, the Customer acknowledges that:
- a) Permission from the CAA, local Police, other authorities and relevant landowners, when needed, can take considerable time. All Services are subject to the Customer obtaining permission from landowners and legal access from which to safely operate the QuestUAV equipment. QuestUAV can undertake this under certain circumstances at an additional charge;
  - b) Certain shots from specific locations, directions and heights, may not be possible on the day for various operational reasons. In such cases, the best possible alternative shot(s) will be supplied and these will be deemed to fulfil the obligations under the Services;
  - c) All outdoor location photography is dependent upon suitable weather conditions and forecasting. The quality (e.g. exposure and sharpness) of photographs taken in light levels below 600 lumens cannot be guaranteed and usually will not be attempted. Images required to be taken in a southerly direction (into the sun) may suffer from lens flare and other detrimental effects;
  - d) All flights are dependent upon suitable weather conditions and forecasting. The drones operated by QuestUAV cannot fly in winds exceeding the limit set by the drone manufacturer. The drones cannot operate in rain or any cloud or mist that limits the pilot's line of sight with the drone; and

- e) In exceptional circumstances (such as where the surface of a surveyed area is too homogenous) QuestUAV cannot guarantee the quality of photographs taken which may result in QuestUAV being unable to completely fulfil or fulfil at all its obligations under the Contract. In these circumstances, save where the error has resulted from incomplete or inaccurate information being provided by the Customer, QuestUAV will refund part or all of any deposit received and not accept any other liability. In any event as per clause 10 of the Contract the liability of QuestUAV will be limited to the total value of the Contract with no liability accepted for indirect and / or consequential loss.
- 5.5 The Customer hereby acknowledges the flight and operational restrictions set out in the clause 5.4 and that QuestUAV cannot be held liable for any delay in the provision of the Services as a result of delays or change caused by such restrictions.
- 5.6 QuestUAV gives the Customer permanent rights and permissions to use both raw and processed imagery without restriction once invoices have been paid in full. QuestUAV is by law the copyright holder of imagery taken by QuestUAV aircraft and flown by QuestUAV staff.

## 6 CUSTOMER'S OBLIGATIONS

- 6.1 If QuestUAV's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- a) QuestUAV shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays QuestUAV's performance of any of its obligations;
  - b) QuestUAV shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from QuestUAV's failure or delay to perform any of its obligations as set out in this clause;
  - c) the Customer shall reimburse QuestUAV on written demand for any costs or losses sustained or incurred by QuestUAV arising directly or indirectly from the Customer Default.

## 7 CHARGES AND PAYMENT

- 7.1 The charges for Services shall be on a time and materials basis. The charges shall be calculated in accordance with QuestUAV's pricing structure. QuestUAV shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom QuestUAV engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by QuestUAV for the performance of the Services, and for the cost of any materials.
- 7.2 The Customer shall, at the commencement of the Contract, be provided with a Quotation Form which shall

confirm the Basic Price for the provision of Services and Deliverables by QuestUAV, such price will include all charges levied by QuestUAV for provision of the Services and Deliveries, save for the expenses detailed above in Clause 7.1 and reasonably incurred by QuestUAV whilst providing the agreed Services. All additional expenses incurred by QuestUAV will be itemised and a detailed breakdown will be provided to the Customer prior to a request for payment being made.

7.3 QuestUAV reserves the right to:

- a) increase its standard daily fee rates for the charges for the Services. QuestUAV will give the Customer written notice of any such increase before the proposed date of the increase; and

7.4 In respect of Services, QuestUAV shall invoice the Customer as follows:

- a) An invoice for 50% of the agreed basic price as a deposit prior to the survey occurring. The surveying work will not commence until such time as the full amount of the deposit has been received as cleared funds into the bank account nominated by QuestUAV;
- b) A second invoice for the remaining 50% of the agreed basic price plus any additional expenses incurred as per Clause 7.1 which will be fully particularised in the invoice prior to the delivery of raw images and data;
- c) Any further invoices required to be satisfied in respect of additional expenses reasonably incurred by QuestUAV which expenses are necessary to enable them to satisfy their obligations under the Contract.

7.5 The Customer shall pay each invoice submitted by QuestUAV:

- a) Immediately and within 14 days of the date of the invoice; and
- b) in full and in cleared funds to a bank account nominated in writing by QuestUAV, and time for payment shall be of the essence of the Contract.

7.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by QuestUAV to the Customer, the Customer shall, on receipt of a valid VAT invoice from QuestUAV, pay to QuestUAV such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

7.7 Without limiting any other right or remedy of QuestUAV, if the Customer fails to make any payment due to QuestUAV under the Contract by the due date for payment (**Due Date**), QuestUAV shall have the right to charge interest on the overdue amount at the rate of 7% AER above the current Bank of England base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly and an administration charge of £40 for every reminder, hastener or email sent.

7.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against QuestUAV in order to justify withholding payment of any amount in whole or in part. QuestUAV may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by QuestUAV to the Customer.

7.9 All payments must be made in GB Pounds Sterling unless otherwise agreed in writing between the parties.

- 7.10 Notice of cancellation by the Customer must be received in writing by QuestUAV and the notice is not valid until confirmed in writing by QuestUAV. Cancellation fees are payable according to the following schedule:
- a) Prior to any or all the Deposit being paid and before the surveying dates being agreed an administration fee of £200 (exclusive of VAT);
  - b) Following payment of 50% of the agreed basic price (the Deposit) and more than 2 (two) days before the surveying occurs 50% of the agreed basic price less any payment already made;
  - c) Following payment of 50% of the agreed basic price (the Deposit) and less than 2 (two) days before the surveying occurs 100% of the agreed basic price less any payment already made.°

## 8 COMPLIANCE WITH LAWS AND REGULATION AND EXPORT CONTROL

- 8.1 The Customer shall be responsible for obtaining any necessary import licences or permits necessary for the entry of Goods and Services into the Territory, or their delivery to the Customer. The Customer shall be responsible for any customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation and delivery of the Services.
- 8.2 The Customer warrants to QuestUAV that it has informed QuestUAV of all applicable laws and regulations affecting the operation of Services which are in force within the destination of delivery or use (Local Regulations) at the date of this Contract.
- 8.3 The Customer agrees to indemnify QuestUAV for all liability or damage caused by the Customer's failure to comply with the terms of this clause 8.

## 9 CONFIDENTIALITY

- 9.1 A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 8 shall survive termination of the Contract.

## 10 LIMITATION OF LIABILITY

- 10.1 Nothing in these Conditions shall limit or exclude QuestUAV's liability for:
- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or

subcontractors; and

- b) fraud or fraudulent misrepresentation.

10.2 Subject to clause 9.1,

- a) QuestUAV shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- b) QuestUAV's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the fees paid by the Customer to QuestUAV under this Contract.

10.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

10.4 This clause 10 shall survive termination of the Contract.

## 11 TERMINATION

11.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing of the breach;
- b) the other party has a receiver or administrative receiver appointed over it or over any part of its business or assets or pass a resolution for winding up (except for the purposes of a genuine scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect, or becomes subject to an administration order or enter into any voluntary arrangement with its creditors, or it ceases or threatens to cease to carry on business; or
- c) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

11.2 Without limiting its other rights or remedies, QuestUAV may terminate the Contract:

- a) by giving the Customer one months' written notice;
- b) with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

11.3 Without limiting its other rights or remedies, QuestUAV shall have the right to suspend the supply of Services under the Contract or any other contract between the Customer and QuestUAV if:



- a) the Customer fails to make payment for any amount due under this Contract on the due date for payment; or
- b) the Customer becomes subject to any of the events listed in clause 13.1(b) or(c), or QuestUAV reasonably believes that the Customer is about to become subject to any of them.

## 12 CONSEQUENCES OF TERMINATION

### 12.1 On termination of the Contract for any reason:

- a) the Customer shall immediately pay to QuestUAV all of QuestUAV's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, QuestUAV shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- b) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## 13 GENERAL

### 13.1 Force Majeure Event:

- a) For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of QuestUAV including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- b) QuestUAV shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- c) If the Force Majeure Event prevents QuestUAV from providing any of the Services for more than 6 weeks, QuestUAV shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

### 13.2 Assignment and subcontracting:

- a) QuestUAV may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- b) The Customer shall not, without the prior written consent of QuestUAV, assign, transfer, charge,





subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

- 13.3 **Waiver and cumulative remedies:** A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Unless specifically provided otherwise, rights arising under the Contract are cumulative and to not exclude rights provided by law.
- 13.4 **Severance:** If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 13.5 **No partnership:** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 13.6 **Third parties:** A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 13.7 **Variation:** Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by QuestUAV.
- 13.8 **Governing law and jurisdiction:** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.

**Signed** \_\_\_\_\_

**Name** \_\_\_\_\_

**Company** \_\_\_\_\_

**Role** \_\_\_\_\_

**Date** \_\_\_\_\_