

## QUESTUAV TERMS AND CONDITIONS OF SUPPLY

### 1 INTERPRETATION

1.1 In these Conditions, the following definitions apply:

**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 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 15.9.

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

**Customer:** the person or firm who purchases the Goods and/or Services from QuestUAV.

**Deliverables:** the deliverables set out in the Purchase Order.

**Delivery Location:** has the meaning set out in clause 4.1.

**Force Majeure Event:** has the meaning given to it in clause 15.1a).

**Goods:** the goods (or any part of them) set out in the Purchase Order.

**Goods Specification:** any specification for the Goods, including any relevant plans or drawings, which are agreed in writing by the Customer and QuestUAV.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, 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 right, 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 Goods and/or Services, as set out in the Customer's Purchase Order form, or the Customer's written acceptance of QuestUAV's quotation, or overleaf, as the case may be.

**QuestUAV:** QuestUAV Ltd at Unit 7b, Coquetdale 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.

**Supplier Materials:** has the meaning set out in clause 16.6e).

## 1.2 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;
- c) 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;
- d) 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
- e) a reference to **writing** or **written** includes faxes and e-mails.

## 2 BASIS OF CONTRACT

- 2.1 The Purchase Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Purchase Order shall only be deemed to be accepted when QuestUAV issues written acceptance of the Purchase Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 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.
- 2.4 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 and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 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.
- 2.6 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 unless otherwise stated at the time of issue.
- 2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

## 3 GOODS

- 3.1 The Goods are described in QuestUAV's website ([www.questuav.com](http://www.questuav.com)) or QuestUAV price list and confirmed in the quotation and invoice. Descriptions of the Goods set out in the Seller's website ([www.questuav.com](http://www.questuav.com)) or QuestUAV Price List shall not be binding on QuestUAV and are intended as a guide only. QuestUAV reserves the right to make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

- 3.2 Certain Goods include access to the QuestUAV Support Website which includes current QuestUAV documentation, operational checklists and component manuals. Access and use will be restricted to specific personnel named by the Customer and agreed in writing by QuestUAV. The Customer will ensure that this software and documentation remains confidential to such personnel and is not distributed without the prior consent of QuestUAV.
- 3.3 One or more components of the Goods may contain Firmware programs (meaning a combination of software and hardware where the software (programs or data) has been written onto read-only memory (ROM)) built into their circuitry. Subject to the terms and conditions of this Contract, the Customer's purchase of such Goods includes a non-exclusive licence to use such Firmware only as part of the Goods and only under the following conditions:
- a) QuestUAV (or its supplier) retains all title and ownership to the software in the Firmware; and
  - b) the software in the Firmware may not be copied, disassembled, decompiled or reverse engineered under any circumstances (save where permitted by law and then it shall inform QuestUAV before doing so).
- 3.4 Where the Goods is an item of software, the Customer is granted a non-exclusive licence to use such software only for the purposes agreed between the parties in writing and only under the following conditions:
- a) QuestUAV (or its supplier) retains all title and ownership to such software; and
  - b) the software may not be copied, disassembled, decompiled or reverse engineered under any circumstances (save where permitted by law and then it shall inform QuestUAV before doing so).
- 3.5 QuestUAV reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

#### 4 DELIVERY OF GOODS

- 4.1 QuestUAV shall deliver the Goods to the location set out in the Purchase Order or such other location as the parties may agree (**Delivery Location**) at any time after QuestUAV notifies the Customer that the Goods are ready.
- 4.2 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location. For deliveries outside of Europe the Delivery Location will be the Customs department in the country of receipt unless otherwise agreed in writing.
- 4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. QuestUAV shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide QuestUAV with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. If QuestUAV fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. QuestUAV shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide QuestUAV with adequate delivery instructions for the Goods or any other instructions that are relevant to the supply of the Goods.

- 4.4 If 10 Business Days after QuestUAV notified the Customer that the Goods were ready for delivery the Customer has not accepted or taken delivery of them, QuestUAV may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.5 QuestUAV may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

## 5 QUALITY OF GOODS

5.1 QuestUAV warrants that on delivery:

- a) the Goods shall be fit for aerial topography and remote sensing; and
- b) subject to clause 5.3(g), that the pod, wings, autopilot and gimbals shall be free from material functional defects, material faults or material production faults for 12 months from the date of delivery (**Warranty Period**).

5.2 Subject to clause 5.3, if:

- a) the Customer gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1; and
- b) QuestUAV is given a reasonable opportunity of examining such Goods; and
- c) the Customer (if asked to do so by QuestUAV) returns such Goods to QuestUAV's place of business at their own cost. Goods must be sent pre-paid postage. QuestUAV will not accept packages sent without pre-paid postage. QuestUAV accept no liability for transport damage or the loss of the shipment.

QuestUAV shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 QuestUAV shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:

- a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- b) the defect arises because the Customer failed to follow QuestUAV's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- c) the defect arises as a result of QuestUAV following any drawing, design or Goods Specification supplied by the Customer verbally by email or other transmission method;
- d) the Customer alters or repairs such Goods without the written consent of QuestUAV;
- e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;

- f) the Goods differ from their description or the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards;
- g) the warranty given at clause 5.1(b) shall be subject always to the following additional conditions:
- i. the Customer must have used the unit in accordance with the operating checklists and any current reference data (including manuals and manufacturers bulletins) and have been operated by a QuestUAV qualified pilot that has received manufacturer training; and
  - ii. there must be no damage present caused by:
    - moisture;
    - heat;
    - abrasion;
    - excessive vibration;
    - unauthorised intervention;
    - unauthorised modification;
    - unnecessary force;
    - excess voltage;
    - overload;
    - impact or mechanical stress;
    - excessive turbulence; or
    - heavy landing.
  - iii. any airframe repairs that are claimed as a liability against QuestUAV as a result of crash, impact, heavy landing or loss must be accompanied with the SD card containing the log of, at least, the last three flights and ground startups; and
  - iv. the name and email address of the Authorised pilot in charge of the UAV at the time of the crash; and

5.4 Except as provided in this clause 5, QuestUAV makes no express or implied warranty or representation concerning the Goods or Services, or their accuracy or completeness and therefore excludes all conditions, warranties and representations (express or implied), statutory or otherwise in respect of the Goods or Services and any deliverable under this Contract including for any photogrammetric or geospatial accuracies and as such QuestUAV cannot be held responsible for any results or surveys that are considered unsatisfactory.

5.5 Any repairs carried out under the warranty provisions set out in clause 5.1 do not extend the Warranty Period.

5.6 Branded items (transmitters, laptops, unmodified cameras, modems, chargers, receivers, motors, speed controllers etc.) are covered by their respective manufacturer's warranty. In the event of an issue with such items the Customer should contact QuestUAV and arrangements will be made with the manufacturer (or QuestUAV) to affect a repair or exchange. Goods must be sent pre-paid postage. QuestUAV will not accept packages sent without pre-paid postage. QuestUAV accept no liability for transport damage or the loss of your shipment.

5.7 QuestUAV aircraft use LiPo batteries as flight batteries and transmitter batteries. Fire can be caused by

overcharging or incorrectly managing LiPo batteries including attempting to charge a damaged cell or pack following crash damage. QuestUAV does not provide any warranty cover for any LiPo battery once it has been used.

- 5.8 All GCS, Flight and Plan software and Firmware updates will be available for a minimum of 2 years from the Commencement Date.

## 6 TITLE AND RISK

- 6.1 It is the intention that Goods shall not be dispatched until QuestUAV has received cleared funds from the Customer in its nominated bank account. Notwithstanding the foregoing and in any event, the risk in the Goods shall pass to the Customer on completion of delivery and title to the Goods shall not pass to the Customer until QuestUAV has received payment in full (in cash or cleared funds) for:
- a) the Goods; and
  - b) any other goods that QuestUAV has supplied to the Customer in respect of which payment has become due.
- 6.2 Until title to the Goods has passed to the Customer and if the Customer receives the Goods, the Customer shall hold the Goods on a fiduciary basis as QuestUAV's bailee and maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on QuestUAV's behalf from the date of delivery.

## 7 CUSTOMER'S OBLIGATIONS

- 7.1 The Customer shall ensure that the terms of the Purchase Order and (if submitted by the Customer) the Goods Specification are complete and accurate.
- 7.2 The Customer acknowledges and agrees to the following:
- a) Pilots must be competent to operate a QuestUAV system, having received QuestUAV Manufacturers training, QuestUAV Pilot/Commander training and simulator training. No pilot should ever rely exclusively on the autopilot or autonomy of the system for success. Pilots should satisfy all required safety measures at all times. QuestUAV strongly recommends that flight operations are conducted with at least two UAV skilled persons; a pilot and a Ground Control Commander/Spotter.
  - b) QuestUAV systems (ground or flying equipment) are not designed for use in anything other than QuestUAV aircraft. Specifically QuestUAV systems are not to be used for manned vehicles or for military purposes. Infringement is strictly prohibited and breaches of this rule will be construed as a licence violation.
  - c) Changes in the QuestUAV models are possible at any time as improvements are developed in the course of continued testing. Please check regularly for new versions of Operating Checklists, QuestUAV firmware and the PC-software setup.
  - d) ~~SUAV/SUSA/SUA operators are strongly recommended to seek professional training from a National Qualified Entity (NQE). In the UK, membership of the BMFA is also recommended for pilots, even though the insurance offered by the BMFA is likely to be invalid if undertaking anything other than recreational flying.~~

- e) ~~QuestUAV systems are intended solely for use within the EU. Operations outside the EU will require written permission from QuestUAV. QuestUAV reserves the right to withhold such permissions without reason or notice.~~

## 8 CHARGES AND PAYMENT

- 8.1 The price for Goods shall be the price set out in the quotation, accepted by the Customer and confirmed in the invoice. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Customer when it pays for the Goods.
- 8.2 QuestUAV reserves the right to:
- a) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to QuestUAV that is (i) due to any factor beyond the control of QuestUAV (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); or (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give QuestUAV adequate or accurate information or instructions in respect of the Goods.
- 8.3 In respect of Goods, QuestUAV shall invoice the Customer on receipt of the Purchase Order. In respect of Services, QuestUAV shall invoice the Customer in arrears.
- 8.4 The Customer shall pay each invoice submitted by QuestUAV:
- a) 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.
- 8.5 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 or Goods at the same time as payment is due for the supply of the Services or Goods.
- 8.6 The price for the Goods is exclusive of fees for packaging and transportation and/or delivery.
- 8.7 If the Customer has purchased the Goods at a discounted research/university price for research purposes but then intends to use the Goods for commercial purposes, the Customer must pay to QuestUAV Ltd the difference between the discounted research/university price paid and the then current commercial prices at the time of sale.
- 8.8 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% per cent per annum above the then current HSBC plc's 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.
- 8.9 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 such 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.

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

## 9 COMPLIANCE WITH LAWS AND REGULATION AND EXPORT CONTROL

- 9.1 The Customer shall be responsible for obtaining any necessary import licences or permits necessary for the entry of the 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 Goods and Services.
- 9.2 The Customer shall ensure that the Goods and any other goods, software or technology received from QuestUAV under this Contract, will not be exported, sold, diverted, transferred or otherwise disposed of in violation of any applicable laws in force from time to time regarding import/export regulations, tax and/or customs and duties, either in their original form or after being incorporated into other items.
- 9.3 The Customer warrants to QuestUAV that it has informed QuestUAV of all applicable laws and regulations affecting the manufacture, sale, packaging and labelling of Goods and Services which are in force within the destination of delivery or use (Local Regulations) at the date of this Contract.
- 9.4 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 10.

## 10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by QuestUAV.
- 10.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on QuestUAV obtaining a written licence from the relevant licensor on such terms as will entitle QuestUAV to license such rights to the Customer.
- 10.3 Subject always to the Customer paying the full and final price for the Services, QuestUAV hereby assigns to the Customer copyright and all other rights in the photography, filming and recording created during the performance of the Services under this agreement (**Recordings**).
- 10.4 The Customer agrees and undertakes that moral rights arising under the Copyright, Designs and Patents Act 1988 will always be asserted in that the name of the author of the photography (i.e. QuestUAV), commissioned or otherwise, and shall be credited whenever images are published, displayed, used in video or DVD productions, transmitted or broadcast.
- 10.5 The Customer hereby grants a licence back to all such rights in the Recordings to QuestUAV free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable QuestUAV to include or not to include the Recordings (or any part of them) in any publicity, advertising, book publishing, merchandise or other works (**Works**) and to exhibit, broadcast, exploit, market, publicise, advertise and distribute the Works by any and all means and in any and all media (whether now known or hereafter invented) throughout the world for the full period of copyright including any extensions, revivals, reversions or renewals thereof and

thereafter, in so far as possible, in perpetuity.

10.6 If the Customer has purchased the Goods at a discounted research/university price it is understood by the Customer that all non-sensitive imagery taken by the goods will be made available to QuestUAV for publication and promotion purposes and the Customer grants QuestUAV a licence accordingly.

10.7 All Supplier Materials are the exclusive property of QuestUAV.

## 11 CONFIDENTIALITY

11.1 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 11 shall survive termination of the Contract.

## 12 LIMITATION OF LIABILITY

12.1 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.

12.2 Subject to clause 12.1:

- 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 shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any damage resulting from the use of QuestUAV products, from problems in the airframe or from failure of the signal transmission link;
- c) QuestUAV accepts no responsibility for damage, accidents or incidents arising out of the actions, negligent or otherwise, of aircraft operators using QuestUAV products; and
- d) 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.

12.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and 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.

12.4 This clause 12 shall survive termination of the Contract.

### **13 TERMINATION**

13.1 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.

13.2 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.

13.3 Without limiting its other rights or remedies, QuestUAV shall have the right to suspend the supply of Services or all further deliveries of Goods 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 14.1(b) or(c), or QuestUAV reasonably believes that the Customer is about to become subject to any of them.

### **14 CONSEQUENCES OF TERMINATION**

14.1 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 Customer shall return all of QuestUAV Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then QuestUAV may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

- c) 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
- d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## 15 GENERAL

### 15.1 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 and/or Goods 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.

### 15.2 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.

**15.3 Advice and Recommendation:** QuestUAV and its representatives may offer advice, recommendations, opinions and statements during its course of business. Whilst given in good faith QuestUAV does not endorse the accuracy or reliability of any advice, opinion, statement or other information provided. Reliance upon any such opinion, advice, statement or other information shall also be at each user's own risk. Neither QuestUAV nor any of its agents, employees, information providers or content providers shall be liable to any user or anyone else for any inaccuracy, error, omission, interruption, timeliness, completeness, deletion, defect, failure of performance, computer virus, communication line failure, consequential loss, alteration of or use of any content herein, regardless of cause, for any damages resulting therefrom.

### 15.4 Notices:

- a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

- b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission. This clause 15.4 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

- 15.5 **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.
- 15.6 **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.
- 15.7 **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.
- 15.8 **Third parties:** A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 15.9 **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.
- 15.10 **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.

## 16 QUESTUAV TERMS AND CONDITIONS OF SUPPLY OF AERIAL SERVICES

- 16.1 QuestUAV shall provide the Services to the Customer in accordance with the Service Specification in all material respects.
- 16.2 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.
- 16.3 QuestUAV warrants to the Customer that the Services will be provided using reasonable care and skill.
- 16.4 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;
- 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; and
- c) all outdoor location photography is dependent upon suitable weather conditions and forecasting. The quality (e.g. exposure and sharpness) of photographs taken after sunset 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.

16.5 The Customer hereby acknowledges the flight and operational restrictions set out in the clause 7.4 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.

16.6 When Aerial Services are involved the Customer shall:

- a) co-operate with QuestUAV in all matters relating to the Services;
- b) provide QuestUAV, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by QuestUAV to provide the Services;
- c) provide QuestUAV with such information and materials as QuestUAV may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- d) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start(c.f. clause 7.4);
- e) keep and maintain all materials, equipment, documents and other property of QuestUAV (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain QuestUAV Materials in good condition until returned to QuestUAV, and not dispose of or use QuestUAV Materials other than in accordance with QuestUAV's written instructions or authorisation.

16.7 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 16.7; and

- 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.

16.8 The charges for Aerial Services shall be on a time and materials basis. The charges shall be calculated in accordance with QuestUAV's standard daily fee rates, as dictated by QuestUAV. 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.

16.1 QuestUAV reserves the right to increase its standard daily fee rates for the charges for the Aerial Services. QuestUAV will give the Customer written notice of any such increase before the proposed date of the increase.

**17 ONLINE TRAINING**

17.1 During online training transmissions the Customer and all persons present during training shall refrain from using any recording methods either internal or external to the receiving device to record or copy training material, video, images that are transmitted to any device that the Customer or its employees, agents or representatives use for the purpose of receiving online training from QuestUAV without prior permission from QuestUAV.

**ACCEPTANCE**

Please sign, date and return to QuestUAV Ltd.

I confirm that I have read and understood the above Terms and Conditions and hereby agree to abide by these Terms and Conditions.

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

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

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

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