



GENERAL TERMS AND CONDITIONS

DRONE ARCHITECT

Article 1. Definitions

1.1 The Company: the legal entity SkyWriter, operating under the trade name Drone Architect, with company registration number 1019.248.185, having its registered office at Jasmijnenstraat 31, 8710 Sint-Baafs-Vijve (Wielsbeke), Belgium.

1.2 The Client: any client - natural person who independently exercises a professional activity, any client - legal entity, and any other client - organization without legal personality. The Company has a B2B-relationship with this client.

1.3 The Services:

- Integrating customized drone solutions into business processes
- Supporting the drone sector in complying with EU drone regulations, including STS, PDA, SORA, DVR, LUC, Operational Manual, etc.
- Providing training to professionals regarding EU drone regulations

Article 2. Scope

2.1 These general terms and conditions apply to all legal relationships (including quotations, offers, order forms, and agreements) between the Company and the Client.

2.2 Acceptance of the offer (expressly or implicitly by payment) implies acceptance of these general terms and conditions.

Article 3. Unilateral Amendment or Supplement

3.1 Provisions or conditions that deviate from or amend or supplement these terms and conditions are only binding on the Company if the Company expressly and in writing agrees to these provisions.

3.2 If the offer and acceptance refer to different general terms and conditions, the contract will still be concluded. Both general terms and conditions form part of the contract, except for the incompatible provisions, unless the Company expressly and in writing agrees to these incompatible provisions.

3.3 The invalidity of a provision or part of a provision under the Agreement shall not affect the validity of the remaining part of the provision or the rest of the provisions and clauses.

Article 4. Quotations and Orders

4.1 Quotations are entirely without obligation unless otherwise stated.

4.2 Unless otherwise expressly stated in quotations, quotations and offers are valid for a maximum of thirty (30) days.

4.3 The quotation does not oblige the Company to partially execute the offer mentioned therein.

4.4 Unless otherwise stated in the quotation, the Company reserves the right to charge fifty (50) percent of the fixed price as stated in the quotation, reduced by the hours already used, if the Client does not utilize the ordered Services or hours during the contract year or the agreed period.

Article 5. Price and Cost Determination

5.1 The prices applicable to the Services are those disclosed in a quotation. Prices are determined per assignment and are expressed in euros and exclude VAT.

5.2 The prices listed in the quotation exclude the following costs: accommodation and travel expenses. These costs apply only within Belgium and during office hours. For international assignments and assignments outside office hours, a custom rate will be applied.

5.3 Travel costs amount to €0.4265 per kilometer traveled, calculated from the establishment unit, Jasmijnenstraat 31, 8710 Wielsbeke, Belgium.

5.4 The Company expressly reserves the right to unilaterally change the price of its fee if, after the conclusion of this agreement, one or more objective factors for price determination change due to foreseeable or unforeseeable circumstances, including but not limited to prices of: raw materials; services from suppliers; energy; levies and taxes imposed by domestic or foreign governments, and labor costs.

The Company will notify the new price of the fee at least thirty (30) days before it takes effect in writing by registered letter or via e-mail. If the Client does not accept the new price, he has the option to terminate the agreement in writing by registered letter or by sending an e-mail with reading confirmation to jon@drone-architect.be without giving reasons. If the Company does not receive the termination of the agreement by the time the new price takes effect, the Client is deemed to agree to the new price of the fee.

Article 6. Delivery and Force Majeure

6.1 The Services are delivered within the period specified in the agreement.

6.2 The Company delivers the Services when it has received the purchase order and, if applicable, the advance payment in good order.

6.3 The Client must ensure that the Services can be delivered and installed by the Company in a normal manner at the agreed place and time, including ensuring the accessibility of the delivery location. If this is not met, the Client is obliged to compensate all damages, including waiting hours, storage costs, and costs for preserving the item, incurred by the Company.

6.4 The Company undertakes a best-efforts obligation and is not liable for any compensation for damage, directly or indirectly resulting from the Services provided by it, except in the case of gross negligence or intent. The Company is only liable for the actual damage suffered that the Client can prove was directly caused by a fault of the Company that the Client could not avoid or limit and that the Company did not remedy within twenty (20) working days after receiving a notice of default.

6.5 Under no circumstances can the Company be held liable for any indirect damage such as, but not limited to, loss of data or image damage, loss of income, loss of contracts, capital costs, limitation of return, or any other losses or consequential damages, both to the Client and to third parties.

6.6 The Company's liability is in any case limited to the invoice value of the Services provided.

6.7 The Client cannot claim compensation for non-performance in the event of force majeure.

6.8 Force majeure is understood to mean: any event that occurs beyond any identifiable human action, such as but not limited to illness, death, and extreme and unforeseen weather conditions or natural phenomena. Additionally, these include delays and associated costs incurred as a result of abnormal delays caused by the relevant aviation authorities, such as excessively long waiting times before processing applications for permits, certifications, and flight authorizations ("Operational Authorizations"), or significantly slow operations due to a lack of staff or resources.

Article 7. Complaints and Warranty

7.1 The Client must immediately inspect the delivered Services for visible defects.

7.2 Any invoice is considered accepted unless protested by registered letter within ten (10) days.

7.3 If the Client has complaints regarding the Services provided by the Company, this complaint must be submitted within one (1) year after the relevant act or omission attributed to the Company.

7.4 Complaints do not suspend the Client's payment obligation.

Article 8. Jurisdiction and Choice of Law Clauses

8.1 These terms and conditions are subject to Belgian law.

8.2 For any dispute regarding the application of these terms and conditions and the performance of the service, only the courts geographically competent for the municipality of Wielsbeke have jurisdiction, without prejudice to the rules contained in Article 624 of the Judicial Code.

Article 9. Cancellation and Contractual Default

9.1 Cancellation of the order can be made up to a maximum number of seven (7) days after placing the order. In case of cancellation, any advance payments will be refunded, except for a flat fee of three hundred (300) EUR for administration.

9.2 Any default in payment makes the outstanding invoices due and entitles the Company, after notice of default, to either suspend any future deliveries or to dissolve the agreement, without prejudice to the right to compensation.

9.3 When one of the parties fails to fulfill its contractual obligations, the other party has the right, after notice of default, to either suspend its obligations or to dissolve the agreement without judicial intervention if no or no useful response is given to the notice of default within the number of working days, without prejudice to the right to compensation.

Article 10. Payment Terms & Modalities

Unless otherwise agreed, the Client pays the invoices – which the Company provides to the Client on a monthly basis – no later than thirty (30) days after the invoice date by transfer to the account number, with Payconiq, with iDEAL, with credit card, with bank contact, with PayPal, or by cash payment.

Article 11. Compensation and Late Payment Interest (Moratory Interest)

11.1 In case of non-payment of (part of) the invoice by a Client, an increase of the invoice amount will be charged with a late payment interest in accordance with the Law of August 2, 2002, concerning late payment in commercial transactions and a flat-rate compensation of ten (10) percent with a minimum of two hundred and fifty (250) euros.

11.2 These interests and this compensation are due by operation of law and without notice of default from the due date of the invoice to a Client. In case of non-payment of the invoice within the stipulated payment term by the Client, a reminder procedure will be initiated. When the reminder is sent by the bailiff, he will apply the rate for civil and commercial cases KB 30.11.1976. This rate will be used for the possible amicable phase such as, but not limited to: reminder, information, file right, -discharge and collection right, and for the possible judicial phase. All costs incurred as a result will be borne by the Client.

Article 12. Privacy

12.1 The Company keeps the following personal data: name and first name, address, telephone number, email, and position with the current company. These data are included in the data register and in the accounting and are deleted after ten (10) years.

12.2 The above data (12.1) are considered confidential. They are only stored and processed in the context of the relationship between the Client and the Company. The data may be passed on to partners who assist in processing the transaction with the Client and partners who intervene in the context of legal obligations.

12.3 The above data (12.1) will not be sold or passed on to third parties without the prior approval of the Client.

12.4 The Client can always access the personal data held by the Company. The Client can at any time request to modify or delete these data as far as possible, taking into account the legal obligations of data retention.