

TERMS AND CONDITIONS

General Terms and Conditions (GTC) of Terra Over Fly e.U.

Terra Over Fly e.U.
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Drone services for companies and private individuals

1. General information

- 1.1. Drone services are provided by Terra Over Fly e.U. after conclusion of the contract exclusively based on the contract of the drone services including exclusively these GTC.
- 1.2. The safety of life, limb, airspace and aircraft during flights has absolute priority over contract fulfilment. The respective pilot has full competence and can abort the flight at any time when the human life or the equipment is in danger.
- 1.3. The contract is concluded when the customer accepts the offer and sends the signed contract to Terra Over Fly e.U. within 4 weeks.
- 1.4. Agreements in the contract take precedence over the terms and conditions of the drone services even in case of contradictions.
- 1.5. If necessary and not otherwise agreed, the customer is obliged to obtain private and public law permits or to make necessary notifications to the authorities if these prerequisites for the purposes of Terra Over Fly e.U. are to be performed in accordance with the contract. Here, refer to any flight permits.
- 1.6. The prices provided by Terra Over Fly e.U. in the first offer are not binding but an estimate of the expected costs based on the applicable material prices and wages at the time the price indication is created. Such price indications are free of charge for the customer – unless expressly agreed otherwise.
- 1.7. The contract and the prices provided in the first estimated offer become binding after the client returns the agreement signed to Terra Over Fly and confirms that the conditions are as required.
- 1.8. The customer is obliged to inform Terra Over Fly e.U. in writing as soon as possible about all circumstances relevant to the contract before the service is provided.

2. Provision of services and handover

- 2.1. For the creation of the commissioned aerial photographs or the desired image data, special execution conditions shall be deemed in order to comply with the general safety and legal regulations. In particular, aerial photographs will be only carried out in compliance with legal regulations and requirements. These rules and requirements can be viewed on www.austrocontrol.at or www.easa.europa.eu/en/domains.
- 2.2. Flights will only be operated considering the following points:
 - 2.2.1. No flight in case of rain, snow, fog, storm, thunderstorm, hail
 - 2.2.2. Flight at operating temperatures from -20° C to +50° C
 - 2.2.3. Flight up to a maximum wind force of 50 km/h

- 2.2.4. There must always be visual contact between pilot and drone (visual flight rule, except BVLOS)
- 2.2.5. Maximum distance to the pilot horizontally approx. 400 m, with visual flight.
- 2.2.6. Flight time per single flight approx. 25-55 minutes.
- 2.2.7. No flight above the crown or single people (except with permission)
- 2.2.8. No drone flight while helicopters or planes are in the air.
- 2.2.9. After a maximum of 2 hours of flight time, the pilot must be given a rest period of at least 1 hour.
- 2.2.10. When calculating the costs, it is assumed that access to the place of contract is permitted and possible. If this is not possible, additional transport services will be invoiced separately.
- 2.2.11. The client agrees to inform about the weather conditions on site the day before arrival.
- 2.2.12. In a situation when the service provided by Terra Over Fly needs to be stopped because of the bad weather conditions, the filming mission (service) will need to be resumed at the later date agreed between both sides. In such case, 100% of the shooting time already carried out must be compensated, and additionally the weather-related downtime while the crew is waiting on a site needs to be compensated in 50%.
- 2.2.13. In case if the service cannot be provided due to client's decision while Terra Over Fly crew is already on the way to a mission-site, the costs involved so far must be reimbursed by the client in any case.
- 2.2.14. Terra Over Fly e.U. is explicitly entitled to have services carried out in whole or in part by qualified third parties.
- 2.2.15. If the work or service is omitted or delayed for reasons attributable to the customer, the customer is obliged to reimburse Terra Over Fly e.U. in full for the costs already incurred as well as any additional costs.
- 2.2.16. If unforeseen additional services become necessary for Terra Over Fly e.U. during the provision of services or if the scope of services changes at the request of the customer, Terra Over Fly e.U. will submit a supplementary offer (to the client) based on a new calculation of the contract.
- 2.2.17. Unless a formal handover of drone services by means of a takeover protocol is expressly agreed, Terra Over Fly e.U. will inform the customer about the completion of the work by means of a written notification of completion (also by email).

3. Security and special permits

- 3.1. Certain rules and laws have been in force for uLFZ since 2014. Further information can be found on the Internet at www.austrocontrol.at or www.easa.europa.eu/en/domains.
- 3.2. Terra Over Fly e.U. is liable for each drone flight and thus reserves the right to determine the possible flight routes, altitudes and locations for an unproblematic implementation.
- 3.3. Flights to cities or near airports must be handled separately by Austro Control and registered with the nearest tower. Such special permits may result in additional costs, which must be paid by the customer.
- 3.4. Depending on their relevance to the public interest, such special permits are granted more or less frequently. Regardless of a positive or negative assessment by the Federal Ministry of Transport, Innovation and Technology (BMVIT), the costs are to be paid by the client. Due to the large bureaucratic additional effort, Terra Over Fly e.U. reserves the right to charge a corresponding processing fee.
- 3.5. Both take-offs and landings of public and private land require an ascent permit. A so-called "shooting permission" of the property owner is required. This is to be obtained by the client.

- 3.6. In order to ensure a safe and smooth shooting, a professional barrier service or parking lot must be reserved in public areas (streets, parking lots, busy places such as pedestrian zones, etc.). The responsible magistrate is consulted, which seals off the plots, take-off and landing area to be overflown.
- 3.7. Finally, Terra Over Fly e.U. reserves the right to choose the respective flight route. For this purpose, we recommend that you provide us with exact addresses and terrain information in advance – e.g. Via Google Maps – or to book a direct location shooting on site (subject to charges, → contract point 5.1.)
- 3.8. Overflights of busy streets, passers-by or busy places are generally avoided.
- 3.9. During filming, the safety instructions need to be followed by Terra Over Fly e.U. Crew unconditionally.

4. Warranty and liability

- 4.1. Terra Over Fly e.U. provides a warranty for the services provided in accordance with the statutory provisions.
- 4.2. Terra Over Fly e.U. is liable in the event of intent and gross negligence, as well as in the case of personal injury, in principle according to the statutory provisions. In all cases other than personal injury, Terra Over Fly e.U. is excluded slight negligence.

5. Accounting, expense allowance and payment

- 5.1. The prices from our current price list always apply – this can be requested by the customer at any time.
- 5.2. Unless otherwise agreed, 50% of the fee is due as a down payment of the service and payable without deduction when the order is placed.
- 5.3. In the event of cancellation of an order, a cancellation fee is due in stages as follows:
 - up to 7 days before the order date 30% net of the fee
 - up to 3 days before the order date 50% net of the fee
 - up to 48 hours before the order date 70% net of the fee
 - up to 24 hours before the order date 100% net of the fee
- 5.4. In the event of termination of an order, an expense allowance is due as follows:
 - 60% of the order amount if the order will be fulfilled in a later date.
 - 100% of the order amount if the order is not requested to be fulfilled in a later date
- 5.5. The customer is only entitled to set-off rights if his counterclaims have been legally established, are undisputed or acknowledged by us.
- 5.6. All prices are net excl. VAT.
- 5.7. The invoice is provided by Terra Over Fly e.U. after completion of the commissioned work. In the case of work according to expenditure, copies of additional corresponding proofs will be attached to the invoice.
- 5.8. Invoices from Terra Over Fly e.U. are due to pay within 14 days of invoicing without any deduction.
- 5.9. In the event of default of payment, Terra Over Fly e.U. is allowed to assert interest in accordance with current versions of § 456 UGB (Unternehmensgesetzbuch, from 16.03.2013) as well as the reimbursement of the costs necessary via the appropriate prosecution institution.
- 5.10. In the case of orders or services that are to be carried out regularly over a longer period of time, Terra Over Fly e.U. reserves the right to prepare and demand interim invoices accordingly.

5.11. In case if the customer unilaterally changes order originally commissioned or cancels it completely in the last minute, he or she is required to reimburse to Terra Over Fly all the costs already incurred. Insofar as such a termination of an order by the customer is not caused by at least grossly negligent conduct or at least a grossly negligent breach of Terra Over Fly e. U's duty, the customer is obliged to reimburse the entire sum of the costs shown in the respective offer, which is the basis of the respective order. This also includes all costs incurred by Terra Over Fly e.U. by any cancellations at partners or third-party service providers included in the respective order.

6. General provisions

- 6.1. All deliveries of the drone services remain the property of Terra Over Fly e.U. until full payment by the customer is transferred.
- 6.2. Any taxes, fees and public charges associated with the contract shall be paid by the customer, unless other arrangements with Terra Over Fly have been made.
- 6.3. General terms and conditions or clauses in contract form are not accepted and are also not part of the contract, unless they are approved by Terra Over Fly e.U. in writing.
- 6.4. Changes or additions to this contract must be made in writing in order to be effective. There are no verbal ancillary agreements allowed.
- 6.5. For legal disputes arising in connection with this contract, the commercial jurisdiction court in Vienna (Handelsgerichtsbarkeit) shall have exclusive jurisdiction.
- 6.6. A contract between Terra Over Fly e.U. and the customer shall be subject to Austrian law, according to which it shall also be interpreted, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 6.7. If one or more provisions of this contract become invalid or legally unenforceable for the parties, this shall not affect the validity of the remaining provisions and the entire contract. In such a case, the parties are obliged to replace the invalid or unenforceable provision by mutual agreement with one that comes closest to the common economic purpose of the invalid or unenforceable provision. If no agreement is reached, the relevant optional law shall be used.
- 6.8. Terra Over Fly Terra e.U. holds exclusive copyrights of created photographs, video sequences and graphics published or created specifically for the customer. Terra Over Fly e.U. reserves the right to the pictures/videos and to use them as marketing material unless the main contract states differently. Any duplication or use of such photographs, graphics, sound documents, video sequences and texts in other electronic or printed publications is prohibited without the express consent of Terra Over Fly e.U. A transfer of the rights of use to third parties requires a written agreement. The rights of use are only transferred after full remuneration is issued after the contract has been fulfilled. The client is obliged to name Terra Over Fly e.U. as an author on any reproduced materials. A violation of the right to the named entitles Terra Over Fly e.U. to claims damages.
- 6.9. The client agrees that Terra Over Fly e.U. may cite and present the recordings made, unless otherwise agreed. By placing the order, the client assures that he will relate to Terra Over Fly e.U. all of legal transactions and dispositions, that he is entitled in particular to any copyrighted rights of use.
- 6.10. In no case is Terra Over Fly e.U. to investigate copyright infringements.
- 6.11. The client grants the full and sole risk of the copyright and property law admissibility of the order placed and provides Terra Over Fly e.U. in all cases free from claims by third parties, in particular copyright and property rights holders.

7. Third Parties Regulations

- 7.1. Terra Over Fly is entitled to impose this contract to third parties and to commission them with services from this contract. The permits granted to Terra Over Fly e.U. in this contract (e.g. entering the property) are also granted to third parties.
- 7.2. Terra Over Fly e.U. is not liable regarding the claims resulting from unlawful actions and culpable non-compliance of the obligations by the Third Party. Terra Over Fly e.U. cannot be held responsible for any damage to the properties or to any harm to people involved in the mission completed by the third party.

8. Privacy

- 8.1. The contractual partner expressly agrees that Terra Over Fly e.U. automatically determines, stores and processes the data provided (name, address, e-mail, credit card data, data for account transfers, telephone number) for the purposes of contract fulfilment and support as well as for his own advertising purposes. Furthermore, the contractual partner agrees that electronic mail will be sent to him for advertising purposes until revoked.

9. Liability for damages

- 9.1. Our liability for contractual breaches of duty and tort is limited to intent and gross negligence. This does not apply in the event of injury to life, limb and health of the customer, claims due to the breach of cardinal obligations, i.e., obligations arising from the nature of the contract and whose breach endangers the achievement of the purpose of the contract as well as compensation for damages caused by delay
- 9.2. Insofar as liability for damages that are not based on injury to life, limb or health of the customer is not excluded for slight negligence, such claims shall become statute-barred within one year beginning with the occurrence of the claim or, in the case of claims for damages due to a defect, from the handover of the item.
- 9.3. Insofar as the liability for damages towards us is excluded or limited, this also applies regarding the personal liability for damages of our employees, representatives, and vicarious agents.

10. Final provisions

- 10.1. This contract shall be governed by the law of the Republic of Austria.
- 10.2. Unless otherwise stated in the contract, the place of performance and payment shall be our place of business. The statutory provisions on the places of jurisdiction remain unaffected, unless the special provision shows otherwise.
- 10.3. The exclusive place of jurisdiction for contracts with merchants, legal entities under public law or special funds under public law is the court responsible for our place of business.
- 10.4. Terra Over Fly e.U. is entitled to make changes to the GTC if the changes are justified by factual circumstances (e.g., amendments to the law or organizational changes).
- 10.5. Terra Over Fly e.U. will inform the contractual partner about any changes before they take place. The changes shall take effect at the beginning of the following month after notification of the contractual partner, unless the contractual partner objects in writing or by e-mail within four weeks of notification. If the contractual partner stays silent, it also means that he agrees to the changes. In the event of a timely objection by the contractual partner, Terra Over Fly e.U. has the right to dissolve the contract.