ABZ INNOVATION
WE BUILD DRONES.

General Terms and Conditions

I. Preamble

1. These General Terms and Conditions (hereinafter referred to as **GTC**) contain the terms and conditions applicable to the sale of **drones and other products and related parts** (including hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision) (hereinafter referred to as **the Product** or **Products**) **distributed** by **ABZ Innovation Limited Liability Company**, as Seller (hereinafter referred to as **the Seller**). Products cannot be purchased from the Seller a webshop. The scope of the GTC with regard to the Products is governed by Act V of 2013 on the Civil Code (hereinafter referred to as **the Civil Code**) 6:215 of the Civil Code, to the conclusion of the contract, the process of concluding the contract, the conclusion and performance of the contract, and to breaches of contract.

2. A Buyer is any natural person who does not qualify as a consumer under the Civil Code or any business entity under the Civil Code (hereinafter referred to as **the Business**) (hereinafter collectively referred to as **the Buyer**) who orders or purchases the Product from the Seller. The Seller and the Buyer are jointly referred to as the Parties (hereinafter referred to as **the Parties**). The sales contract is a contract concluded between the Seller and the Buyer for the purchase of the Product (hereinafter referred to as the **Contract**).

3. In case a natural person buys any of the Products, by accepting this GTC, this person declares, that he/she is acting within the scope of their profession, independent occupation or business activity and wishes to buy the Products within the scope of their business activity, there he/she does not qualify as a consumer under the relevant laws.

4. The Seller is unilaterally entitled to amend the provisions of these GTC within the framework of the relevant legal regulations. Amendments to the GTC shall take effect upon notification to the Buyer or publication on the website or https://abzinnovation.com/ (hereinafter referred to as **the Website**) and shall not affect contracts already concluded. The Seller shall publish the changes on its Website or notify the Buyer by email. The Seller informs the Buyer that the Website uses SSL certification, meaning that the connection between the visitor and the server is encrypted.

II. Seller's details

1. Name **ABZ Innovation Limited Liability Company**
Registered office: 2000 Szentendre, Kalászi út 3., Hungary
Registering authority: Budapest Environs Regional Court
Company registration number: 13-09-216451
Tax number: HU27491546
Bank name: Revolut Bank UAB
IBAN: LT283250075873328173
SWIFT: REVOLT21
Represented by: Ludvigh Károly Bence, managing director
Email address: sales@abzinnovation.com
Telephone number: +36 70 324 3199
Website: https://abzinnovation.com/

III. Conclusion of the sales contract

1. In the event of interest from a Buyer, the Seller shall send an offer (hereinafter referred to as **the Offer**) to the Buyer. The Seller shall send the offer to the Buyer in a separate offer form or in the form of a draft Order Form to be signed by the Buyer or to be confirmed by the Buyes via e-mail. The Seller's Offer shall be considered a non-binding statement until a written order is concluded between the Buyer and the Seller. The Offer shall be valid until the date specified therein or, in the absence thereof, for 8 (eight) calendar days.

2. The contract may be concluded by completing the Order Form (hereinafter referred to as **the Order Form or Purchase Order (PO)** with accurate and truthful information based

on the Offer, and by returning a scanned version of the signed document by email, post or in person, or to confirm the Offer or the Order Form/Purchase Order with an e-mail message. If the Buyer fills in and sends the Order Form to the Seller, or confirms the Offer or the Order Form in e-mail with content that differs from the Seller's offer or from the draft order form, the changes will only become valid and effective between the Parties if the Seller confirms them. Furthermore, in this case, the Seller shall be entitled to refuse to fulfil the order in accordance with the amended terms and conditions.

3. The Seller and, in the case of the Company, its legal representatives with the right to sign and represent the company, or their duly authorised representatives, shall be entitled to conclude and amend the Contract and make legal declarations in connection with the Contract.

4. Any issues not regulated in the Contract shall be governed by the provisions of the applicable Hungarian law, in particular the provisions of the Civil Code. The language of the Contract is English.

IV. Subject matter of the sale and purchase contract

1. By signing the Order Form or by confirming the Offer or the Order Form in e-mail, the Seller undertakes to transfer the ownership of the Product specified in the Offer or Order Form to the Buyer in exchange for the full payment of the purchase price of the Product.

2. The Seller shall sell the Product in accordance with the Order Form or the confirmed Offer. The Buyer shall purchase the Product from the Seller in accordance with the Order Form or the confirmed Offer, the price quotation, based on the characteristics specified therein.

3. The detailed terms and conditions of the order and the technical parameters of the Product are specified in the Order Form or in the confirmed Offer.

4. Unless otherwise provided in the Order or in the confirmed Offer, the deliveries of the Products shall be made as **EXWORKS** Manufacturer facilities basis (Incoterms 2020 as defined in the International Chamber of Commerce Incoterms, version 2020, or any

subsequent version approved by Seller). The location of the handover of the Products is **2000 Szentendre, Kalászi út 3., Hungary** (hereinafter referred to as **the Warehouse**). Any times or dates Seller gives for EXW handover of the Products are binding. The costs of the carrier shall be borne by the Buyer. The Buyer shall organize the carrier.
Seller undertakes to notify the Buyer in case the ordered Products are ready for handover to the Buyer in the Warehouse. The Buyer shall notify Seller at least 2 (two) working days in advance before the arrival of the carrier of the Buyer stating the arrival interval of the Buyer's carrier. The Seller notifies the Buyer that the Warehouse is only open on working days from 9.00 am to 16.00 pm CET. The carrier arriving out of this availability period, or the carrier arriving without the prior arrival interval notification from Buyer, may not be served by Seller, and the resulting extra costs shall be borne by the Buyer.

The Parties may agree separately in written form that Selles organize the shipment, in this case the separate agreement applies on this transport.

The transfer of risk takes place at the handover of the Products concerned to the carrier (irrespectively if the Buyer or the Seller has arranged/paid the transport).

The Title (ownership) to Products shall pass from Seller to Buyer upon the handover the Products to the carrier (irrespectively if the Buyer or the Seller has arranged/paid the transport). The Parties agree that from the date of transfer of ownership, the Buyer shall bear the costs and risk of damage to the Product, but shall also enjoy its benefits. From this date, the Buyer shall also be responsible for using the Product in accordance with the law and regulations.

5. Acceptance. On handover, Buyer shall examine without delay the Products and check if the Products delivered meet all contractual requirements. Complaints about the Products shall be made in writing and reach Seller not later than ten (10) days from the date of handover in respect of any defect, default, shortage which would be apparent from a reasonable inspection on delivery. Failure to complain within the appropriate time or any use of the Products shall be deemed to be an unconditional acceptance of the Products as of the date of delivery and waiver of all claims in respect of the Products, subject to the Limited Warranty. In case of non-conformity of the handover with the Confirmation, Buyer shall give notice of such non-conformity to the carrier as well as to Seller within the above-mentioned 10 days period and issue a written report detailing the non-conformity.

If the non-conformity is attributable to Seller and Seller confirms the non-conformity, Buyer shall be provided with a return authorization form and return the non-compliant units at the cost of Seller, as soon as reasonably practicable, Seller shall, at its sole option and at its expense, repair, replace or reimburse the Products which did not meet the contractual requirements.

6. Intellectual Property

6.1. Trademarks shall mean those trademarks, service marks, logos and other words and/or symbols under which Seller markets or promotes the Products, regardless of the fact that such intellectual property is registered or not, as amended from time to time (hereinafter referred to as **Trademarks**).

6.2. Seller is and remains the sole owner on title, rights, interest on any intellectual and industrial property rights, now known or hereafter known, tangible and intangible, worldwide on the Products including but not limited to copyrights, mask works, Trademarks, patents, designs, design patent, algorithms, plans, schema, know-how, trade secrets, formulae, software and other intellectual and/or industrial property right whether arising by operation of law, contract, license, or otherwise, or warrants that it has the necessary license from the third party rights holder.

6.3. Buyer has no rights to use the Trademarks. Buyer shall not attempt to register a trademark that is identical to, similar to or confusing with a Trademark.

6.4. Buyer shall not attempt to reverse engineer, disassemble, modify or alter the Products and any part or software provided by Seller hereunder. Buyer shall not disclose, sublicense or otherwise transfer to any third party any confidential information, trade secret, and/or know-how communicated to Buyer hereunder, unless authorized in writing by Seller and in all cases subject to the signature of a non-disclosure agreement.

6.5. After the handover of the Product(s), the Buyer shall operate the Product(s) in compliance with all applicable laws, regulations, and official requirements in the relevant jurisdiction. The Buyer shall be solely responsible and liable for the lawful operation of the Product(s) and for ensuring full adherence to such legal requirements at all times.

V. Purchase price, payment terms

1. The Buyer shall pay the purchase price and fees specified by the Seller on the Order Form, as well as any reimbursement of costs, against an invoice (hereinafter referred to as **the Purchase Price**) as consideration for the subject matter of the sale.

2. The Parties shall determine the purchase price of the Product in **Euros**.

3. Prices cover standard packaging. Prices stated in the Order Form are without VAT (Value added tax). All taxes, customs, duties, tariffs, levies related to the transport and the importation of the Products shall be borne by the Buyer

4. The Buyer shall pay **50% advance payment** of the purchase price in advance in 3 working days after the Order Form has been confirmed by Seller. In case Buyer shall not pay the above-mentioned advance payment in the deadline, Seller has the right to cancel the order. Buyer shall pay the outstanding amount at the latest one working day before the handover of the Products. Parties agree that they deem the advance payment and the outstanding amount as paid when it is credited on the bank account of the Seller. For the avoidance of doubt Parties state that in case the total price of the Products is not paid fully to Seller before the handover of the Products, Seller has the right to refuse the handover until the total price is credited to its accounts, in which case the Buyer shall bear all the incurred costs and damages.

5. Invoices are payable in 8 days upon receipt (unless stated otherwise in the Purchase Order), by bank wire to Seller's nominated bank account. All payments shall be made without deduction of any taxes and without set-off or counterclaims. Handover of the Products by Seller to the Buyer's carrier shall be made upon full payment of the Products by the Buyer. Seller shall suspend all deliveries of Products, if and to the extent that any of its invoices shall not be paid in full at its maturity date. If the fee is not paid by the due date, the Seller shall be entitled to withdraw from the Purchase Order or from this Agreement.

6. Any and all expenses, costs and charges incurred by Buyer in the performance of its obligations under this GTC or the PO shall be paid by the Buyer.

7. If, between the date of conclusion of the Contract and the delivery of the Product to the Buyer, the tax or duty related to the import of and parts of the Products changes, the Purchase Price shall be adjusted accordingly.

8. The Purchase Price may also be modified if, during the period from the date of conclusion of the Contract to the date of delivery to the Buyer, modifications are made to the Product in accordance with applicable laws, or manufacturing modifications are made in consultation with the Buyer, or other modifications are made at the initiative of the Buyer.

9. Even if the Parties have agreed on payment in several instalments in the Order Form (contrary from clause V/4. of the GTC), the full payment of the purchase price shall also be a condition for the handover of the Product to the Buyer.

VI. Compliance with Export Control Regulations

1. The Buyer shall at any time comply with all applicable national and international (re-) export control regulations including without limitation under Hungarian law and European Union law, and under the relevant regulations of the United Nations (hereinafter referred to as **the Applicable Export Control Regulations**).
2. In particular, the Buyer undertakes that:
   a) in accordance and within the meaning as set out in Regulation (EU) 2021/821, the Products or any part thereof will not be used (i) in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices or the development, production, maintenance or storage of missiles capable of delivering such weapons in relation to nuclear, biological or chemical weapons, or missiles capable of delivering these weapons; (ii) for military end-use, (iii) for use as parts or components of military items;
   b) the Products will not be re-exported or sold to any sanctioned entities under the Applicable Export Control Regulations or to any third party whom the Buyer knows or can reasonably assume will use the Product or any part thereof for the purposes listed in Section VI. 2. a) above.

3. The Buyer declares that neither itself, its affiliated companies, partners, shareholders, agents, representatives and customers are listed on any list on sanctioned parties and/or specially designated nationals under the Applicable Export Control Regulations.

4. If the Buyer transfers Products delivered by the Seller or works and services (including all kinds of technical support) performed by Seller to a third party, the Buyer shall comply with the Applicable Export Control Regulations and the Buyer shall establish and maintain appropriate control mechanisms to verify and ensure that:
   a) there is no infringement of a sanction or embargo imposed by the Applicable Export Control Regulations concerning the Products or any part thereof;
   b) the Products are not intended for the purposes listed in Section VI. 2. a), unless required authorization is provided;
   c) the transfer of Products to third parties must comply with Applicable Export Control Regulations and include all necessary authorizations.
   d) all lists of sanctioned parties and/or specially designated nationals under the Applicable Export Control Regulations are considered.

5. The Parties agree that in the event the Buyer breaches any of its obligations under Section VI., the Seller shall be entitled to terminate all commercial correspondence with the Buyer, cancel any outstanding deliveries and orders with immediate effect and the Buyer shall be obliged to pay the Seller a penalty of EUR 25,000 within 15 days of receiving a written request. In the event of a breach of any of the obligation imposed by this GTC or the Applicable Export Control Regulations, the Buyer shall be liable for any damages incurred directly or indirectly by the Seller in excess of the penalty, including for any penalties imposed by the competent authorities.

6. **The Buyer expressly agrees to the undertakings set out in Section VI. 1. through 5. and confirms that the Seller has provided adequate information in this regard.**

7. **Specific provisions regarding the re-export to the Russian Federation and the Republic of Belarus**

   7.1. The Buyer undertakes not to sell, export or re-export the Product directly or indirectly, to the Russian Federation or for use in the Russian Federation or to the Republic of Belarus

nor for use within these territories (collectively referred to as **the Restricted Countries**) and undertakes to fulfil the obligations set out in this Section 7 pursuant to Article 12g of Regulation (EU) No 833/2014 and Article 8g of Regulation (EC) No 765/2006.

7.2. The Buyer shall use its best efforts to ensure that the purpose of the above paragraph is not frustrated by third parties further down the commercial chain, including any resellers or end users.

7.3. The Buyer shall establish and maintain appropriate control mechanisms to detect any conduct by third parties further down the commercial chain, including any resellers and end users, that would frustrate the above obligations. The Parties agree that, in order to comply with the above obligations, contracts related to the Product shall include binding terms that prohibit any direct or indirect re-export, resale, transfer, or other form of distribution of the Product to Restricted Countries and impose significant financial penalties proportionate to the value of the Product and the nature of the violation and termination right.

7.4. The Buyer shall immediately inform the Seller of any issues relating to the application of the provisions under Section VI. 7., including any relevant activities of third parties that may frustrate the purpose of these provisions. The Buyer shall provide Seller with information on the fulfilment of the obligations under Section VI. 7. and the necessary documentation within 15 calendar days from the date of the relevant request.

7.5. The Buyer undertakes that if, it intends to sell products distributed by Seller including but not limited to the Product (hereinafter referred to as **the Resold Product**), to end users, it shall use a risk assessment questionnaire and a risk assessment form in the format prescribed by the Seller. The Buyer shall complete the risk assessment questionnaire with the relevant purchaser, and on the basis thereof, complete the risk assessment form. The Resold Product may only be sold to the relevant purchaser if, based on the risk assessment, the transaction in question is classified as low risk with regard to re-export to the Restricted Countries. Seller reserves the right to request a copy of the above-mentioned documents related to transaction of the Resold Product. Seller reserves the right to update the above forms at any time, in which case, upon giving the Buyer notice in accordance with the

channels of the Primary Communication (as defined below), the Buyer shall use the updated forms.

7.6. The Parties agree that in the event the Buyer breaches any of its obligations under Section VI. 7., the Seller shall be entitled to terminate all commercial correspondence with the Buyer, cancel any outstanding deliveries and orders with immediate effect and the Buyer shall be obliged to pay the Seller a penalty of EUR 25,000 within 15 days of receiving a written request. In the event of a breach of the export obligation under this GTC and/or Hungarian and European Union law, the Buyer shall be liable for any damages incurred directly or indirectly by the Seller in excess of the penalty, including for any penalties imposed by the competent authorities.

7.7. The Buyer expressly agrees to the undertakings set out in Section VI. 7. and confirms that the Seller has provided adequate information in this regard.

VII. Legal consequences of delay and breach of contract

1. If the Buyer fails to take delivery of the Product within 5 days of receiving a written request and does not give prior notice of the delay in taking delivery, the Seller shall be entitled, from the day following the expiry of the delivery period until the date of delivery, on the basis of an order without commission, pursuant to Section 6:156 of the Civil Code to charge a storage (commission) fee to the Buyer in the amount of EUR 50 / day (fifty euros per day).

2. If the Buyer has paid for the ordered and available Product but has not taken delivery of the Product, the Seller shall be entitled to withdraw from the contract by means of a unilateral declaration without giving any reason, starting from the 30th (thirtieth) calendar day following the expiry of the delivery deadline specified in these GTC. The Parties agree that in the event of withdrawal for this reason, the Seller shall be entitled to charge a penalty equal to 30% of the net Purchase Price and to deduct it from the Purchase Price payable to the Buyer. The amount remaining after deduction of the penalty shall be paid to the Buyer. In such cases, the Seller shall not charge any storage fees.

3. In the event of late payment by the Buyer, the outstanding amount shall bear interest, without the need for prior notice, at a rate equal to the European Central Bank (ECB) main refinancing rate in effect on the due date, plus 3% (percentage points). The applicable

interest rate shall be calculated on a daily basis from the day following the payment due date until full settlement of the outstanding amount. The Buyer shall also reimburse all reasonable costs of collection incurred at the Seller, including any legal fees.

4. If the Buyer fails to fulfil any of its payment obligations and fails to do so even after the Seller has sent a written or e-mail reminder with a 5 (five) day grace period, the Seller shall be entitled to withdraw from the Purchase Order by means of a unilateral written statement and to claim a penalty for breach of contract equal to 30% of the net purchase price from the Buyer, which the Buyer shall pay to the Seller within 8 days of the Seller's request. The penalty may be offset against any repayment obligation of the Seller at the Seller's discretion.

5. If the Buyer withdraws from the order after signing the Order Form, the Buyer shall pay the Seller a penalty equal to 30% of the total net purchase price, which the Buyer shall pay to the Seller within 8 days of the Seller's request. The penalty may be offset against any repayment obligation of the Seller at the Seller's discretion.

6. The Seller shall also be entitled to withdraw from the Purchase Order or from the GTC in addition to the cases specified elsewhere in these GTC if:
   (i) the Buyer's statements, data and documents provided are incomplete or untrue in relation to the actual situation;
   (ii) there is an enforcement, debt settlement, bankruptcy, liquidation, winding-up or legality supervision proceedings are initiated against the Buyer, its parent company, its subsidiaries.

VIII. Limited Warranty

1. Except with respect to Third-Party Products as set out below, for each Product sold by Seller to Buyer hereunder, Seller shall provide Buyer with a warranty against defects, subject to the terms and conditions set out in Exhibit A (the "**Limited Warranty**").

2. For the purposes of this GTC, "**Third-Party Product**" means any Product which is manufactured by a third party and distributed, resold or otherwise supplied by Seller under such third party's brand.

Any complaint, defect report, warranty or guarantee claim, or other product-related claim concerning a Third-Party Product shall be assessed and decided by the relevant third-party manufacturer, supplier or its authorised service provider, as applicable, in accordance with the warranty, guarantee and complaint handling terms and procedures applicable to such Third-Party Product.

In connection with such claims, Seller shall act solely as an intermediary between Buyer and the relevant third party and may forward information, documents, requests and decisions between them. Seller shall have no authority to make, amend or otherwise influence the assessment or decision of the relevant third party. Where appropriate or required by the relevant third party's procedures, Seller may direct Buyer to communicate directly with the relevant third-party manufacturer, supplier or authorised service provider.

For the avoidance of doubt, Seller does not provide any independent warranty or guarantee in respect of Third-Party Products unless expressly agreed otherwise in writing in the relevant Order Form. Nothing in this Section shall exclude or limit Seller's liability for any breach of the Contract attributable to Seller or any liability which may not be excluded or limited under applicable law.

IX. Business secrets

1. The Parties shall keep confidential all data, information, solutions, facts, connections, formulas, applications, procedures and all documents made available to them, as well as

copies thereof and all other information obtained by them in the course of their relationship with the other Party. Furthermore, the Parties shall not disclose to unauthorised persons any data that has come to their knowledge in connection with the performance of the contract and whose disclosure would have adverse consequences for the other Party.

2. The confidentiality obligation shall include, but is not limited to, the following information and data:
   i. the content of business or other negotiations between the Parties, in particular financial and business data relating to the Seller's operations (including, but not limited to, the content of the Offer, the Order Form and the Contract);
   ii. the content of the potential training provided by the Seller and the know-how that can be gained from it;
   iii. data and documents relating to the operation of the Product;
   iv. any information relating to the software installed on the Product, in particular its source code.

3. The Parties undertake to use all possible means and exercise the utmost care to ensure that the above-mentioned business secrets are not made available to third parties in any way.

4. The Seller shall have full rights of disposal over the documents, information and instructions provided by the Seller as intellectual property and over the solutions protected by legal rights implemented therein. Upon conclusion and performance of the Contract, the Buyer shall acquire the right to use the documents, information and instructions for its own purposes.

5. The Parties shall be fully liable for the conduct of persons in an employment or other legal relationship with them with regard to their confidentiality obligations.

6. It shall not constitute a breach of confidentiality if the disclosure of information to a third party is requested or instructed in writing by the interested Party to the other Party, or if it is required by law (e.g. disclosure to authorities) or is a consequence of an obligation arising from the performance of the order.

7. The Parties shall be bound by the confidentiality obligation for an unlimited period of time even after the termination of these GTC and the Purchase Order.

X. Contact

1. The Parties shall generally communicate with each other by electronic mail, except for discussions and legal statements relating to the conclusion, amendment and termination of the Contract and these GTC, as well as any legal disputes arising therefrom, which shall be made in person and by post (hereinafter referred to as **the Primary Communication**).

2. Except for Contractual Communication, the Parties shall accept electronic communication as written communication. The Parties shall ensure that the mailboxes designated for communication are read. Notifications sent in this manner shall be deemed to have been received by both Parties.

3. The e-mail addresses designated for communication are: on the part of the Seller, the e-mail address specified in Section II.1 of the GTC, and on the part of the Buyer, the contact e-mail address provided on the Order Form.

4. With regard to Primary Communication, the Seller shall apply the presumption of delivery with regard to the fact and time of delivery of registered mail. Registered mail sent to the Buyer's address or registered office shall be deemed to have been delivered on the day on which the date of receipt is recorded on the registered mail. If the Buyer fails to accept the registered mail despite a single attempt at proper postal delivery, the letter shall be deemed delivered on the 5th day after the postal dispatch.

5. Damages and additional costs resulting from incorrect posting due to an incorrect address provided by the Buyer shall be borne by the Buyer. The Buyer is obliged to notify the Seller of any change of address. Any damage resulting from failure to do so shall be borne by the Buyer.

XI. Legal Disputes

This GTC and the Purchase Orders shall be governed by and construed according to the substantive laws of Hungary. The application of the international convention on the sales of goods of Vienna of 1980 is expressly excluded. All disputes arising out of or in connection with the present contract shall be finally submitted to the competence of II. and III. District Court of Budapest, Hungary if the dispute falls within the competence of district courts. In case the dispute falls within the competence of tribunals, then the dispute shall be finally submitted to the competence of Tribunal of Győr, Hungary.

XII. Completeness clause

1. These GTC, together with the Agreement concluded between the Parties, contain all the terms and conditions of the contractual agreement between the Parties, and any previous agreements not set out in writing shall cease to have effect.

2. If any provision or part of a provision of these GTC or the Agreement is invalid or unenforceable, or becomes invalid or unenforceable, the remaining provisions of the GTC and the Agreement shall remain in force. In such cases, the relevant provisions that most closely correspond to the economic purpose of the invalid or unenforceable provision shall apply by way of (supplementary) interpretation.

3. By accepting the Product and signing the Order Form, the Buyer declares and warrants that it has read and expressly accepts the present GTC as binding upon itself prior to accepting the Product and signing the Order. By accepting these GTC, the Buyer confirms that it has been expressly informed of the GTC and expressly accepts them.

4. If any provision of the GTC and the Order Form differs, the provision of the Order Form shall form part of the contract. Notwithstanding the provisions of Section 6:81 of the Civil Code, if the Buyer applies general terms and conditions, the provisions thereof shall not become part of the contract concluded between the Seller and the Buyer; the Parties expressly exclude the general terms and conditions of the Buyer from becoming part of the contract.

XIII. Limitations of the Seller's liability

1. Subject to the Limited Warranty, and except if Buyer establishes that such damages result directly from a wilful act on Seller's part, under no circumstances shall Seller be liable to Buyer for any damages of any kind (including any special, incidental, indirect, consequential or punitive damage or loss, cost or expense, including damage based upon loss of profits, loss of business, loss of revenue, loss of goodwill or anticipated savings, delay in delivery, impairment of other Products or based on any other cause) and whether this liability arises out of or in connection with a breach of contract, breach of warranty, misrepresentation, or otherwise. Without limiting the generality of the foregoing it is agreed and acknowledged that Seller's liability shall be excluded (i) for any damages caused by Buyer or any other third party while using the Products (even if caused by malfunction of the Product); and/or (ii) for any damages caused by a breach of applicable law and/or Seller's operating recommendations.

XVI. Entry into force

These GTC shall enter into force on **28/10/2026.** The provisions of the GTC shall apply to purchase orders and contracts concluded after their entry into force.

Annexes:

- **Exhibit A (Limited Warranty)**
- **Exhibit B (Risk Assessment Questionnaire)**
- **Exhibit C (Risk Assessment Form)**

EXHIBIT A
ABZ INNOVATION LTD'S LIMITED WARRANTY

1. The Limited Warranty is a voluntary warranty provided by Seller to Buyer.

2. The Limited Warranty may be amended by Seller at any time during the term of this GTC with a thirty (30) day prior notice to Buyer. The amended version of the Limited Warranty will then be applicable for all PO notified after the entry into force of such amendment.

3. Seller warrants the Products against defects in materials and workmanship when used in accordance with Seller's user manuals, technical specifications and other Seller's published guidelines for the below mentioned period. In case of drones, the warranty period (the **Warranty Period**) is **one (1) year** from the date of handover to the Buyer (or carrier). In case of other products (e.g. accumulators, chargers) the warranty period is **6 (six) months** from the date of handover to the Buyer (or carrier).

4. If a defect arises during the Warranty Period, Seller shall at its option either:

(i) primarily provide parts for the repairs through an Authorized Service Center free of charge in order to carry out the repairs, if the repairs are not possible then,

(ii) secondarily replace the Product with the same model (or with a product that has similar functionality) formed from new and/or previously used parts that are equivalent to new in performance and reliability; or if the replacement is not possible then,

(iii) tertiary refund the purchase price in exchange for the return of the Product.

In case of replacement or repair of a Product, Seller warrants the replaced or repaired parts against defects in materials and workmanship for the remaining Warranty Period of the original Product, provided that if the repair has been made by an Authorized Service Center, the warranty shall extend to defects in materials, but not to defects in workmanship attributable to repair performed by the Authorized Service Center.

5. It is agreed that Seller may limit the Limited Warranty (i) if the required documents and information are not provided to it and/or (ii) if otherwise the procedure set out in the Support and Services Guidelines is not strictly complied with.

6. In case Seller provide parts for warranty repairs, or new products for replacement, then the transportation costs shall be borne by the Buyer. Parties agree, that Seller has the right to determine whether the defect qualifies for a warranty repair/replacement or not. The Buyer (directly or through and Authorized Service Centre) shall provide log files of the Drone and photos of the drone and defects to Seller for the inspection. Seller has the right to ask further information and proofs for the warranty inspection.

7. The Limited Warranty shall not apply in the following cases:

- the Products are not stored, handled and used according to their specifications;

- the Products are damaged due to carelessness, negligence, wilful act, or wrong use by any person (other than Seller), or due to any weather condition, accident or crime;

- for any defects or damage to the Products caused by the failure of the Buyer or any other user to use, operate, handle or maintain the Products in accordance with the instructions, requirements, limitations and safety warnings set out in the applicable User Manual provided or made available by Seller;

- for defects or deterioration resulting from normal wear and tear arising from the ordinary use of the Products;

- if the Products have not been submitted, every 300 hours of Product flight, to Seller or to an Authorized Service Centre for a service in accordance with maintenance schedules and service instructions, it being agreed that a service may be performed in advance provided however that the next service is performed within the above mentioned time interval and that it is the buyer's own responsibility to monitor the number and duration of flights and decide when the maintenance check must be performed;

- battery cells are excluded from warranty after first use;

- if Seller has not received all data and information to be provided by Buyer as detailed in the Services and Support Guidelines.

8. Seller makes no representation, and gives no warranty other than as expressly provided herein, without prejudice to any other remedies which may be available under any applicable law.

9. Third-Party Products

Notwithstanding anything to the contrary in this Limited Warranty, this Limited Warranty shall not apply to Third-Party Products, unless expressly agreed otherwise in writing in the relevant Order Form. Any warranty, guarantee, defect or other product-related claim concerning a Third-Party Product shall be handled in accordance with Section VIII.2 of the GTC and the applicable terms and procedures of the relevant third-party manufacturer, supplier or authorised service provider.