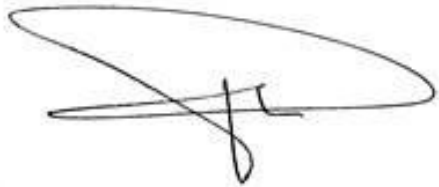


Terms and conditions of trade

European Drone Academy

Accountable manager:



Parcival I. Hofland

ARTICLE. 1 DEFINITIONS

Client: natural or legal person with whom an agreement for participation in a course is concluded.

Attendee: the natural person who attends the course on behalf of the client.

Course: course, training, workshop, coaching, counselling or any other meeting aimed at transferring and/or increasing knowledge and/or skills.

Open registration course: course, lecture or demonstration with attendees from several organisations.

Customised course: course, lecture or demonstration with participants from the same organisation.

Advance invoice: agreed percentage of the total cost of a booked course, to be paid in advance of the course.

Terms and conditions: these terms and conditions of trade.

ARTICLE 2. APPLICABILITY

1. The terms and conditions are applicable to all quotations, general offers, actions, agreements and similar by the European Drone Academy, whether or not these relate to or are subsequent to earlier quotations, general offers, actions, agreements and similar.
2. Any changes or additions to the terms and conditions need to be expressly confirmed in writing by the contractor.

ARTICLE 2. APPLICABILITY (continued)

3. A registration as described in Article 3 clause 1 or the acceptance of a quotation as referred to in Article 4 clause 2 implies acceptance of the applicability of these terms and conditions. This shall also apply if the client is an entity based in another country.
4. The terms and conditions of the client shall not apply where these conflict with the present terms and conditions, unless otherwise agreed in writing.

ARTICLE 3. OPEN COURSE REGISTRATION AND CONFIRMATION

1. The client can register for open courses to be given by the European Drone Academy by telephone or by e-mail.
2. The European Drone Academy will confirm registrations made in the way referred to in the preceding clause in writing (by e-mail or otherwise). The agreement for participation in the course is concluded when this confirmation is sent. However, the parties may provide evidence for the conclusion of the agreement by other means.
3. The order confirmation describes the content of the agreement, unless evidence to the contrary is provided.

ARTICLE 4. AGREEMENT CONCERNING A CUSTOMISED COURSE

1. For a customised course the client needs to request a quotation from the European Drone Academy.
2. The agreement concerning participation in a customised course shall be concluded by acceptance of the quotation in its entirety.
3. The content of the quotation shall be deemed to describe the content of the agreement. Acceptance of the quotation with changes shall be considered a rejection of the original quotation and an invitation to submit a new quotation. The European Drone Academy shall not be obliged to issue a new quotation.

ARTICLE 5. OPEN COURSE PRICES

1. When registering by using the registration form (online or otherwise) or by telephone, the course prices listed on the relevant website maintained by the European Drone Academy shall apply.
2. When registering for a course using the online registration form further to a mailing, the prices stated in the mailing shall apply.
3. When registering by completing the form on the Internet and sending it by e-mail, the prices listed on the Internet at the time of registration shall apply.
4. The course prices include the costs of any course materials, unless stated otherwise.

ARTICLE 5. OPEN COURSE PRICES (continued)

5. If a course is subject to BTW/VAT the listed prices are exclusive of BTW/VAT and will be charged inclusive of BTW/VAT, unless the product or service is specifically aimed at consumers, in which case prices inclusive of BTW/VAT are listed. International customers, within the EU, will be issued quotations where the BTW/VAT is reverse charged (within the EU).
6. Prices are subject to change due to unforeseen circumstances.
7. Prices shall be amended in case of changes to the BTW/VAT regime or applicable BTW/VAT rate.

ARTICLE 6. CUSTOMISED COURSE PRICES

1. The course price stated in the quotation shall only be binding during the period the quotation is valid for.
2. The quoted course price shall include the costs of any course materials.
3. If a course is subject to BTW/VAT the listed prices are exclusive of BTW/VAT and will be charged inclusive of BTW/VAT, unless the product or service is specifically aimed at consumers, in which case prices inclusive of BTW/VAT are listed. International customers, within the EU, will be issued quotations where the BTW/VAT is reverse charged (within the EU).
4. Prices are subject to change due to unforeseen circumstances.
5. European Drone Academy, a trading name of Drone Education Centre B.V., is BTW/VAT registered in the Netherlands.

ARTICLE 7. PAYMENT

1. After registration as referred to in Article 3, payment will be made immediately through the relevant website, or the client shall transfer the relevant amount. The agreement shall not be concluded until the time the European Drone Academy receives the payment, and the European Drone Academy shall be permitted to allocate the place on the course to a third party.
2. After acceptance of the quotation as referred to in Article 4 the European Drone Academy will send an advance invoice for the course to the client.
3. The client shall pay this invoice in full within 14 days of the invoice date, but always before the start of the first course day, without any right to a discount or set-off, at the offices of the European Drone Academy or by payment into a bank account specified by the European Drone Academy.
4. If the client fails to pay within the period stated in clause 2 of this article then they shall be in default without any notice of default being required. In that cause, and without further notice, the client shall owe interest, from the due date to the date of full payment, amounting to 1% of the outstanding invoice amount, where any part of a month shall be deemed to amount to a full month.

ARTICLE 7. PAYMENT (continued)

5. If the client fails to pay the amount due in time any costs incurred by the European Drone Academy further to this shall be for the account of the client. These costs shall include all costs incurred in court and otherwise, in the Netherlands and abroad, such as the costs of reminders, collection and legal assistance. These costs incurred outside court shall amount to at least 30% of the amount due.
6. If full payment of the advance invoice has not been received by the European Drone Academy before the start of the course, the attendee shall not be entitled to participate in the course, however the client shall still be obliged to pay the full course price and any additional costs.

ARTICLE 8. RESCHEDULING OF A CUSTOMISED COURSE BY THE CLIENT

1. Up to four (4) weeks before the agreed course day or part of a day booked by the client may, in consultation, be rescheduled to another date. If it is rescheduled less than four (4) weeks but more than one (1) week before the agreed date, 25% of the course price will be charged. If it is rescheduled within one (1) week of the agreed date, 75% will be owed.

ARTICLE 9. CANCELLATION OF AN OPEN COURSE BY THE CLIENT

1. Cancellation of an agreement concerning an open course by the client may only be done by registered letter, up to four (4) weeks before the scheduled first day of the course.
2. In case of cancellation up to four (4) weeks before the first day of the course, EUR 30, exclusive of BTW/VAT will be charged. In case of cancellation less than four (4) weeks but more than one (1) week before the first day of the course, 50% of the course price due will be charged as a cancellation fee. In case of cancellation within one (1) week of the first day of the course, the full course price will be owed, and the client shall not be entitled to a refund of any amount paid earlier.
3. In case of cancellation more than 24 hours before, it will be able to reschedule the course to another date selected by you, if such a date is available.
4. In case of cancellation within 24 hours of the course to be followed by the attendee we will charge 50% of the course price. In case of cancellation by the client or the attendee on the day of the course, or failure to attend the course, the full course price will be charged.
5. Cancellation by the client of the course agreement after the start of the course shall not be possible.

ARTICLE 10. CANCELLATION OF A DIGITAL PRODUCT

1. The client waives the statutory cooling off period if the product is supplied within 14 days.
2. The client and the attendee have a 14 day cooling off period after the purchase of the digital product. The purchase shall immediately become irrevocable after passing of the 14 days, or when the course or exam has started. In the case of a downloadable product the cooling off period shall end immediately after downloading the product.
3. If cancellation is still possible, then EUR 25, exclusive of BTW/VAT, administration costs will be charged.

ARTICLE 11. NON-ATTENDANCE BY THE ATTENDEE

1. If an attendee is unable to attend the course they may be replaced by another attendee, if the European Drone Academy is informed of the replacement no later than three days before the first day of the course. The client shall not owe any charge for such a replacement.
2. An attendee who is unable to attend may be rebooked to the same course on another date or dates. An administration fee of EUR 25 exclusive of BTW/VAT will be charged for rebooking.
In case of rebooking within one week of the first day of the course these costs shall amount to 25% of the course price, with a minimum of EUR 25.

ARTICLE 12. CANCELLATION BY THE EUROPEAN DRONE ACADEMY

1. The European Drone Academy reserves the right to cancel a course in the event of force majeure, up to one (1) week before the first day of the course. The clients will be informed of this forthwith. The European Drone Academy will refund the course price paid by the client. Where possible, the European Drone Academy will offer an alternative to the client. If client takes this offer up then the course price will not be refunded.

ARTICLE 13. LIABILITY

1. The European Drone Academy shall not be liable for any damage caused by or related to participation in a European Drone Academy course, or the cancellation of the course agreement by the European Drone Academy, except in case of intent or gross negligence by the European Drone Academy.
2. If, despite the provisions of clause 1, the European Drone Academy is liable for any damage then this shall be limited to the invoice amount.
3. Indirect damage shall not be compensated.
4. The client expressly undertakes to inform the attendees that participation in the course will be at their own risk.
5. Attendees to European Drone Academy courses shall agree to immediately following the instructions given by designated instructors.

ARTICLE 14. INTELLECTUAL PROPERTY

1. The rights to the intellectual property of the course, the course materials, advice and information given, photographs and video recordings, and any other documents/products related to the course are specifically reserved by the European Drone Academy.
2. Without the express, written permission of the European Drone Academy the client shall never be permitted to publish, exploit or reproduce, in any way whatsoever, information from and/or parts and/or excerpts of the course materials issued and presentations given, failing which they shall be held to provide full compensation.
3. The European Drone Academy reserves the right to close the account of an attendee and/or client immediately should they infringe the intellectual property of the European Drone Academy.

ARTICLE 15. REPLACEMENT OF THE TEACHER OR TRAINER

1. The European Drone Academy shall at all times be entitled to replace the teacher or trainer who is to fulfil the course agreement by another teacher or trainer at the same level.

ARTICLE 16. COMPLAINTS

1. The client shall address complaints further to the implementation of the course agreement or an administrative procedure relating to the course in writing to the director of the European Drone Academy, within 8 days of the start of the course. The complaint will receive a written response.
2. Complaints further to the invoice shall be raised within 8 days of the invoice date, in the way described in clause 1, after which they will be responded to in writing.

ARTICLE 17. APPLICABLE LAW

1. All quotations, general offers, actions, etc. of the European Drone Academy and agreements between the European Drone Academy and the client shall be covered by Netherlands law.
2. Any disputes between the parties further to a quotation, general offer, action, agreement, etc. subject to these terms and conditions or further to agreements resulting from it, shall be brought before the competent court in The Hague, unless specified otherwise by law.