

General Terms and Conditions for Gimbal Products

1. General

- 1.1 The GTC of Dynamic Perspective shall apply exclusively to all of the seller's contracts. These GTC shall apply to all deliveries and services unless otherwise expressly agreed. The GTC shall be deemed to be read, understood and accepted when the contracts are concluded. Any of the customer's general terms and conditions which conflict with our GTC shall apply only to the extent that we have expressly agreed to them in writing. The seller's silence with respect to GTC that deviate from our GTC, regardless of the form used to bring them to our attention, does not constitute acceptance. Where parts or individual wordings of this text do not, no longer, or not fully comply with the applicable legal requirements, this shall not affect the validity of the contents of the other parts of the clauses.
- 1.2 The sale, resale, and arrangement of the deliveries and services, as well as of each and any associated technology or documentation, may be subject to Austrian, EU-US export control laws, or the export control laws of other countries, if applicable. Any resale to embargoed countries, or to barred persons, or to persons who use, or could use, the delivery and the service for military purposes, for ABC weapons, or for nuclear applications, is subject to approval. By placing an order, the customer declares its compliance with such laws and regulations and also that the deliveries and services will not be supplied directly or indirectly to countries which forbid or restrict entry of these goods. The customer declares that it will obtain all permits required for export or import.

2. Deliverables and services

- 2.1 All offers made by the seller are subject to change and not binding. Deliverables and services are provided exclusively based on our experience. Information and consultation on deliverables and services must always be confirmed in writing. Verbal agreements do not have any legal force. Performance data are established under normal laboratory conditions or field tests specifically conducted for that purpose; the performance data shown are mean values calculated in the usual manner. We would not be able to assume the obligation to adhere precisely to these values and their associated possible uses. Any liability is ruled out in principle where permitted by law.

3. Prices

- 3.1 The prices listed in our order confirmation without value added tax shall apply exclusively. All additional deliverables, such as a Service Level Agreement, shall be shown and invoiced separately. If the order differs from the overall offer, the seller reserves the right to adjust the price accordingly.
- 3.2 Our prices apply to delivery unpacked ex works. The customer is required to pay any additional costs for delivery and packaging, and any customs duties and taxes, if applicable.

4. Delivery

- 4.1 Unless otherwise agreed by the Parties, we deliver ex works from Vienna.
- 4.2 Any information regarding the seller's deliverable and products cited in catalogues, price lists, brochures, company information material, prospectuses, trade show displays, in circulars, promotional mailings or other media are nonbinding unless they are expressly declared in writing to constitute part of the contract.
- 4.3 Orders are accepted subject to feasibility. If it becomes necessary to modify orders agreed upon between the Parties, this modification may be made in agreement with the customer only. If agreement cannot be achieved, each Contracting Party shall be free to withdraw from the contract.
- 4.4 All quotation and project documents must not be reproduced, made accessible to third parties, or used in any other way without the seller's consent. The seller has the right to ask for them to be returned at any time, and they must be returned promptly to the seller if the order is placed elsewhere.

5. Delivery/performance deadlines

- 5.1 Delivery/performance deadlines are nonbinding unless they were expressly agreed upon as binding in writing in the order confirmation or in the individual contract. Delivery times commence upon the date of our order confirmation, but not before all of the details specified by the customer have been unambiguously clarified and all necessary certificates have been provided. The timely notification of readiness for dispatch shall be deemed to be timely compliance with delivery times.

- 5.2 For deadlines and dates not expressly referred to as binding in the order confirmation, the customer may set a reasonable deadline for delivery/service 4 weeks after they have expired. We will not be in default until this final deadline has passed.
- 5.3 Deadlines and dates are extended by the period of time by which the customer fails to meet his responsibilities towards us, without prejudice to our rights arising from default on the part of the customer.
- 5.4 We reserve the right to effect deliveries and services through our own organisation.
- 5.5 The seller shall be entitled to effect and to invoice partial or advance deliveries if this is deemed acceptable to the customer.
- 5.6 The customer shall be entitled to withdraw from the contract after two grace periods have passed unsuccessfully, unless the impediment is merely of a temporary nature and the postponement of the performance data is deemed acceptable to the customer.
- 5.7 If the customer is entitled to the right to withdraw from the contract under the contract or by law, and if we set an appropriate time limit for the customer to exercise his right, the right of withdrawal shall expire unless the customer declares before the expiry of the time limit that he is exercising this right.
- 5.8 If the seller is prevented from meeting his obligations because unforeseeable circumstances arise, or circumstances for which he is not responsible, such as interruptions of operations, sovereign acts and interventions, energy supply difficulties, the loss of a supplier who is difficult to replace, industrial action, obstruction of thoroughfares, delays in customs clearance, or force majeure, the delivery/performance period shall be extended by an appropriate extent. It is insignificant in this respect whether these circumstances arise for the seller himself or for one of his suppliers or subcontractors.

6. Shipping, transfer of risk

- 6.1 Shipping is effected at the customer's risk without exception. Risk is transferred to the customer as soon as the shipment was transferred to the carrier. Goods shall always be shipped, loaded and unloaded at the buyer's risk.
- 6.2 If the dispatch of a shipment is delayed for reasons relating to the customer, the risk of accidental deterioration and accidental destruction is transferred to the customer when notice of readiness for dispatch is given. The customer shall pay the storage costs after the transfer of risk. The right to assert any further claims shall remain reserved.
- 6.3 If the customer is in default of acceptance, we shall be entitled to demand compensation for the expenditure incurred by us.
- 6.4 The customer approves any appropriate shipping method. Transport insurance will be taken out only if ordered by the customer in writing.
- 6.5 The registered office of the seller is the place of performance for delivery and payment, even if the goods are transferred at a different location as agreed upon.

7. Payment

- 7.1 Payments must be made within the agreed payment periods. Payments are due without deduction upon receipt of invoice unless expressly noted otherwise on the invoice. The timeliness of payment is determined by the date the sum of money is received by the seller.
- 7.2 We are entitled to claim default interest in the amount of 10 % above the base interest rate p.a. as from the due date, i.e. as from the starting date of the default in payment, without prejudice to the right to assert a claim for higher actual damages.
- 7.3 The customer shall be entitled to withhold or to offset payments against counterclaims only if these counterclaims are uncontested or have been declared final in a court of law.

8. Reservation of ownership

- 8.1 All goods delivered by us shall remain our property until all outstanding amounts have been settled in full, on whatever legal grounds.
- 8.2 If the goods subject to retention of ownership are processed, combined or mixed with other goods by the customer, we shall be entitled to joint ownership in the new item at a ratio proportionate to the invoice value of the goods subject to retention of ownership and the value of the other goods used. If our ownership ceases due to processing, combination or mixing, the customer already now transfers the ownership rights he is entitled to in the new inventory or the new item to the extent of the value of the goods subject to retention of ownership, and keeps it safe for us free of charge.

- 8.3 The goods delivered by us may not be given as security, assigned as collateral, or encumbered with third party rights in any other way until all of the seller's receivables have been paid in full. The customer must inform the seller promptly if compulsory enforcement proceedings concerning the goods subject to retention of ownership, or the receivables assigned to us in advance, are undertaken by third parties while handing over the necessary documents for us to intervene.
- 8.4 If the customer resells the goods subject to retention of ownership in the ordinary course of business, he already now assigns the receivables and other claims against his buyers, which arise as a result of the resale, to the seller, along with all ancillary rights, in the amount of the value of the goods subject to retention of ownership. The seller hereby accepts this assignment.
- 8.5 The customer is authorised to collect the receivables assigned to us until we revoke this right. We are entitled to revoke this right if the customer fails to duly meet his payment obligations which arise from the business relationship with us. If the prerequisites for exercising the right of revocation are met, the customer shall be required to promptly disclose the receivables assigned and their debtors at our request, to provide all information necessary to collect the receivables, to hand the associated documents over to us, and to notify the debtor of the assignment. We are also entitled to notify the debtor of the assignment ourselves.
- 8.6 Asserting our right to retention of ownership shall constitute withdrawal from the contract only if we expressly declare so in writing. The customer's right to own the goods subject to retention of ownership shall expire if he fails to meet his obligations under this contract.

9. Rights to software

- 9.1 All programmes shall remain our property. Subsequent amendments to our programmes and documents are subject to our approval in writing. Making our programmes and documents available to third parties is not permitted. Backup copies of any kind may not be duplicated, not even for own purposes.
- 9.2 A non-exclusive and non-transferable right is granted to use the programmes and the associated documentation and subsequent amendments for internal purposes relating to the goods. Any disclosure to third parties is only permitted if approved by us in writing.
- 9.3 Source programmes are not made available in principle and shall be released only based on a separate written agreement.

10. Customer's obligations

- 10.1 The customer is required to make a reasonable effort to contribute to providing the seller with the essential, complete and accurate information so as to allow the seller to produce the goods.
- 10.2 The customer shall be liable for ensuring that the necessary technical prerequisites for using the goods have been met.
- 10.3 Unless otherwise agreed upon, the seller shall be entitled to use the delivered goods/the project publicly as a reference.

11. Warranty

- 11.1 The warranty period is limited to 12 months and starts as from the date risk is transferred as defined by these GTC. The warranty period will be extended to 24 months if and when the customer has concluded a Service Level Agreement (SLA) by the agreed delivery date at the latest.
- 11.2 Notices of defects and any kind of complaint must be lodged with us in writing (e-mail is sufficient) within 5 business days, specifying the potential causes. Notices of defects and complaints which are reported to us verbally or by telephone, or which are not reported to us in due time, shall not be considered. No notice can be given of defects which could be identified during acceptance once acceptance has been carried out as agreed. If goods are damaged during shipping, the customer must promptly issue a damage report with colour pictures and mail it to the seller.
- 11.3 The defective goods must be returned to us free of charge for inspection in the original or equivalent packaging and by written arrangement. If a notice of defects is justified and was filed in due time, we shall remedy the defects at our discretion by way of subsequent performance, either by remedying the defect or by delivering a flawless product; we shall only pay the costs directly associated with subsequent performance.
- 11.4 We are entitled to refuse to take subsequent remedial measures in accordance with legal provisions. We are also entitled to refuse subsequent performance if the customer has failed to return the goods to us when asked by us to do so.
- 11.5 The customer is entitled to demand either the withdrawal from the contract or a price reduction in accordance with legal provisions, but not before two appropriate grace periods for subsequent performance set by the customer have passed unsuccessfully.
- 11.6 The customer shall provide proof of the fact that the defect was present at the time of acceptance already.

- 11.7 The seller shall only be required to pay for the costs incurred if the defect is repaired by the customer himself, if the seller has agreed in writing to pay for these costs.
- 11.8 The provisions in clause 12 shall apply to any claims for damages and reimbursement of expenses on the part of the customer.
- 11.9 Any information regarding the seller's deliverable and products cited in catalogues, price lists, brochures, company information material, prospectuses, trade show displays, in circulars, promotional mailings or other media are nonbinding. They do not constitute a guarantee of the quality of the goods; instead, they are descriptions or characterisations of the goods.
- 11.10 Any warranty for defects in delivered goods which are caused by normal wear and tear is ruled out. The buyer is not entitled to any claims for defects as regards goods purchased as declassified or used material.
- 11.11 Warranty is void if the customer fails to follow all or part of our operating and/or maintenance instructions, and/or if the original parts are substituted by parts which do not comply with the original specifications.

12. Limitation of liability

- 12.1 If a breach of duty is committed, we shall be liable to pay compensation and reimburse expenses only in case of intent or gross negligence.
- 12.2 In case of slight negligence which jeopardises the achievement of essential parts of the agreement, the seller shall be liable only up to a maximum amount corresponding to 5 % of the agreed purchase price.
- 12.3 The seller shall not be liable for improper handling of the product or using it for other than its intended purpose, for damages due to product modifications by the buyer, damage caused by crash landings or by aircraft crashes, or damage caused by the failure to follow the operating and safety instructions and the service intervals. In particular, the seller shall not be liable for products provided such as cameras, objectives or other goods.
- 12.4 All claims for damages against the seller, on whatever legal grounds, shall expire by limitation no later than one year after the article was handed over to the customer, if the circumstances which gave rise to the claim of ignorance as the result of gross negligence and the person who is liable to pay damages are known. The provisions in this clause shall not apply in the case of liability due to intent or gross negligence.
- 12.5 If the customer is a distributor of the goods delivered to him, and if the ultimate buyer of the goods is a consumer, statutory provisions shall apply to the statutory limitation of any recourse claim against us on the part of the customer.
- 12.6 The obligation to pay compensation for property damage resulting from the product liability law, and product liability claims which may be derived from other provisions shall not arise insofar as permitted by law. The customer shall not be entitled to pursue remedies against the seller based on a product liability claim. The customer is required to take out adequate insurance for product liability claims and to indemnify and hold the seller harmless.
- 12.7 In case of software deliveries, we shall not be liable for the loss of customer data (consequential damage).
- 12.8 The buyer shall indemnify and hold the seller completely harmless against all third party claims.
- 12.9 The seller shall be liable in any case, on whatever legal grounds, for up to the maximum insurance payment amount required by law.

13. Industrial property rights, copyrights

- 13.1 If claims are lodged against the customer on the grounds of breach of an industrial property right or a copyright because the customer uses our delivery/service as stipulated in the contract, we undertake to procure the right to continue using said delivery/service for the customer. The prerequisite is that the customer informs us promptly and in writing about any such claims lodged by third parties and that we reserve the right to take all defensive actions and out-of-court measures. If it is not possible under these conditions to continue using our delivery/service on reasonable commercial terms, it is deemed to have been agreed that we either modify or substitute the delivery/service at our discretion in order to remedy the defect of title, or take the delivery/service back and refund the purchase price paid to us, minus an amount which takes into account the age of the delivery/service.
- 13.2 The customer shall not be entitled to assert any further claims for infringements of industrial property rights or copyright infringements if and when no material breach of contract has been committed, and any infringement against other contractual obligations was not committed intentionally or due to gross negligence. We are under no obligations in accordance with Clause 13.1 if the fact that our delivery/service is not used in the manner stipulated in the contract, or is used together with other goods or deliveries/services, has caused the infringement.

14. Disposal

- 14.1 The customer is required to ensure that goods are disposed of in accordance with statutory provisions.
- 14.2 Disposal costs are paid by the customer. If goods are resold, the customer shall be required to transfer the duty to properly dispose of the goods.

15. Reporting obligation, resale

- 15.1 The customer is required to promptly notify us of all incidents or near-incidents involving our products, irrespective of whether they are subject to reporting according to the relevant applicable regulations pertaining to the object of purchase.
- 15.2 The customer is required to promptly notify us of any resale or any other transfer involving our products, disclosing the name of the buyer or recipient, or taking other appropriate measures to ensure that we are able to obtain information regarding the whereabouts of our products at any time.
- 15.3 If our products are resold, the customer shall be required to ensure that all applicable statutory provisions, in particular those pertaining to the object of purchase, will be complied with after the sale.
- 15.4 The product is included in the list of dual-use goods of Regulation (EU) No. 428/2009 of the Council of 05 May 2009 on a Community Rule regarding the control of exporting, shipping, procuring and transiting dual-use goods, as amended at the time this contract is concluded, the Dual Use Regulation. The buyer hereby expressly acknowledges that exporting the product to third countries who are not members of the European Union is subject to the monitoring provision in accordance with Article 3 of the Dual Use Regulation.
- 15.5 The buyer undertakes not to use all or parts of the product for one of the purposes listed in Article 4(1) of the Dual Use Regulation. If the product is transferred or resold, the buyer undertakes to require the transferee or the purchaser in writing to use the product in line with the first sentence of this paragraph (4).
- 15.6 The buyer undertakes to indemnify and hold the seller harmless against claims asserted by third parties which are based on an infringement of the buyer's duties in accordance with this Clause 10, the provisions of the Dual Use Regulation, or other provisions applicable to the object of purchase such as, in particular, but not exclusively, monitoring, reporting and permit requirements.

16. Confidentiality

- 16.1 Unless expressly agreed otherwise, our information in combination with orders is considered confidential.

17. Other

- 17.1 The contracts concluded between the buyer and the seller are governed exclusively by Austrian law, excluding the application of the UN Convention on Contracts for the International Sale of Goods and the rules on conflict of laws of private international law. Vienna, Austria is agreed upon as a place of jurisdiction.
- 17.2 Should all or parts of individual clauses of these terms and conditions be or become invalid, such invalidity shall not affect the legal force of the other clauses or other parts of such clauses. The invalid clause shall be replaced by a valid clause which approximates the common will of the Contracting Parties at the time the order is placed as closely as possible.