

GENERAL TERMS AND CONDITIONS

For the sale and delivery of professional aerial film drones, brushless motors and rechargeable batteries

FlyingEyeFilms Filmproduction GmbH date: 01.06.2014

1. Preamble

1.1 All customer orders received by FlyingEyeFilms Filmproduction GmbH for sales, rental and delivery are due to the general terms and conditions. These conditions apply to all services rendered by FlyingEyeFilms Filmproduction GmbH or any other affiliated corporations named within the contract.

1.2 Oral agreements, changes or additions to this contract are only acceptable when FlyingEyeFilms Filmproduction GmbH is contacted in written form.

1.3 Offers are subject to change.

2. Delivery

2.1 The delivery follows after payment in advance.

2.2 The customer is held accountable for additional necessary costs of care and maintenance of products within the contracts boundaries.

2.3 Fixed times for delivery are to be assumed, when not dependent on an individual agreement. Unpredicted interferences of force majeure to FlyingEyeFilms Filmproduction GmbH or affiliated corporations within the delivery, are to be determined as exceptions.

3. Price

3.1 Prices are listed, if not explicitly agreed upon, there are no additional tax charges for the customer to be considered.

3.2 The currency of all products is in euro.

4. Payment

4.1 Charges are dependent on the individual delivery.

4.2 Payment is due on time, following the delivery order confirmation.

4.3 Contracts with multiple products may require more than one bill of delivery and or delivery arrangements.

4.5 In the event of payment negligence FlyingEyeFilms Filmproduction GmbH will charge extra costs and interest that must be considered when legal action is taken.

4.6 If necessary due to payment negligence, FlyingEyeFilms Filmproduction GmbH determines the interest based on bank standards.

5. Property Rights

5.1 Until payment is received for the delivered aerial film drones and accessories, ownership rights remain by FlyingEyeFilms Filmproduction GmbH.

5.2 Termination of ownership must be agreed upon within a documented contract.

5.3 If termination of ownership is agreed to, the customer is liable for the delivery costs and additional maintenance costs if applied.

6. Estimation of Cost

6.1 The estimation of cost is assessed under the best of expert knowledge and cannot be disputed.

6.2 The estimation of cost can be negotiated or traded in the event of a future assignment, project or employment of FlyingEyeFilms Filmproduction GmbH.

7. Collection Expenses

7.1 In the event of delayed payment and or the refusal to pay FlyingEyeFilms Filmproduction GmbH, the customer is liable for additional legal costs such as lawyers fees and or collection agency fees.

7.2 If initial bill is evaded, the additional cost of 10 euros per following bill will be calculated to that customers expense.

8. Warranty, Guarantee and Accountability

8.1 In the case of a damaged product upon delivery, the customers first right is to require that item be repaired or replaced, if possible due to the extent of damage or amount of labour involved. FlyingEyeFilms Filmproduction GmbH will exchange the damaged product within a reasonable time period.

8.2 If the repair or the replacement of the damaged product is not possible, due to the extent of damage, FlyingEyeFilms Filmproduction GmbH will exchange the product with a same priced product upon agreement with the customer.

The same applies if FlyingEyeFilms Filmproduction GmbH refuses repair or replacement, or repair/replacement is not done within an acceptable timeframe, if these methods of remediation would lead to considerable inconvenience for the customer, or if they are unacceptable for FlyingEyeFilms Filmproduction GmbH because of comprehensible reasons.

8.3 The customer has to apply for warranty concerning immovable objects at a court within 6 months. This regulation does not apply to customer deals according to the Austrian Konsumentenschutzgesetz (consumer protection law).

8.4 Accessories and spare/wear products (for example rechargeable batteries and cover lids etc...), as well as repairs conducted by an unauthorized third party, are not included in the warranty. If the purchased product is brought in contact with other machines and or programs, then the only rights to repair or exchange are applied if the product malfunctions without a connection to these machines and programs.

8.5 Additional warranties may be purchased after initial warranties expire. In case of such a guarantee, FlyingEyeFilms Filmproduction GmbH declares that guarantee does not limit the warranty rights of the customer.

8.6 In case of a movable second hand product being either delivered or sold by FlyingEyeFilms Filmproduction GmbH, the customer is liable to declare their legal right to that product within a one year time period for the warranty to be applied.

9. Distant Commercial Transaction

9.1 Distant commercial transaction is a form of long distance communication, a contract either through post, advertisements, telephone, fax or online shops.

9.2 A contract of this nature is only official when FlyingEyeFilms Filmproduction GmbH has confirmed it as a written form document, including the products name and description, its abilities, the price and the delivery costs.

9.3 When a consumer has a contract through a distant commercial transaction, they may withdraw that transaction within in 7 days (Saturdays not included). If FlyingEyeFilms Filmproduction GmbH did not fulfil their duty to provide the information in 9.2 than that consumer has a time limit of 3 months.

9.4 When a distant commercial transaction has occurred, the customer is not eligible to use the right to withdraw over goods created specifically for that client, for audio and video recordings or software unsealed by the customer. Furthermore services

rendered within the seven working day period, from contract conclusion, newspapers and magazines, with exception of contracts concerning periodically printed materials.

Furthermore all contracts, which are listed in §5b KSchG are excepted.

9.5 Otherwise all details apply to the consumer protection law.

10. Contract Cancellation

10.1 By default of unavoidable damage, such as financial bankruptcy or financial ruin of FlyingEyeFilms Filmproduction GmbH, (if informed) may release the customer from the contract if so agreed upon.

10.2 In the case of customer payment refusal, FlyingEyeFilms Filmproduction GmbH is not liable for services and deliveries to that client.

10.3 FlyingEyeFilms Filmproduction GmbH may choose to hold a customer avoiding payment without an explanation accountable.

10.4 Number 10 does not apply to distant commercial transaction.

11. Compensation

11.1 The customer has no claim to compensation. The reimbursement of additional legal fees due to lack of payment will be employed.

This doesn't apply to customers in case of bankruptcy of FlyingEyeFilms Filmproduction GmbH, as well debts that are legally related or have been assessed or acknowledged by a court. In these cases, the customer can apply for set-off.

12. Force Majeure

12.1 Unexpected delays within the delivery or services of FlyingEyeFilms Filmproduction GmbH such as environmental and traffic interferences or any form of force majeure affect the legal right of the customer to dispute (until the duration of these factors has ended).

13. Privacy and Address changes

13.1 When the customer receives contract confirmation from FlyingEyeFilms Filmproduction GmbH, all personal information will be Saved and Automated supported for further processing.

13.2 The customer is required to report to FlyingEyeFilms Filmproduction GmbH any changes in address or contact information for the duration of that contract to withhold this information concludes in a breach of contract.

14. Jurisdiction and Execution of Law

14.1 Austria practises substantive law. The use of UN Sales rights do not apply. All contracts are under Austrian jurisdiction.

14.2 Austrian jurisdiction, law and order apply to all customers who work, live or reside in Austria during the course of an active contracted agreement of sales.

14.3 Voided, secluded areas of terms and agreements (upon agreement) do not affect the validity of all terms and agreements.

Attention:

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