

SKYCIRCUITS - TERMS AND CONDITIONS OF SALE

1. Definitions

- 1.1. "Company" shall mean SkyCircuits Ltd its successors and assigns or any person acting on behalf of and with the authority of SkyCircuits Ltd. The Company's trading address is 9 The Old Barns, Manor Farm, Chilmark, Salisbury SP3 5AF and can be contacted by phone +44 (0) 23 8098 7475 or via e-mail info@skycircuits.com.
- 1.2. The Company's company is registered in England and Wales number 06705431 and is registered for VAT number GB102828635.
- 1.3. "Client" shall mean the person or entity described as such on the invoices, application for credit, quotation, work authorisation or any other forms to which these terms and conditions apply, and shall include any person acting on behalf of and with the authority of such person or entity.
- 1.4. "Goods" shall mean Goods supplied by the Company to the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by the Company to the Client. Such Goods include autopilot avionics and ground control software for unmanned aircraft.
- 1.5. "Services" shall mean all services supplied by the Company to the Client and includes any consultancy, advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- 1.6. "Price" shall mean the cost of the Goods as agreed between the Company and the Client subject to clause 4 of this contract.

2. Application of these terms and conditions to consumers

- 2.1. Where the Client buys Goods as a consumer these terms and conditions (in particular clauses relating to Risk, Disclaimer, Defects, Returns, Warranties and Limitation of Liability) shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer's statutory rights.

3. Acceptance

- 3.1. Any instructions received by the Company from the Client for the supply of Goods and/or the Client's acceptance of Goods supplied by the Company shall constitute acceptance of the terms and conditions contained herein.
- 3.2. Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- 3.3. Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be amended with the written consent of the Company.
- 3.4. The Client undertakes to give the Company at least fourteen (14) days notice of any change in the Client's name, address and/or any other change in the Client's details.

4. Price And Payment

- 4.1. At the Company's sole discretion the Price shall be either:
 - (a) as indicated on invoices (usually sent with a Purchase Order reference number) provided by the Company to the Client in respect of Goods supplied; or
 - (b) the Company's quoted Price (subject to clause 4.2) which shall be binding upon the Company provided that the Client shall accept the Company's quotation in writing within thirty (30) days.
- 4.2. Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due fifteen (15) days following the date of the invoice.
- 4.3. Payment will be made by credit card, or by direct credit, or by online banking or by BACS or by any other method as agreed to between the Client and the Company.
- 4.4. VAT and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

5. Delivery of Goods

- 5.1. Delivery of the Goods shall take place when the Client takes possession of the Goods at the Client's address or other address nominated by the Client (in the event that the Goods are delivered by the Company or the Company's nominated carrier).
- 5.2. At the Company's sole discretion the costs of delivery are:
 - (a) included in the Price; or
 - (b) in addition to the Price.
- 5.3. The Client shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then the Company shall be entitled to charge a reasonable fee for redelivery.
- 5.4. The failure of the Company to deliver shall not entitle either party to treat this contract as repudiated.
- 5.5. The Company shall not be liable for any loss or damage whatever due to failure by the Company to deliver the Goods (or any of them) promptly or at all.

6. Client Responsibility

- 6.1. Client agrees to be responsible for the safe and legal operation of the Goods that are incorporated into the Client's flight system or aircraft.
- 6.2. The Client is responsible for the airworthiness of the overall flight system and also for abiding with the operational constraints imposed by the authority or authorities responsible for the safe operation of aircraft.
- 6.3. Specifically, the Client agrees to comply with all local laws, by-laws and safety regulations governing the operation of aircraft by remote means.
- 6.4. The Client acknowledges that a valid and relevant insurance certificate should be established in the Client's name to cover accidental damage to property and injury to persons in case of an accident whilst operating the flight system.
- 6.5. If the Client resells the Goods to third parties either as a standalone product or incorporated into another product including, but not limited to, an unmanned aircraft, the Client agrees to incorporate the Company's full operating and safety instructions within the packaging for either the Goods or the manufactured product of which the Goods form a part.
- 6.6. In the case of clause 6.5. The Client agrees to indemnify the Company against any liability for costs or damages or financial penalties arising from claims made by the Client's customers in the Client's sale of the Goods in whatever form to third parties.

- 6.7. The Client shall ensure that it complies with any national or international regulations governing the import and export of the Company's Goods including technology, documentation or supplied item(s).

7. Risk

- 7.1. Irrespective of whether title to the Goods remains vested in the Company, all risk for the Goods passes to the Client on delivery.
- 7.2. If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Company is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Company is sufficient evidence of the Company's rights to receive the insurance proceeds without the need for any person dealing with the Company to make further enquiries.

8. Title

- 8.1. It is the intention of the Company and agreed by the Client that ownership of the Goods shall not pass until:
 - (a) the Client has paid all amounts owing for the particular Goods; and
 - (b) the Client has met all other obligations due by the Client to the Company in respect of all contracts between the Company and the Client.
- 8.2. Receipt by the Company of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Company's ownership or rights in respect of the Goods shall continue.
- 8.3. It is further agreed that:
 - (a) where practicable the Goods shall be kept separate and identifiable until the Company shall have received payment and all other obligations of the Client are met; and
 - (b) until such time as ownership of the Goods shall pass from the Company to the Client the Company may give notice in writing to the Client to return the Goods or any of them to the Company. Upon such notice the rights of the Client to obtain ownership or any other interest in the Goods shall cease; and
 - (c) the Company shall have the right of stopping the Goods in transit whether or not delivery has been made; and
 - (d) if the Client fails to return the Goods to the Company then the Company or the Company's agent may enter upon and into land and premises owned, occupied or used by the Client, or any premises as the invitee of the Client, where the Goods are situated and take possession of the Goods; and
 - (e) the Client is only a bailee of the Goods and until such time as the Company has received payment in full for the Goods then the Client shall hold any proceeds from the sale or disposal of the Goods on trust for the Company; and
 - (f) the Client shall not deal with the money of the Company in any way which may be adverse to the Company; and
 - (g) the Client shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Company; and
 - (h) the Company can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Client; and
 - (i) until such time that ownership in the Goods passes to the Client, if the Goods are converted into other products, the parties agree that the Company will be the owner of the end products.

9. Defects

- 9.1. The Client shall inspect the Goods on delivery and shall within twenty one (21) days notify the Company of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford the Company an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Company has agreed in writing that the Client is entitled to reject, the Company's liability is limited to either (at the Company's discretion) replacing the Goods or repairing the Goods.
- 9.2. No Goods shall be accepted for return except in accordance with 9.1 above.

10. Returns

- 10.1. Returns will only be accepted provided that:
 - (a) the Client has complied with the provisions of clause 9.1; and
 - (b) the Company has agreed in writing to accept the return of the Goods; and
 - (c) the Goods are returned at the Client's cost within twenty one (21) days of the delivery date; and
 - (d) the Company will not be liable for Goods which have not been stored or used in a proper manner; and
 - (e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- 10.2. The Company will not accept the return of non-defective Goods for credit unless the Client is regarded as a consumer, in which case the statutory 7-day cooling off period applies under The Consumer Protection (Distance Selling) Regulations 2000.

11. Warranty

- 11.1. Subject to the conditions of warranty set out in Clause 11.2 the Company warrants that if any defect in any workmanship of the Company becomes apparent and is reported to the Company within twelve (12) months of the date of delivery (time being of the essence) then the Company will either (at the Company's sole discretion) repair the defect or remedy the workmanship.
- 11.2. The conditions applicable to the warranty given by Clause 11.1 are:
 - (a) The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) Failure on the part of the Client to properly maintain any Goods; or

- (ii) Failure on the part of the Client to follow any instructions or guidelines provided by the Company; or
 - (iii) Failure on the part of the Client to correctly install the Goods within the aircraft; or
 - (iv) Failure on the part of the Client to operate the ground control software and controller correctly which actions may or may not result in an aircraft crash; or
 - (v) The continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator; or
 - (vi) Fair wear and tear, any accident or act of God.
- (b) The warranty shall cease and the Company shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled by a third party without the Company's consent.
- (c) In respect of all claims the Company shall not be liable to compensate the Client for any delay in either replacing or repairing the workmanship/Goods or in properly assessing the Client's claim.
- 11.3. To the extent permitted by statute, no warranty is given by the Company as to the quality or suitability of the Goods for any purpose and any implied warranty is expressly excluded. The Company shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.
12. **Sale of Goods Act 1979 and Supply of Goods and Services Act 1982**
- 12.1. This agreement is subject to the provisions of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 (or any replacement or re-enactment thereof such as the Sale and Supply of Goods to Consumers Regulations 2002 ("SGCR")) in all cases except where the Client is contracting within the terms of a trade/business (which cases are specifically excluded).
- 12.2. Notwithstanding clause 12.1 nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Sale of Goods Act 1979 and the Sale and Supply of Goods to Consumers Regulations 2002 or any laws or legislation governing the rights of consumers, except to the extent permitted by those Acts, laws or legislation.
13. **Intellectual Property**
- 13.1. The Company has designed, drawn and created all aspects of the finished Goods. As such the copyright and the intellectual property rights to the Goods including components, hardware and software shall remain vested in the Company, and shall only be used by the Client at the Company's discretion.
- 13.2. The Client is at liberty to make suggestions or offer ideas (Content) either verbally or in writing for the purpose of customising or enhancing the Goods or the functionality of the Goods. Any such content proffered by the Client, although owned by the Client, is subject to a royalty-free, perpetual, non-exclusive, unrestricted, world-wide licence allowing the Company to use, distribute, copy, sub-license, adapt, transmit or incorporate such Content into the Goods, now or in the future. The Client irrevocably and unconditionally waives in perpetuity the benefit of any provision of law known as moral rights of authors of such Content unless agreed in writing at the Company's sole discretion.
- 13.3. The Client warrants that all designs or instructions to the Company will not cause the Company to infringe any patent, registered design or trademark in the execution of the Client's order.
14. **Default & Consequences of Default**
- 14.1. Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.
- 14.2. The Company may charge interest on overdue invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 14.3. If the Client defaults in payment of any invoice when due, the Client shall indemnify the Company from and against all costs and disbursements incurred by the Company in pursuing the debt including legal costs on a solicitor and own client basis and the Company's collection agency costs.
- 14.4. Without prejudice to any other remedies the Company may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Goods to the Client and any of its other obligations under the terms and conditions. The Company will not be liable to the Client for any loss or damage the Client suffers because the Company exercised its rights under this clause.
- 14.5. If any account remains overdue after thirty (30) days then an amount of £20.00 shall be levied as an administration fee and shall be levied for each month that the account remains overdue, which sums shall become immediately due and payable.
- 14.6. Without prejudice to the Company's other remedies at law the Company shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to the Company shall, whether or not due for payment, become immediately payable in the event that:
- (a) any money payable to the Company becomes overdue, or in the Company's opinion the Client will be unable to meet its payments as they fall due; or
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
15. **Cancellation**
- 15.1. The Company may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. On giving such notice the Company shall repay to the Client any sums paid in respect of the Price. The Company shall not be liable for any loss or damage whatever arising from such cancellation.

- 15.2. In the event that the Client cancels delivery of Goods the Client shall be liable for any loss incurred by the Company (including, but not limited to, any loss of profits) up to the time of cancellation.
16. **General Data Protection Regulations 2018**
- 16.1. All Client records classified as personal are held by the Company in line with the EU General Data Protection Regulations 2018 and will not be shared with third parties unless there is a legal basis for doing so.
- 16.2. The Client shall have the right to request the Company for a copy of the information about the Client retained by the Company and the right to request the Company to correct any incorrect information about the Client held by the Company.
- 16.3. A copy of the Company's Privacy Notice can be requested from Callen-Lenz (parent company) via email sent to dataprotection@callenlenz.com
17. **Limitation of Liability**
- 17.1. The Company shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit or goodwill) suffered by the Client or any third party arising out of a breach by the Company of these terms and conditions.
- 17.2. In the event of any breach of this contract by the Company the remedies of the Client shall be limited to damages and the Company's liability (if any) whether in contract, tort or otherwise in respect of any defect in the Goods, or for any breach of these terms and conditions, or of any duty owed to the Client in connection with them shall be limited to the amount of the Price.
- 17.3. The avionics and ground control software comprising the Goods will be under the control of the Client or the Client's operator. Accordingly, the Company accepts no liability for any damages or losses arising from either the Client's use of the Goods or use of the Goods by the Client's operator.
- 17.4. For the avoidance of doubt, nothing in these terms and conditions shall exclude or restrict the Company's liability to any person for death or personal injury to that person resulting from the Company's negligence.
18. **Unpaid Seller's Rights**
- 18.1. Where the Client has left any item with the Company for repair, modification, exchange or for the Company to perform any other Service in relation to the item and the Company has not received or been tendered the whole of the Price, or the payment has been dishonoured, the Company shall have:
- (a) a lien on the item;
 - (b) the right to retain the item for the Price while the Company is in possession of the item;
 - (c) a right to sell the item.
- 18.2. The lien of the Company shall continue despite the commencement of proceedings, or judgement for the Price having been obtained.
19. **Client's Disclaimer**
- 19.1. The Client hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to the Client by the Company and the Client acknowledges that the Goods are bought relying solely upon the Client's skill and judgment.
20. **General**
- 20.1. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 20.2. These terms and conditions and any contract to which they apply shall be governed by the laws of England and Wales and are subject to the jurisdiction of the courts of Winchester.
- 20.3. The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by the Company.
- 20.4. The Company may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 20.5. The Company reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Company notifies the Client of such change. Except where the Company supplies further Goods to the Client and the Client accepts such Goods, the Client shall be under no obligation to accept such changes.
- 20.6. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either part.

SkyCircuits Ltd
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