

## SALES TERMS VALID ON 14/02/2018

### Preamble

The specific conditions of the framework agreements which ALTAMETRIS signed with its clients and partners, excluding the Memoranda of Understanding (MOU) and Confidentiality Agreements, prevail on this Sales Terms. In the absence of framework agreements, our Sales Terms described thereafter are systematically applicable.

### Effective date and length of the contract

The contract takes effect on the date of signature of the offer by the Client. It is concluded for the length of the Service defined in the technical offer and the payment of the last payment deadline, defined in the commercial offer.

### Firm Commitment

The Client will notify his Engagement, thus his will, followed by the carrying out of a Service by ALTAMETRIS, either by signature with the mention « Good for Agreement » on a quote issued by ALTAMETRIS, or by the issuing of a Purchase Order. All Engagement of the Client is firm and non-cancellable, except for Force Majeur.

### Ressources

ALTAMETRIS carries out the Services with its usual tooling used for its own needs – this tooling remains the property of ALTAMETRIS.

ALTAMETRIS will implement a device deemed necessary and appropriate for the carrying out of the Service to issue the deliverables in accordance with the quote, the regulation in force and to achieve the price, time and quality objectives as agreed in the quote.

ALTAMETRIS will carry out its Services in the constant concern for safety.

ALTAMETRIS may, to answer any load plan issues or to call on competencies, services, products, systems or means it does not have internally, to call on external service providers. ALTAMETRIS will ensure, if necessary, that the service provider carries out its Service with the same concern for quality as ALTAMETRIS itself.

### Planning & Delivery

The Planning under which the Service will be carried out and the Deliverables made available by ALTAMETRIS to its Client will be confirmed after receipt of its Firm Commitment.

### Security and Climate Risks

ALTAMETRIS will make every effort to carry out the Service in the best of security conditions and in accordance with the regulation in force. ALTAMETRIS commits to respect the laws in force for its activity area as well as, where applicable, the Clients' specific regulation.

ALTAMETRIS will make every effort to obtain the regulatory authorizations in the best time frames and the Client understands that obtaining certain authorizations depend on the arbitration of independent authorities.

The Service will only be carried out provided that all the authorizations requested have been granted within the time frames allotted to ALTAMETRIS.

The Client understands the risks of weather hazard and its potential impact on the safety of personnel and equipment.

When appropriate, before the start of the Service, ALTAMETRIS will inform the Client of the expected weather conditions.

On the day of the mission, the telepilot will be the sole competent to determine whether the climatic conditions allow a flight or not.

If the climatic conditions should degrade unpredictably on the day mission or if the regulatory flight authorizations should not be issued in time for reasons beyond its control, ALTAMETRIS reserves the right to charge the Client all or part of the costs incurred; and/or propose a new mission date to the Client.

### Selling price

The price is labelled in Euros (€) excluding taxes in the offer. Down payments and balance paid to ALTAMETRIS as compensation for this contract are reviewable based on the Engineering Index in the Public Works Monitor.

The prices are valid for the duration of validity expressed in the Quotation proposed to the Client by ALTAMETRIS.

ALTAMETRIS may adjust its prices freely outside of the validity period of a Quotation.

For Contracts or Services whose duration of effectiveness exceeds the 31st of December of the year of congratulation or commitment, ALTAMETRIS reserves the right to update the prices of its Services on January 1st of the following year.

### Financial provisions:

For offers under 20 000,00€ excluding taxes, the invoice will be issued at the end of the mission.

For offers which amounts are greater or equivalent to 20 000,00€ excluding taxes, a first invoice of 50% of the total amount will be emitted upon receipt of the order. The amount to be paid will be invoiced at the term of the end of the mission.

The payment of advance invoice is due on receipt.

The payment of other invoices must intervene within a 30-day deadline from the issuing date.

No discount conditions are granted.

The payment failure of an invoice at the deadline will train at our will, without warning, the calculation and billing of late penalties at the BCE + 10 points rate, without this rate being inferior to 3 times the legal interest rate.

# ALTAMETRIS

In addition to late penalties, a lump sum of 40€ for collection costs is due, in accordance with the L441-6 article of the Chamber of Commerce.

The payment failure of an invoice at the deadline will train at our will, without warning, the suspension of the delivery, the termination of the contracts and orders, and releases us from any commitment.

The payment failure of an invoice at the deadline, all stay requests or events proving the Client's insolvency, will train the forfeiture of the term granted for all deliveries, any Services conducted or in process, making the payment immediately due and gives us the right to terminate the contract without any formalities other than a registered letter, and without any compensations due to our Client.

## **Cancellation**

The Client cannot unilaterally cancel his commitment. Any request for cancellation is subject to the express acceptance of ALTAMETRIS. Without express acceptance of a cancellation request confirming the cancellation of the Engagement or Purchase Order, the Engagement or Order remains valid, including the obligation for the Client to pay the Service for which ALTAMETRIS has been engaged in the first place.

If the Client wishes to cancel all or part of the Service after the Engagement, ALTAMETRIS reserves the right to proceed to the invoicing of all or part of the costs incurred; on the other hand, the billing of the Service in its entirety.

At its convenience and/or to avoid the possibility of a default of payment for example, ALTAMETRIS may, eight (8) calendar days after unsuccessful formal notice by registered letter, automatically terminate the order, by registered letter, without any compensation to the Client and without any prejudice to the requests for compensation that ALTAMETRIS may make against the said Client, in the event that the Client fails to fulfill one of its obligations under the Order and does not remedy its failure after formal notice.

## **Service modifications**

Any change in the nature, scope or conditions of realization of a Service by ALTAMETRIS will automatically lead to the issue of the information to the Client.

## **Mutual obligations**

Each of the Parties will share to the other, all necessary information to the smooth conducting of the Service. Each of the Parties must commit to informing the other, as soon it can, of all events likely to affect the consistency or planning of the Service.

Exchanged documents between Parties are written in French.

Documents provided by ALTAMETRIS are established to the usual format it uses for itself.

All documentation or information necessary for the conducting of the Service is provided freely by the Client.

## **Confidentiality**

The Parties commit to taking any appropriate provisions to retain the confidential character of all events, information, documents resulting or communicated during the execution contract.

The Parties will inform the other of the confidential nature of the information resulting or communicated during the execution of the contract.

The Client is bound to the confidentiality of all information transmitted to him by us, by any means whatsoever by vision, oral and/or written, or which are incorporated in the documents given to the Client.

The Client must not make this information accessible to all third parties without the prior written consent of ALTAMETRIS. The duty of confidentiality remains in effect even after the end of relations between parties.

Any reference to our business relations, especially for commercial or advertising purposes, require the prior express consent of ALTAMETRIS.

The Client makes sure of the respect, by his agents and affiliates, of the obligations mentioned in the present Terms of Sales.

## **Intellectual property**

ALTAMETRIS retains the intellectual property of all deliverables provided under the Service.

ALTAMETRIS concedes a right of use and reproduction of the deliverables to the Client within the needs' limits defined in the contract. Subject to the approval of ALTAMETRIS, the Client is authorized in communicating the whole or part of the deliverables to third parties in the sole case of the needs defined in the contract. Third parties receiving the deliverables must commit to assure the confidentiality of such deliverables in identical conditions to the Client's (see Confidentiality above). It is prohibited, unless agreed by ALTAMETRIS, to provide them to other third parties.

Subject to ALTAMETRIS's approval, the Client is not authorized to modify or adapt, the whole or part of the deliverables provided during the service.

## **Responsibility**

The Client is the sole responsible for the use of the results of the Service and the documents delivered should this use outboud the frame of the contract. The contractors take responsibility for all consequences of defaults or omissions of their members or staff and commit to not pursuing any actions against their respective staff.

The Client agrees to use the Services only for civil purposes, as understood by ALTAMETRIS and in compliance with the law and regulations in force in the country where it is located.

Apart from express exception, ALTAMETRIS' Services are carried out for civil purposes.

The Client agrees to guarantee and indemnify ALTAMETRIS for all claims, liabilities, damages and losses relating to the goods, costs and charges (including legal fees) resulting from the violation of the law, the regulation in force, any User Manual, Rules, Standard or Notice that it receives and applying to any Services, including the handling and control of aircraft, robots or their components and batteries.

The contractual relationship between ALTAMETRIS and its Client does not allow him to claim any validation of his opinion, expertise or conclusions following the analysis of the Services

or Deliverables made available, within the framework of its profession activity, expertise or inspection.

## **Responsibility limits of ALTAMETRIS**

ALTAMETRIS answers its mistakes, errors, omissions or inexecutions which caused damage to the Client.

It is expressly agreed between the parties that our liability for any direct damages related to the execution of the orders we accepted will be limited to a maximum of 20% of the amount of the product or the Service ordered. The Parties exclude any liability for costs that may arise from any operations made necessary by any defect in the Product or Services of ALTAMETRIS.

We also exclude all liability for any consequential damages that may be suffered by the Client, including, but not limited to, loss of profit, turnover, data or use thereof.

To the extent that our liability for damages is excluded or limited, such exclusion or limitation also extends to the individual liability of our employees and agents.

The responsibility of ALTAMETRIS cannot be engaged if the Client has not provided all the data necessary to carry out the Services and mentioned as such in the technical offer.

## **Force majeure**

ALTAMETRIS' or its Client's responsibility is cleared if it is impossible for one them to execute part or all obligations if events or incidents independent to their will or control occur, like defined in the jurisprudence.

The Party which invokes a Force Majeure must notify the other by a registered letter with acknowledgement of receipt.

After 30 days of interruption in the event of a Force Majeure, each Party may choose to terminate the contract by a registered letter with acknowledgement of receipt sent to the other Party. In all cases, conducted Service days, costs engaged, and documents delivered are due to ALTAMETRIS.

## **Applicable law and litigation**

The applicable law to the contract is the French Law.

If there are no prior amicable agreement between the Parties for disputes regarding the interpretation, execution or termination of the contract, the competency is attributed to the Commercial Court of Paris.

## **Final provisions**

ALTAMETRIS does not use any of the provisions present in the Sales Terms for its own gains and it cannot be interpreted that ALTAMETRIS renounces if she uses one of them later.

If one of the provisions of the Sales Terms should be declared null or without any effect, it would be deemed not written, without it affecting the validity of the other provisions, unless the provision declared null or without effect was essential and determining

\* End of Clauses and Terms of Sales. \*

Valid without reserves from 14/02/2018