

General Purchasing Terms and Conditions

AQUADRONE B.V. · VERSION 1.0 · OCTOBER 2026

These terms apply to all purchases of goods and services by Aquadrone B.V.

Article 1 – Definitions

In these terms the following definitions apply:

- **Aquadrone:** Aquadrone B.V., with its registered office in Alphen aan den Rijn, the Netherlands, Chamber of Commerce number 42151850.
- **Supplier:** the party that supplies Goods or performs Services for Aquadrone, or negotiates with Aquadrone about doing so.
- **Order:** the written purchase order from Aquadrone to the Supplier.
- **Agreement:** any agreement between Aquadrone and the Supplier for the supply of Goods and/or Services, including the Order, amendments and additions.
- **Goods:** all items to be supplied by the Supplier, including components, materials, equipment, software, firmware and the accompanying documentation.
- **Services:** all work to be performed by the Supplier, including engineering, contract manufacturing, processing, assembly, maintenance, advice and software development.
- **Specifications:** the drawings, models, requirements, standards and descriptions provided or approved by Aquadrone and, failing these, the Supplier's published specifications.
- **In Writing:** by letter or email, or through a digital purchasing system designated by Aquadrone.

Article 2 – Applicability

2.1 These terms apply to all requests, Orders and Agreements in which Aquadrone acts as buyer or client.

2.2 Aquadrone expressly rejects any general terms and conditions of the Supplier, whatever they are called. This also applies if the Supplier refers to them on a quotation, order confirmation, packing slip or invoice.

2.3 Deviations apply only if Aquadrone has accepted them In Writing, and only to the Agreement concerned.

2.4 In the event of conflict, the following order of precedence applies: (a) an agreement signed by both parties, (b) the Order, (c) the Specifications, (d) these terms.

2.5 If a provision is void or voidable, the remaining provisions stay in force. The parties will replace the provision with a valid one that comes as close as possible to its intent.

Article 3 – Formation and changes

3.1 A request from Aquadrone does not bind it. A quotation from the Supplier is irrevocable for at least 60 days and is free of charge.

3.2 An Agreement is formed only by a written Order from Aquadrone. Oral commitments by employees do not bind Aquadrone.

3.3 The Supplier confirms the Order In Writing within 5 working days. If no confirmation is given, or if the Supplier starts performance, the Order is deemed accepted unchanged.

3.4 Aquadrone may withdraw the Order free of charge as long as the Supplier has not confirmed it.

3.5 Aquadrone may require changes to scope, Specifications or schedule. The Supplier reports the consequences for price and delivery time In Writing within 5 working days. The change takes effect only after Aquadrone's written approval.

3.6 Additional work is paid for only if Aquadrone has ordered it In Writing in advance.

Article 4 – Prices, invoicing and payment

4.1 Prices are fixed, in euros and exclusive of VAT. They include all costs, including packaging, transport, insurance, import and export duties, documentation, inspections and licences.

4.2 Price increases after the Order are possible only with Aquadrone's prior written approval.

4.3 The Supplier invoices after delivery, electronically, to the invoice address stated in the Order. Every invoice states Aquadrone's order number, the item numbers, quantities, prices and the VAT number of both parties. Aquadrone may return invoices that do not meet these requirements. In that case the payment term does not start.

4.4 Aquadrone pays within 30 days of receipt of a correct invoice, or of acceptance of the Goods or Services if that is later.

4.5 Payment does not constitute acceptance or a waiver of any right.

4.6 Aquadrone may suspend its payment obligation if the Supplier fails to perform, and may set off amounts against claims on the Supplier.

4.7 In the case of advance payment Aquadrone may require a bank guarantee or other security. Ownership of the Goods and materials concerned then passes to Aquadrone at the moment of advance payment, in proportion to the amount paid, or, if they do not yet exist, as soon as they are made. From that moment the Supplier holds them for Aquadrone and keeps them separate and marked as Aquadrone's property.

4.8 Aquadrone does not process invoices that it receives more than six months after delivery.

Article 5 – Delivery and delivery time

5.1 Delivery takes place DAP (Incoterms 2020) at the delivery address stated in the Order. If the Goods come from outside the European Union, DDP (Incoterms 2020) applies.

5.2 The agreed delivery time is a strict deadline. If it is exceeded, the Supplier is in default without notice of default.

5.3 The Supplier reports an impending delay immediately in Writing, stating the cause, the expected duration and the measures it is taking. The report does not affect Aquadrone's rights.

5.4 In the event of late delivery the Supplier owes an immediately payable penalty of 1% of the order value for each week of delay or part of a week, with a maximum of 10%. The penalty does not affect the right to performance, termination and full compensation.

5.5 Partial deliveries, early deliveries and over- or under-deliveries are permitted only with Aquadrone's written consent.

5.6 If Aquadrone is temporarily unable to take receipt of the Goods, the Supplier stores them for up to 30 days free of charge, properly and identifiably for Aquadrone.

Article 6 – Packaging, transport and documentation

6.1 The Supplier packs the Goods properly, in as environmentally friendly a manner as possible and in accordance with the applicable rules, including the rules for dangerous goods and lithium batteries.

6.2 Every shipment contains a packing slip with the order number, the item numbers, quantities and, where applicable, serial or batch numbers.

6.3 The Supplier provides, free of charge and no later than on delivery, all documentation required for use, integration, maintenance and resale. This includes in any event:

- datasheets, drawings, interface descriptions and manuals in Dutch or English;
- declarations of conformity (such as CE or UKCA) and the underlying certificates;
- a certificate of conformance and, if the Order requires it, material certificates and test reports;
- safety data sheets and transport documents for dangerous goods and batteries;
- the information referred to in Article 13.1.

6.4 Without the required documentation the delivery is not complete.

6.5 On request the Supplier takes back packaging material free of charge.

Article 7 – Ownership, risk and Aquadrone's property

7.1 Ownership of the Goods passes to Aquadrone on delivery, or earlier on advance payment in accordance with Article 4.7. The Supplier warrants that the Goods are free of third-party rights, including retention of title by its suppliers. Its own retention of title does not apply.

7.2 The risk passes to Aquadrone on delivery at the delivery address. If the Goods are rejected, the risk reverts to the Supplier from the rejection.

7.3 All items that Aquadrone makes available to the Supplier, or that the Supplier purchases or makes at Aquadrone's expense, remain or become the property of Aquadrone. This applies to materials, components, tools, moulds, models, drawings, print files and software.

7.4 The Supplier stores these items separately and marked identifiably, maintains and insures them at its own expense, and uses them solely for Orders from Aquadrone. It returns them on first request and has no right of retention.

7.5 Items created by processing or combining Aquadrone's items are made by the Supplier for Aquadrone. Aquadrone becomes their owner.

Article 8 – Quality, inspection and acceptance

8.1 The Supplier warrants that the Goods and Services:

- conform to the Order, the Specifications and the approved samples;
- are new, unused and of good quality, and free from defects in design, material and workmanship;
- are fit for the purpose that Aquadrone has communicated or that the Supplier reasonably knows, including use in a maritime environment;
- comply with all applicable laws, regulations and standards, including the rules on product safety, CE marking, REACH, RoHS, batteries and radio equipment;
- are original and come directly from the manufacturer or a distributor authorised by the manufacturer.

8.2 The Supplier does not supply counterfeit or refurbished parts, or used parts offered as new. It keeps the origin of components traceable to the manufacturer and retains those records for at least ten years.

8.3 The Supplier operates an appropriate quality system. After reasonable notice Aquadrone, its customers and competent authorities may inspect the production, the Goods and the quality records, at the Supplier and at its suppliers.

8.4 Aquadrone may inspect the Goods before, during and after delivery. An inspection, or the absence of one, does not release the Supplier from any obligation.

8.5 Aquadrone is not obliged to carry out an incoming inspection. It reports defects within a reasonable period after it has actually discovered them. The Supplier does not invoke late notification.

8.6 In the event of rejection Aquadrone may, at its option, require repair or replacement free of charge, return the Goods at the Supplier's expense and risk against a credit note, or terminate the Agreement in whole or in part. The right to compensation remains.

8.7 Services are accepted only after Aquadrone has approved the result In Writing.

Article 9 – Warranty

9.1 The warranty period is 24 months from acceptance by Aquadrone. If a longer manufacturer's warranty applies, that longer period applies.

9.2 If a defect occurs within the warranty period, the Supplier repairs or replaces the Goods or performs the Services again, at Aquadrone's option, free of charge and within the reasonable period set by Aquadrone.

9.3 All costs related to the defect are for the Supplier. These include the costs of disassembly, transport, investigation, reinstallation, testing and the costs Aquadrone incurs at its own customers.

9.4 If repair is not carried out, or the matter cannot be delayed, Aquadrone may remedy the defect itself or have it remedied by third parties at the Supplier's expense.

9.5 A new warranty period of 24 months starts for repaired and replaced Goods.

9.6 If the same defect occurs in 5% or more of the Goods of the same type from deliveries within a period of 12 months, this is a serial defect. The Supplier then investigates the cause, reports on it and, on request, replaces or repairs all Goods of that type, also outside the warranty period.

9.7 The Supplier immediately reports any defect or safety risk that it discovers itself in Goods already delivered.

9.8 The warranty rights pass to Aquadrone's customers to whom it supplies the Goods.

Article 10 – Changes, continuity and spare parts

10.1 The Supplier does not change the design, materials, firmware, production process, production location or suppliers of critical parts without Aquadrone's written consent. It reports an intended change at least 90 days in advance.

10.2 The Supplier reports the end of production or support of Goods at least 12 months in advance. During that period Aquadrone may place a last-time order at the applicable prices. The Supplier helps to find an equivalent alternative.

10.3 The Supplier keeps spare parts and support available until at least five years after the last delivery, at market prices.

10.4 For Goods developed or made specifically for Aquadrone, the Supplier provides on request, in the event of discontinuation of supply, bankruptcy or force majeure lasting longer than 30

days, all drawings, files and data that Aquadrone needs to make the Goods itself or have them made by third parties.

Article 11 – Intellectual property and software

11.1 All intellectual property rights in Specifications, drawings, models, print files, software and other information of Aquadrone remain with Aquadrone. The Supplier uses these solely for the performance of the Agreement.

11.2 All results that the Supplier develops or makes specifically for Aquadrone, including designs, drawings, software, source code, tools and documentation, belong to Aquadrone. The Supplier transfers the rights in them to Aquadrone in advance and on request signs a deed of transfer. The fee for this is included in the price.

11.3 The Supplier retains the rights in what it had already developed before or independently of the Agreement. To the extent this is incorporated in the Goods or results, Aquadrone receives a non-exclusive, perpetual, worldwide, transferable and sublicensable right to use, maintain and modify it and to sell it as part of its products.

11.4 The Supplier warrants that the Goods and Services do not infringe third-party rights. It indemnifies Aquadrone and its customers against all claims in this respect and compensates all damage and costs. In the event of an infringement it provides, at its own expense, a right of use or an equivalent non-infringing alternative.

11.5 For software and firmware the Supplier provides an overview of all third-party and open-source components with their licences. It uses open-source components that carry an obligation to disclose Aquadrone's own source code only with written consent.

11.6 The Supplier warrants that software and firmware are free from malware, hidden functions, back doors and undocumented communication with external systems. It reports functions for remote access, telemetry and updates In Writing in advance, and these must be capable of being switched off.

11.7 The Supplier reports security vulnerabilities in the Goods immediately after discovery and makes security updates available free of charge for at least five years after delivery.

Article 12 – Confidentiality and security

12.1 The Supplier keeps all information from and about Aquadrone, its products, customers, end users and projects strictly confidential. This also applies to the existence and content of the Agreement.

12.2 The Supplier shares the information only with employees and approved subcontractors who need it, and imposes the same obligations on them.

12.3 The Supplier does not use the name, logo or products of Aquadrone in references, publications, social media or advertising without prior written consent.

12.4 The Supplier protects Aquadrone's information with appropriate technical and organisational measures. It does not store or process it outside the European Economic Area without written consent.

12.5 The Supplier reports loss, theft or unauthorised access to Aquadrone's information within 24 hours of discovery.

12.6 On first request, and in any event at the end of the Agreement, the Supplier returns all information or demonstrably destroys it.

12.7 Confidentiality continues to apply after the end of the Agreement, without limit in time.

12.8 In the event of a breach of this article the Supplier owes an immediately payable penalty of € 25,000 per breach, without prejudice to Aquadrone's right to full compensation.

Article 13 – Export control, origin and sanctions

13.1 No later than with the order confirmation, and thereafter on every change, the Supplier provides for each item:

- the export control classification under the EU rules for dual-use items and the EU Common Military List;
- the classification under US rules (ECCN or ITAR category) and the share of US origin, if applicable;
- the country of origin and the commodity code (HS/CN code);
- any restrictions on use, onward supply or re-export.

13.2 The Supplier supplies Goods that are subject to the US ITAR, or for which the manufacturer imposes an end-user statement or re-export restriction, only after Aquadrone's prior written consent.

13.3 The Supplier itself obtains, at its own expense, the licences required to supply to Aquadrone.

13.4 The Supplier warrants that it, its directors, its ultimate beneficial owners and its suppliers are not on a sanctions list of the European Union, the Netherlands, the United Kingdom, the United States or the United Nations. The Goods do not contain parts or materials originating from Russia, Belarus or any other country or territory subject to an applicable embargo.

13.5 On request the Supplier states the manufacturer and the country of origin of electronics, software, communication and navigation components in the Goods. Aquadrone may refuse components of a particular origin if its customers or the law so require.

13.6 The Supplier indemnifies Aquadrone against all damage, fines and costs resulting from incorrect or incomplete information or a breach of this article.

Article 14 – Compliance and sustainability

14.1 The Supplier complies with all applicable laws and regulations, including the rules on labour, safety, the environment, competition, privacy and anti-corruption.

14.2 The Supplier does not offer Aquadrone's employees gifts, payments or other advantages in order to obtain or retain an Order.

14.3 The Supplier does not use child labour or forced labour and monitors this in its supply chain. It makes efforts to avoid conflict minerals and on request provides information on the origin of tin, tantalum, tungsten and gold.

14.4 If the Supplier processes personal data for Aquadrone, the parties conclude a data processing agreement in advance.

14.5 On request the Supplier provides the information Aquadrone needs to meet its own statutory and contractual obligations, including requirements of government customers.

Article 15 – Liability and insurance

15.1 The Supplier is liable for all damage suffered by Aquadrone, its employees or its customers as a result of a failure by the Supplier, a defect in the Goods or Services, or an unlawful act of the Supplier, its personnel or its subcontractors.

15.2 The Supplier indemnifies Aquadrone against all related third-party claims, including product liability claims, and reimburses the reasonable costs of defence.

15.3 If a defect in the Goods leads to a recall or repair campaign at Aquadrone's customers, the Supplier bears the costs.

15.4 The Supplier insures its business and product liability for at least € 2,500,000 per event, and its professional liability for at least € 1,000,000 per event if it supplies design or advisory work. It demonstrates the cover on request. The insurance does not limit its liability.

15.5 Aquadrone's liability towards the Supplier, on whatever ground, is limited to the price of the Order concerned. Aquadrone is not liable for indirect damage, consequential damage and lost profit. These limitations do not apply in the event of intent or wilful recklessness of Aquadrone's management.

Article 16 – Force majeure

16.1 A party is not obliged to perform as long as it is prevented from doing so by a circumstance that is beyond its control, that it could not foresee and that is not for its account.

16.2 The following do not count as force majeure of the Supplier: staff shortage, illness, strikes in its own business, failure of suppliers or subcontractors, shortage of materials or components, failure of its own systems and liquidity problems.

16.3 The Supplier reports force majeure In Writing within two working days, with evidence, the expected duration and the measures to limit the consequences.

16.4 If the Supplier's force majeure lasts longer than 30 days, or it is certain that it will last longer, Aquadrone may terminate the Agreement in whole or in part free of charge. During the force majeure Aquadrone may purchase elsewhere.

Article 17 – Suspension, termination and cancellation

17.1 Aquadrone may terminate the Agreement in whole or in part with immediate effect, without notice of default and without being liable for compensation, if:

- the Supplier fails to perform an obligation under the Agreement, or fails to do so on time or in full;
- the Supplier applies for suspension of payments, is declared bankrupt, ceases or liquidates its business, or its assets are attached;
- control over the Supplier changes directly or indirectly;
- the Supplier breaches Article 12, 13, 14 or 19;
- a customer of Aquadrone or a government terminates the agreement for which the Order was placed, or a required licence is refused or revoked.

17.2 In addition, Aquadrone may cancel the Agreement In Writing at any time. It then reimburses the demonstrable and reasonable costs incurred for work already performed and commitments that can no longer be cancelled, up to a maximum of the order value. The Supplier limits these costs as far as possible. Lost profit is not reimbursed.

17.3 At the end of the Agreement the Supplier immediately delivers the work in progress for which Aquadrone pays, and all items and information of Aquadrone.

17.4 The Supplier may suspend its obligations or terminate the Agreement only after written notice of default with a period of at least 30 days, and only in the event of a material failure by Aquadrone.

Article 18 – Services, personnel and subcontracting

18.1 The Supplier performs Services with skilled personnel, independently and under its own management and supervision. No employment relationship arises between Aquadrone and the Supplier's personnel.

18.2 The Supplier pays all wage tax, social security contributions and VAT on time, and complies with the rules on employment conditions, identification and the employment of foreign nationals. It indemnifies Aquadrone against claims based on hirer's and chain liability and against additional assessments and fines.

18.3 Aquadrone may require that part of the payment be made to a blocked account (g-rekening), and may on request inspect a current statement of payment history from the Dutch Tax and Customs Administration.

18.4 At the locations of Aquadrone and its customers, the Supplier's personnel comply with the house, safety and access rules. Aquadrone may refuse persons or have them replaced, and may require a certificate of conduct or a screening required by its customer.

18.5 The Supplier provides its own tools, equipment and personal protective equipment, unless agreed otherwise.

18.6 The Supplier does not subcontract performance in whole or in part without Aquadrone's prior written consent. It remains fully responsible for its subcontractors and imposes the obligations of these terms on them.

Article 19 – Quality management, security and government requirements

19.1 The Supplier operates a quality management system that meets ISO 9001 or an equivalent standard. If the Order states so, the system also meets the stated AQAP publication, such as AQAP-2110, or another stated standard. The Supplier provides its certificates on request and immediately reports any suspension, withdrawal or expiry.

19.2 A Supplier that receives Aquadrone's information, or supplies software, firmware or connected equipment, manages information security in line with ISO/IEC 27001 or an equivalent standard, and demonstrates this on request.

19.3 The Supplier does not deliver Goods that deviate from the Order or the Specifications without Aquadrone's prior written concession. It reports immediately In Writing any nonconformity it discovers, before or after delivery, stating the Goods and serial or batch numbers affected. Within the period set by Aquadrone it provides a root cause analysis and its corrective actions.

19.4 If the Order requires it, the Supplier carries out a first article inspection before series delivery and submits the report. Series delivery starts only after Aquadrone's written approval.

19.5 The Supplier uses measuring and test equipment that is calibrated and traceable to national or international standards. Special processes, such as welding, bonding, laminating, coating and soldering, are carried out by qualified personnel under qualified procedures.

19.6 The Supplier identifies the Goods by part number and revision, and delivers the revision stated in the Order.

19.7 The Supplier retains all quality records, including inspection, test and traceability data, for at least ten years after delivery and provides them on request. It does not destroy these records without first offering them to Aquadrone.

19.8 The right of access of Article 8.3 also applies to the Government Quality Assurance Representative designated under NATO STANAG 4107. Government quality assurance does not release the Supplier from any obligation.

19.9 If the Order involves classified information or a security annex, the Supplier complies with the security requirements stated in it, such as the Dutch ABDO or ABRO, and holds the required authorisations before it receives the information. It deploys only personnel with the required screening.

19.10 Requirements of Aquadrone's customers and of governments that Aquadrone includes in the Order form part of the Agreement. The Supplier imposes these requirements, and

the requirements of Articles 8, 10, 12, 13, 14 and 19, on its own suppliers and subcontractors.

19.11 The Supplier ensures that its personnel are aware of their contribution to the conformity and safety of the Goods and of the importance of ethical conduct.

19.12 Aquadrone assesses its suppliers periodically on quality, delivery reliability and compliance. If the performance is insufficient, the Supplier draws up an improvement plan on request and carries it out.

Article 20 – Other provisions

20.1 The Supplier may not transfer or pledge rights and obligations under the Agreement without Aquadrone's prior written consent. This provision has effect under property law (goederenrechtelijke werking).

20.2 Aquadrone may transfer its rights and obligations to a group company or to a legal successor of its business.

20.3 The Agreement does not give the Supplier exclusivity and does not oblige Aquadrone to purchase minimum quantities, unless agreed otherwise In Writing. Aquadrone's forecasts are indicative.

20.4 If Aquadrone does not immediately enforce a right, this does not constitute a waiver of that right.

20.5 Aquadrone may amend these terms. The amended version applies to Orders placed after the amendment has been notified.

20.6 These terms are drawn up in English. In the event of a difference with a translation, the English text prevails.

20.7 Provisions that by their nature are intended to continue after the end of the Agreement remain in force. These are in any event Articles 7, 9 to 13, 15, 19 and 21.

Article 21 – Governing law and disputes

21.1 All requests, Orders and Agreements are governed exclusively by Dutch law. The Vienna Sales Convention (CISG) is excluded.

21.2 Disputes are submitted exclusively to the District Court of The Hague, the Netherlands.

21.3 Aquadrone may also submit a dispute to the competent court in the country where the Supplier is established.

21.4 The Supplier continues to perform its obligations during a dispute, unless Aquadrone determines otherwise In Writing.