



1. Application – 1.1 By confirmation of an Order the Client agrees to the T&C set out below, which are also available on www.dronogenic.com website. 1.2 These T&C apply to any Order (aerial photography, etc.) between the Client and DronoGenic, hereinafter the Contractor, with its registered office at 193/48 boulevard du Souverain in 1160 Auderghem (Belgium), registered with the BCE under number 1018.611.549, email mail@dronogenic.com

2. Quote and Order – 2.1 The extent of the Services is established in the form of Deliverables specified in a Quote with a price offer and any special conditions. 2.2 The Order is validated by the payment of the Deposit and the Quote then acts as the Contract. 2.3 Prices are exclusive of tax and may be adjusted in the event of modifications to the Services or applicable laws. 2.4 Mileage expenses within Belgium will be charged at 0.5€ per kilometer. 2.5 Accommodation, meal and other expenses will be invoiced to the Client in addition on a statement of expenses and, as far as possible, approved in advance. 2.6 It may be necessary to obtain special permissions for the required aerial activities. On such occasions bookings will be subject to an admin fee agreed prior to the shoot. 2.7 If flying abroad, the Contractor may require additional time in order to get permissions to fly. This may result in additional costs that will be invoiced to the Client and, as far as possible, approved in advance.

3. Payment – 3.1 All payments must be made by bank transfer to the Contractor's account IBAN: BE52 7310 6411 0709, BIC: KREDBEBB 3.2 A Deposit of 30% of the total amount, with a minimum of 100 euros, is required to confirm the Order. 3.3 If this is not possible due to time constraints, both the Quote and the T&C must be accepted in writing (email, etc.) to confirm the Order – the Deposit remains due. 3.4 Exceptional expenses may be payable by agreement, in advance. Otherwise, all expenses are to be paid within 14 calendar days of invoice. 3.5 Late payment fees of 5% per week apply to all transactions, unless otherwise agreed.

4. Performance of Services – 4.1 Notwithstanding the cancellation and withdrawal clauses, the Services may be performed upon confirmation of the Order, for which the Client expressly agrees. 4.2 The Client undertakes to make available to the Contractor all documents, information, technical means and personnel necessary for the performance of the Services. 4.3 The Contractor undertakes to perform the Services with professionalism. 4.4 Weather conditions are taken into account for planning. 4.5 A full day is classed as 8 hours working and half days are 4 hours. If a day or half day is booked and the shoot runs over, then 30% of the rate will be charged for every additional hour required. This isn't the case on shoots involving multiple days. 4.6 If the required flights cannot be carried out due to weather changes, the Contractor and the Client will do their best to reschedule them.

5. Cancellation – 5.1 The Client must notify any cancellation in writing (email) to mail@dronogenic.com 5.2 Canceled orders are invoiced in proportion to the services already performed. 5.3 The Deposit remains due and will not be refunded. 5.4 The Contractor may cancel an order in the event of a safety problem or lack of authorization. 5.5 In the event of cancellation by the Contractor, the sums paid may be refunded. No additional compensation may be claimed from the Contractor, regardless of the damage suffered by the Client.

6. Right of withdrawal – 6.1 If the Client is a consumer, he/she has a period of 14 calendar days from the conclusion of the contract to exercise his/her right of withdrawal, without justification or penalty. 6.2 To do this, he/she must notify his/her decision to withdraw to the Contractor within this period, by email or via the withdrawal form available on <https://economie.fgov.be/sites/default/files/Files/Forms/Formulaire-de-retractation.pdf> 6.3 If the Client exercises his/her right of withdrawal while the Services have started, he/she will have to pay a proportional amount for the services already provided.

7. Delivery – 7.1 The Deliverables are delivered by download within 7 calendar days of the Services being rendered, except in cases of force majeure. 7.2 Delivery may only take place if the Customer is up to date with its obligations towards the Service Provider, for whatever reason. 7.3 Deliverables are subject to validation by the Customer within 14 calendar days of the download link being made available. If no comments are received within this period, the Deliverables will be considered approved. 7.4 The Service Provider undertakes to keep the Deliverables for a period of 6 months, and the project rushes for a period of one month from the date of invoice. After this period, the files will be destroyed. 7.5 The Customer may recover the rushes, at his own expense, by written request (e-mail).

8. Intellectual Property – 8.1 The Deliverables are protected by copyright. 8.2 The Contractor grants an exploitation license to the Customer after payment, in accordance with the use stated in the Contract. 8.3 Promotional use of the Deliverables is allowed unless a confidentiality agreement is signed. 8.4 Both parties will avoid any use of the Deliverables detrimental to the other.

9. Confidentiality and GDPR – 9.1 The parties undertake to maintain the confidentiality of the information exchanged. 9.2 At the Client's request, the Contractor will sign a non-disclosure agreement before discussing the details of the project. 9.3 The Contractor collects the personal data necessary for the execution of the Contract and complies with the GDPR.

10. Responsibility – 10.1 The Client insures his equipment and installations against all risks, as well as his civil liability towards third parties. 10.2 The Contractor guarantees his professional civil liability. 10.3 The Contractor's liability is limited to the amount of the Contract. 10.4 The Contractor cannot be held responsible for damage resulting from the use of the Deliverables by the Client. 10.5 Bad weather conditions will not give rise to damages.

11. Disputes and Prevalence – 11.1 After an attempt at amicable settlement, any dispute will be submitted to the courts of Brussels. 11.2 Belgian law is applicable. 11.3 Any special condition mentioned in the Quote/Contract prevails over these T&C.

12. Amendment – 12.1 These T&C are subject to change at any time without prior notification.