

Evolution Flight Pty Ltd ACN 653 271 320 – Conditions of Supply

Our conditions of supply ("Conditions") are set out below. These Conditions govern our relationship with our customers and should be read carefully. By placing an order with Evolution Flight and accepting delivery of the Goods, you agree that these Conditions are incorporated into the Contract and govern our legal relationship.

Any order made by you is not binding on Evolution Flight until accepted by us in writing. Any quotation issued by Evolution Flight is not and will not be construed as an offer capable of acceptance by you. No terms stated by you in making an order will be binding upon Evolution Flight and these Conditions override any such terms. Evolution Flight reserves the right, in its sole discretion, to decline any order or part thereof.

A Contract will only be formed between you and Evolution Flight upon Evolution Flight's acceptance of your order and the issue of a written Contract Schedule by Evolution Flight in respect of the sale and supply of the Goods to you.

These Conditions supersede all terms and conditions of supply previously issued by Evolution Flight.

1 Definitions

In these Conditions:

(a) "Evolution Flight", "we", "us" means Evolution Flight Pty Ltd ACN 653 271 320.

(b) "Buyer" or "you" means any person, body corporate or entity which purchases or orders the Goods from Evolution Flight.

(c) "Conditions" means these terms and conditions for the supply of the Goods by Evolution Flight to the Buyer, as amended or varied in writing by Evolution Flight.

(d) "Contract" means a contract between Evolution Flight and the Buyer for the sale of the Goods including the Contract Schedule and these Conditions.

(e) "Contract Schedule" means the document or correspondence between Evolution Flight and the Buyer confirming details of the Goods, specifications, price, delivery address and date, and all other relevant details with respect to the sale of the Goods by Evolution Flight to the Buyer.

(f) "Goods" means all goods delivered by Evolution Flight to the Buyer or to be delivered by Evolution Flight to the Buyer.

(g) "GST" means goods and services tax as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

2 Governing law & submission to jurisdiction

(a) Subject to clause 28 (United States Supplemental Terms), these Conditions and the Contract will be governed by and interpreted in accordance with the laws of the State of Queensland, Australia.

(b) Each party to the Contract irrevocably agrees that the Courts of Queensland, Australia shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with the Contract, including any question regarding its existence, validity, formation or termination, or in connection with the Goods, including any question regarding their quality or condition. For these purposes, each party irrevocably submits to the jurisdiction of the Queensland courts.

(c) The parties agree that the provisions of the *United Nations Convention on Contracts for the Sale of Goods 1980* do not apply to the Contract.

3 Agreement to buy and sell

(a) In return for payment of the price specified in the Contract Schedule, Evolution Flight sells and the Buyer buys the Goods on the terms of this Contract (including these Conditions).

(b) Unless stated otherwise, the price is exclusive of GST. The Buyer must pay the price, plus the requisite GST, in relation to each order to Evolution Flight on or before the date specified in the Contract Schedule.

4 Delivery of Goods

(a) Evolution Flight must use its best endeavours to and subject to any events beyond its reasonable control including events of force majeure, deliver the Goods to the location specified in the Contract Schedule no later than the date specified for delivery of the Goods in the Contract Schedule. Unless Evolution Flight expressly advises in writing, the price for any Goods does not include the costs of delivery of the Goods and all costs, charges or expenses incurred by Evolution Flight in relation to delivery are payable by the Buyer.

(b) The Buyer must take out and maintain an insurance policy against damage or destruction of the Goods in transit for full replacement value at the Buyer's expense. If requested by the Buyer, Evolution Flight may arrange for such insurance at the Buyer's expense (but is not obliged to do so).

(c) Evolution Flight must ensure each order is safely and securely packed for transportation to the Buyer having regard to:

(i) the fragility of the Goods;

(ii) the distance the Goods are likely to travel; and

(iii) the method of transportation used to transport the Goods.

(d) Evolution Flight will not be liable in any way for any failure or delay in delivery or for any loss or damage resulting directly or indirectly from any failure or delay in delivery of the Goods irrespective of whether such failure or delay is negligent or within Evolution Flight's control or otherwise.

(e) The Buyer is liable for all export or import duties, imposts, taxes or levies imposed by any government agency or authority in respect of the Goods.

5 Risk and title

(a) Risk in the Goods passes to the Buyer upon dispatch of the Goods by Evolution Flight and from that time the Buyer assumes all risk of loss and damage to the Goods including without limitation all loss or damage in the course of unloading the Goods following delivery.

(b) Notwithstanding any other provisions in these Conditions and notwithstanding that the Buyer has possession of the Goods, title to any and all Goods supplied by Evolution Flight will remain with Evolution Flight and no legal or equitable interest or property in the Goods whatsoever will pass to the Buyer until the Buyer has paid the full invoice price for all Goods supplied by Evolution Flight under all invoices.

6 Acknowledgments and undertakings

(a) The Buyer acknowledges and agrees:

(i) the Goods are acquired for business purposes and are not intended to be used for personal or household use;

(ii) the Buyer has made its own inquiries regarding the suitability and fitness for purpose of the Goods and the Buyer has not relied on any representations or warranties except as set out in the Contract Schedule or otherwise provided in writing by Evolution Flight;

(iii) the supply of Goods to the Buyer does not constitute a transfer of any intellectual property rights in the Goods or any part thereof. The Buyer must not do anything inconsistent with or in infringement of such intellectual property rights. Evolution Flight does not warrant that the supply by it and the use by the Buyer of the Goods does not and will not infringe the intellectual property rights of any third party;

(iv) the Buyer is solely responsible for the safe and lawful use of the Goods by the Buyer (including compliance with all laws in force in the place that the Goods are used or intended to be used, including obtaining all relevant regulatory approvals or certifications relating to the Goods or their use); and

(v) failure by the Buyer to read and follow all instructions, warnings, safety directives, manuals and guidelines from time to time provided or issued by Evolution Flight may result in product loss, serious injury or damage to the Goods.

(b) The Buyer undertakes that it will:

(i) comply with all relevant laws and regulatory requirements regarding the use and maintenance of the Goods, including any export control or other similar laws in Australian and any other jurisdiction in which it operates;

(ii) comply with all instructions, warnings, safety directives, manuals and guidelines from time to time provided or issued by Evolution Flight with respect to the use and maintenance of the Goods;

(iii) not in anyway, modify the Goods without Evolution Flight’s prior written consent or use the Goods in any manner other than in accordance with Evolution Flight’s intended or recommended use;

(iv) exercise reasonable care, skill and diligence with respect to the use and maintenance of the Goods;

(v) not use or operate the Goods in any way that may foreseeably result in harm, damage or destruction to property or people; and

(vi) immediately cease use or operation of the Goods if the Buyer believes, or has reason to believe that the Goods, are or may be defective, damaged or in any way unsafe and immediately report the matter to Evolution Flight.

(c) The Buyer hereby agrees to indemnify, and keep indemnified, Evolution Flight against all demands, claims, action, suits, proceedings, litigation, investigations or disputes made or brought by or against Evolution Flight, in any way related or caused (either directly or indirectly) by the Buyer's breach of the above undertakings.

7 Limited warranty and limitation of liability

(a) The Goods are covered by Evolution Flight's Limited Warranty Policy in force at the date of the Contract, which is incorporated into and forms part of the Contract. The Limited Warranty Policy sets out the warranty given by Evolution Flight, the Warranty Period, what is and is not covered, the Buyer's remedies for a valid warranty claim, and the warranty claim, service and return procedures. To the extent of any inconsistency, the Limited Warranty Policy prevails in relation to the warranty and warranty service, and these Conditions prevail in relation to all other matters.

(b) Nothing in these Conditions or the Limited Warranty Policy excludes, restricts or modifies any consumer guarantee, right or remedy of the Buyer under the Australian Consumer Law that cannot be excluded (see clause 11). The limitations in this clause apply to the fullest extent permitted by law and are subject to those non-excludable rights.

(c) Subject to any right or obligation of the Buyer which cannot by law be excluded by agreement, the parties agree, despite any other provision of these Conditions:

(i) Evolution Flight is not liable to the Buyer, its servants, agents or contractors, in contract, in tort (including negligence), under any statute (to the fullest extent permitted by law) or otherwise for, or in respect of, any indirect or consequential loss or damage including without limitation financial loss or expense including loss of opportunity, special damages, incidental damages, punitive damages, indirect or consequential damages, loss of profits or loss of goodwill suffered by the Buyer or any other person arising directly or indirectly out of or in any way attributable to the Goods, or their delivery, or the performance of the Contract for the sale of the Goods upon these Conditions even if that loss or damage was in the contemplation of the parties at the time of entry into the Contract;

(ii) Evolution Flight is not liable to the Buyer, its servants, agents or contractors, in contract, in tort (including negligence), under any statute (to the fullest extent permitted by law) or otherwise for, or in respect of third party claims against the Buyer for damages, loss, damage or disclosure of the Buyer's data, or the loss or destruction of any other material or equipment of the Buyer, its servants, agents or contractors including any payload, accession or similar; and

(iii) the aggregate liability of Evolution Flight in contract, in tort (including negligence), under statute (to the fullest extent permitted by law) or otherwise for, or in respect of, any loss or damage arising directly or indirectly out of or in any way attributable to the Goods, or their delivery, or the performance of the Contract will not exceed the price of the Goods payable to Evolution Flight under the Contract.

8 Dispute Resolution

(a) If a dispute arises out of or relates to this Contract, a party must not commence any court proceedings (except for urgent interlocutory relief) unless it has first issued a written "Notice of Dispute" to the other party.

(b) Within 14 days of the Notice, senior representatives from both Evolution Flight and the Buyer must meet in good faith to attempt to resolve the dispute.

(c) If the dispute is not resolved within 30 days of the Notice, the parties must submit the dispute to mediation administered by the **Australian Commercial Disputes Centre (ACDC)** in Brisbane, Queensland, before having recourse to litigation.

(d) Each party will bear its own costs of mediation, and the parties will share the mediator's fee equally.

9 Data Privacy and Flight Logs

(a) The Buyer acknowledges that providing flight information, logs, and video as required under the Limited Warranty Policy is essential for Evolution Flight to assess Warranty claims.

(b) Evolution Flight will handle all data provided by the Buyer in accordance with the *Privacy Act 1988* (Cth) and will use such data solely for technical analysis, product improvement, and warranty verification.

(c) Evolution Flight must implement appropriate security practices to prevent unauthorized access to or disclosure of the Buyer's flight data.

10 Ethical Sourcing and Compliance

(a) Evolution Flight warrants that it complies with all applicable anti-slavery and human trafficking laws, including the *Modern Slavery Act 2018* (Cth).

(b) While Evolution Flight assists with technical specifications, the Buyer remains solely responsible for obtaining all relevant regulatory approvals or certifications relating to the Goods or their specific use in their jurisdiction.

11 Customer Rights and ACL

(a) Notwithstanding any other provision in these Conditions, if the Buyer is a "consumer" for the purposes of the *Australian Consumer Law*, certain statutory guarantees are implied into this Contract for the benefit of the Buyer which cannot be excluded, restricted, or modified.

(b) To the extent of any inconsistency between these Conditions and the *Australian Consumer Law*, the *Australian Consumer Law* will prevail.

12 Intellectual Property Rights

12.1 No licence for any Intellectual Property Rights owned or controlled by Evolution Flight is granted or implied by this Agreement other than the right for the User to have possession of, and use, the Equipment in accordance with the terms of this Agreement.

13 Use of Confidential Information

13.1 Except as set out in this clause for the period that Confidential Information remains confidential, each party when receiving Confidential Information must:

(a) only use the Confidential Information for the purpose of performing this Agreement;

(b) keep confidential and not further disclose the Confidential Information; and

(c) implement appropriate security practices to prevent any unauthorised copying, use or disclosure of the other party's Confidential Information.

13.2 A party may only disclose Confidential Information to its Personnel for the purpose of performing this Agreement where those Personnel are subject to equivalent (legally binding) obligations to those set out in this Agreement.

13.3 Each party may disclose Confidential Information of the other party if required by law or rules of a securities exchange.

13.4 Each party must promptly notify the other if the party becomes aware of any unauthorised use or disclosure of the other party's Confidential Information.

13.5 At any time a party may request return or destruction of any or all copies of its Confidential Information (unless required by law to be retained). The other party must promptly comply with such request. On receipt of any such request the other party's right to use that Confidential Information ceases.

13.6 The obligations under this clause survive the return or destruction of any Confidential Information and the termination or expiry of this Agreement.

13.7 In this clause, “Confidential Information” means information that is by its nature confidential or is designated by a party or a party knows or ought to know is confidential, but does not include information that is:

(a) publicly available other than as a result of unauthorised disclosure by a party;

(b) independently known by or lawfully in the possession of the receiving party before disclosure; or

(c) independently created by the receiving party without access to the other party's Confidential Information

13.8 The Buyer expressly agrees that Evolution Flight is authorised to identify the Buyer as a customer of Evolution Flight in public and web documentation, when speaking, and during demonstrations for marketing purposes.

14 Payload Waiver

14.1 Subject to clause 7 :

(a) Evolution Flight does not warrant any payloads or attachments to their aircraft. Any payload attached is the sole responsibility of the Buyer. Under no circumstances is Evolution Flight responsible for any payload damages or damage to property caused by Evolution Flight aircraft.

(b) By accepting these terms the Buyer understands that any payload attached to Evolution Flight aircraft is not the responsibility of Evolution Flight. Any potential payload damages caused by Evolution Flight aircraft is at the sole risk of the Buyer.

(c) For the avoidance of doubt, the exclusions and risk allocation in this clause apply even where Evolution Flight has selected, recommended, supplied, or assisted with the mechanical, electrical or software integration of a payload, sensor or accessory. Evolution Flight does not assume responsibility for, and to the fullest extent permitted by law is not liable for, loss of or damage to any payload, sensor or accessory, however arising, subject to any rights of the Buyer that cannot by law be excluded.

15 Batteries and lithium safety

(a) The Buyer acknowledges that lithium-polymer and lithium-ion batteries are hazardous, consumable items that may, if damaged, defective, over-charged, over-discharged, punctured, short-circuited, exposed to heat, water or physical stress, or improperly stored, charged, balanced or transported, vent, ignite or enter thermal runaway.

(b) Batteries and their charging are excluded from the Warranty in clause 7 and, where supplied by Evolution Flight, are supplied on the basis of the original cell or pack manufacturer's warranty only (if any).

(c) The Buyer is solely responsible for the safe selection, charging, discharging, balancing, storage, transport, inspection, retirement and disposal of all batteries in accordance with Evolution Flight's and the battery manufacturer's instructions and all applicable laws, and assumes all risk of loss, damage, injury or fire arising from batteries and their charging.

(d) The Buyer indemnifies, and keeps indemnified, Evolution Flight against all loss, damage, injury, claims and expenses arising directly or indirectly from the Buyer's batteries or their charging, storage, transport, use or disposal.

16 Operator competency, certification and insurance

(a) The Buyer warrants that the Goods will be operated and maintained only by persons who are appropriately trained and competent and who hold all licences, certifications, authorisations and approvals required by law in the place of operation, including, in Australia, any accreditation, remote pilot licence or remotely piloted aircraft operator's certificate required by the Civil Aviation Safety Authority.

(b) The Buyer is responsible for conducting its own airworthiness, pre-flight, and maintenance checks and for operating the Goods within the specifications, limitations, and manuals provided by Evolution Flight.

(c) The Buyer must, at its own expense, take out and maintain public liability and third party insurance covering the operation of the Goods for not less than any amount specified in the Contract Schedule (or, if no amount is specified, a reasonable amount having regard to the nature of the operations). Where commercially available, the Buyer must have Evolution Flight and its related bodies corporate named as additional insureds, and must provide a certificate of currency evidencing that insurance to Evolution Flight before operating the Goods and on request thereafter.

(d) The Buyer is responsible for planning each operation and for assessing its suitability, including the terrain, obstacles, people and property in the area of operation, the weather and environmental conditions, the radio-frequency environment, the applicable airspace and approvals, the available emergency-landing areas, and whether the Goods and their configuration are suitable for the intended mission.

17 Inherent risk of operation

(a) The Buyer acknowledges that the testing and operation of unmanned aircraft, in particular heavy-lift unmanned aircraft, is inherently dangerous and may result in loss of the aircraft, damage to property, or serious injury or death, notwithstanding compliance with instructions and the exercise of reasonable care.

(b) To the maximum extent permitted by law, the Buyer assumes all such risk on and from delivery and operates the Goods at its own risk.

18 Safety bulletins, firmware and airworthiness directives

(a) Evolution Flight may from time to time issue safety bulletins, service instructions, firmware updates or airworthiness directives in respect of the Goods.

(b) The Buyer must, within any timeframe specified by Evolution Flight, implement each such bulletin, instruction, update or directive, or cease operation of the affected Goods until it has done so. Failure to comply voids the Warranty in respect of any affected Goods and any continued operation is at the Buyer’s sole risk.

19 Reliability of navigation, communications and autonomous functions

(a) The Buyer acknowledges that the Goods rely on satellite navigation (GNSS/GPS), magnetic compass sensing, radio command-and-control and telemetry links, and, where fitted, third-party autopilot software, RTK or other correction services, mapping data, geofencing and cellular or satellite services, and that these are subject to interference, degradation, outage, error, spoofing and jamming that are outside Evolution Flight’s control.

(b) Evolution Flight does not warrant that positioning, communications, navigation, or any autonomous or automated flight function will be continuous, uninterrupted, accurate or error-free.

(c) The Buyer is responsible for operating the Goods with appropriate margins, fail-safes and manual-override procedures, and for maintaining safe operation in the event of any loss or degradation of navigation, communications or autonomous function.

20 Incident reporting and preservation of evidence

(a) Following any crash, fly-away, loss of control, hard or forced landing, injury, death, property damage, or serious malfunction involving the Goods, the Buyer must immediately cease operating the affected Goods.

(b) The Buyer must preserve the aircraft and all components in their post-incident condition, and must preserve all autopilot, ground control station, telemetry and radio logs and data, and must not repair, dismantle, modify, or alter the firmware or configuration of the Goods, or overwrite or delete any log or data, except so far as is necessary to make the site or equipment safe or as required by law or by an aviation authority.

(c) The Buyer must promptly notify Evolution Flight, photograph the aircraft and the site, and provide Evolution Flight with reasonable access to the Goods, components, logs and data for the purpose of investigation.

(d) To the fullest extent permitted by law, failure by the Buyer to comply with this clause may invalidate the Buyer's remedies under the Warranty in respect of the relevant Goods and may be taken into account in determining the cause of the incident in any dispute.

21 Buyer indemnity for operations and third party claims

(a) To the fullest extent permitted by law, and in addition to any other indemnity in these Conditions, the Buyer indemnifies, and keeps indemnified, Evolution Flight and its related bodies corporate, officers, employees and agents against all liability, loss, damage, cost and expense (including legal costs on a full indemnity basis) arising out of or in connection with the possession, transport, storage, installation, testing, operation, maintenance, modification, repair or use of the Goods by or on behalf of the Buyer, including any claim for death, personal injury or damage to property, and any claim brought by a third party.

(b) This indemnity does not apply to the extent that the liability, loss or damage is finally determined by a court or tribunal of competent jurisdiction (or agreed by Evolution Flight in writing) to have been caused directly by the gross negligence or wilful misconduct of Evolution Flight.

(c) Nothing in this clause requires the Buyer to indemnify Evolution Flight to an extent that is not permitted by law, including in respect of any rights of the Buyer that cannot by law be excluded.

22 Payment, late payment and recovery costs

(a) Time for payment is of the essence. If any amount is not paid in full by its due date, Evolution Flight may, without limiting its other rights, charge interest on the overdue amount at the rate of 10% per annum, calculated daily from the due date until the date of payment in full.

(b) Evolution Flight may suspend delivery or performance, and withhold support or Warranty service, for so long as any amount is overdue.

(c) The Buyer must pay all costs and expenses (including legal costs on a full indemnity basis and any commission or fees charged by a debt collection agency) reasonably incurred by Evolution Flight in recovering, or attempting to recover, any overdue amount or in enforcing these Conditions.

23 Security interest

(a) These Conditions constitute a security agreement for the purposes of the *Personal Property Securities Act 2009* (Cth) (PPSA) and give rise to a security interest in the Goods, and their proceeds, in favour of Evolution Flight to secure payment of all amounts owing by the Buyer to Evolution Flight from time to time.

(b) The Buyer consents to Evolution Flight registering its security interest on the Personal Property Securities Register and must do all things reasonably required by Evolution Flight to enable registration of a perfected security interest.

(c) To the extent permitted by law, the Buyer waives its right to receive any notice or verification statement otherwise required under the PPSA, and the parties agree that sections 96, 125, 142 and 143 of the *PPSA* do not apply and that the Buyer will not be entitled to exercise its rights under the provisions listed in section 115 of the *PPSA* to the extent those provisions may be excluded.

(d) The Buyer must not sell, dispose of, or grant any other security interest in the Goods while any amount is owing to Evolution Flight, without Evolution Flight's prior written consent.

24 Deposits, custom orders, cancellation and returns

(a) Where the Goods are built, configured or procured to the Buyer's order, any deposit is non-refundable and represents Evolution Flight's reasonable pre-estimate of the costs it commits to on placing the order.

(b) The Buyer may not cancel an order once manufacture, configuration or procurement has commenced without Evolution Flight's written consent; if consent is given, the Buyer remains liable for all costs, work in progress and non-cancellable commitments incurred up to the date of cancellation, plus a reasonable margin.

(c) Except where required by law or under the Warranty, the Goods are not returnable and Evolution Flight is not obliged to accept any return or to provide any refund, credit or exchange.

25 Export control, sanctions and end use

(a) The Buyer acknowledges that the Goods and related technology and technical data may be subject to export control, defence trade control and sanctions laws in Australia and other jurisdictions.

(b) The Buyer must comply with all such laws and must not export, re-export, on-sell, supply or divert the Goods or related technology to any person, entity, end use or destination in breach of those laws, or to any sanctioned or embargoed party.

(c) The Buyer warrants that neither it nor any person on whose behalf it acts is subject to sanctions, and indemnifies Evolution Flight against all loss, damage, penalties and claims arising from the Buyer's breach of this clause.

26 Force majeure

(a) Evolution Flight is not liable for any failure or delay in performing its obligations (other than an obligation to pay money) to the extent caused by an event beyond its reasonable control, including act of God, natural disaster, fire, flood, epidemic or pandemic, war, terrorism, civil unrest, industrial action, failure or delay of suppliers or subcontractors, shortage of materials or components, interruption to transport, power or telecommunications, or governmental act, restriction or sanction.

(b) Evolution Flight may suspend performance for the duration of the event and, if the event continues for more than 60 days, either party may terminate the affected order by written notice without liability, other than in respect of Goods already delivered.

27 General

(a) Entire agreement: the Contract, comprising the Contract Schedule and these Conditions, is the entire agreement between the parties and supersedes all prior representations, negotiations and understandings.

(b) Variation: no variation of these Conditions is effective unless made in writing by Evolution Flight.

(c) Waiver: a failure or delay by Evolution Flight to exercise a right is not a waiver of that right, and a single or partial exercise of a right does not prevent any further exercise of it.

(d) Assignment: the Buyer may not assign or novate the Contract or any of its rights or obligations without Evolution Flight's prior written consent. Evolution Flight may assign or novate the Contract on written notice to the Buyer.

(e) Notices: notices must be in writing and sent to the party's last notified postal or email address, and are taken to be received when delivered or, if sent by email, when sent, unless the sender receives a delivery-failure notification.

(f) Survival: the clauses relating to title and security interest, limitation of liability, indemnities, confidentiality, export control and dispute resolution survive termination or expiry of the Contract.

28 United States Supplemental Terms

(a) Application. This clause 28 applies to any sale where the Seller is Evolution Flight USA LLC, or where the Goods are sold for delivery to, or use in, the United States of America (a US Sale). To the maximum extent permitted by law, and to the extent of any inconsistency between this clause 28 and any other provision of these Conditions, this clause 28 prevails in respect of a US Sale. Terms defined elsewhere in these Conditions have the same meaning in this clause 28.

(b) Seller. For a US Sale, **Evolution Flight**, **we** and **us** mean Evolution Flight USA LLC, and the Contract is between the Buyer and Evolution Flight USA LLC unless the Contract Schedule expressly states otherwise.

(c) Governing law and jurisdiction. For a US Sale, these Conditions and the Contract are governed by the laws of the State of Alabama, USA, without regard to its conflict-of-laws principles, and the parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Alabama. The *United Nations Convention on Contracts for the International Sale of Goods* does not apply. Clauses 2 and 11 do not apply to a US Sale, and references throughout these Conditions to the *Australian Consumer Law*, the *Competition and Consumer Act 2010*, the *Privacy Act 1988* and the *Modern Slavery Act 2018* (Cth) have no application to a US Sale.

(d) Dispute resolution and jury waiver. For a US Sale, if a dispute is not resolved by good-faith negotiation between senior representatives within 30 days of a written notice of dispute, the dispute will be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, seated in Alabama, before a single arbitrator, and judgment on the award may be entered in any court of competent jurisdiction; except that either party may seek injunctive or other equitable relief from a court. **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION.**

(e) Limitation of liability. For a US Sale: **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EVOLUTION FLIGHT WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, USE OR GOODWILL, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND EVOLUTION FLIGHT'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE GOODS OR THE CONTRACT WILL NOT EXCEED THE PRICE PAID FOR THE GOODS.** Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this limitation may not fully apply to the Buyer.

(f) Security interest (UCC). For a US Sale, clause 23 does not apply. Instead, these Conditions create, and the Buyer grants, a purchase-money security interest under Article 9 of the Uniform Commercial Code in the Goods and their proceeds to secure all amounts owing to Evolution Flight. The Buyer authorises Evolution Flight to file one or more UCC-1 financing statements and to take any other action necessary to perfect that security interest, and title to the Goods remains with Evolution Flight until the Buyer has paid in full.

(g) US export controls. For a US Sale, and in addition to clause 25, the Buyer acknowledges that the Goods, software and related technical data are subject to United States export control and sanctions laws, including the Export Administration Regulations (EAR) administered by the Bureau of Industry and Security, the International Traffic in Arms Regulations (ITAR) administered by the Directorate of Defense Trade Controls where applicable, and the sanctions programs administered by the Office of Foreign Assets Control (OFAC). The Buyer will comply with all such laws, will obtain any required licences or authorisations, and will not export, re-export, transfer, divert or use the Goods, software or technical data (i) to or in any embargoed or sanctioned country, (ii) to any person on the Denied Persons, Entity, Unverified or Specially Designated Nationals lists, or (iii) for any prohibited end-use, including any missile, chemical, biological or nuclear weapons end-use. The Buyer indemnifies Evolution Flight against all loss, penalties and claims arising from the Buyer's breach of this clause, and Evolution Flight may suspend or terminate performance where performance would breach these laws.

(h) NDAA and Blue UAS. Where the Contract Schedule expressly states that a specified configuration of the Goods is compliant with Section 848 of the National Defense Authorization Act for Fiscal Year 2020, or is listed under the Defense Innovation Unit Blue UAS framework, that statement is limited to the specific configuration and components as supplied and current as at the date of supply. Except as expressly stated in the Contract Schedule, Evolution Flight makes no representation as to NDAA compliance, Blue UAS listing, or eligibility for any US federal, state or defence procurement. The Buyer is responsible for confirming eligibility for its intended use or procurement, and any modification, component substitution, or firmware change by the Buyer voids any such representation.

(i) Operation under FAA rules. For a US Sale, clause 16 is read so that references to the Civil Aviation Safety Authority are references to the United States Federal Aviation Administration (FAA), and the Buyer warrants that operators hold the certifications required under 14 CFR Part 107 or hold other applicable FAA authorisation, and that all operation of the Goods complies with FAA regulations.

(j) Taxes and currency. For a US Sale, prices are exclusive of all US federal, state and local sales, use and excise taxes, which are payable by the Buyer (other than taxes on Evolution Flight's net income); the Buyer will provide valid resale or exemption certificates where applicable; and references to GST do not apply. Unless the Contract Schedule states otherwise, a US Sale is priced and payable in US dollars.

(k) Delivery. For a US Sale, unless the Contract Schedule states otherwise, delivery is FOB (Origin) at Evolution Flight's or its nominated facility: risk in the Goods passes to the Buyer

on delivery of the Goods to the carrier at that point, while title to the Goods is retained by Evolution Flight until the Buyer has paid in full and is secured by the purchase-money security interest granted under paragraph (g) of this clause.

29 Severance

If anything in this document is unenforceable, illegal or void, it is severed and the rest of the Contract and Conditions remain in force.