



TERMS AND CONDITIONS

28 May 2026

1. DEFINITIONS

- “Goods” means those goods, articles, materials, supplies, services, and other property purchased under this Agreement.
- “Agreement” refers to this Terms and Conditions document and any referenced Annexures or Quotes issued by EDSSA.

2. ACCEPTANCE

The Customer will be deemed to have accepted these Terms and Conditions by any of the following: providing written acceptance of this Agreement or signing the quotation:

- Issuing a purchase order to EDSSA;
- Making payment in full or in part for the Goods; or
- Taking delivery of any Goods supplied by EDSSA;
- Any additional or different terms proposed by the Customer are invalid unless expressly agreed in writing by EDSSA.

Once accepted, these Terms and Conditions form the binding Agreement between EDSSA and the customer.

3. LICENCE

EDSSA grants the Customer a limited, non-exclusive, non-transferable licence to use EDSSA's trademarks, logos, and related branding solely for the promotion, advertising, or resale of the Goods supplied under this Agreement. The Customer shall not modify, sublicense, or transfer any right to use EDSSA's trademarks. Upon termination of this Agreement, or upon written request by EDSSA, the Customer shall immediately cease all use of EDSSA's trademarks and remove any associated branding from its materials, websites, or marketing content. Except for the rights expressly stated in this clause, no other rights or ownership in EDSSA's intellectual property are granted to the Customer, whether by implication or otherwise.

4. ENTIRETY

This Agreement, including any attached Annexures or Schedules, constitutes the entire understanding between EDSSA and the Customer regarding the Goods and services supplied. No other terms, conditions, or representations - whether oral or written - shall be binding unless expressly agreed to in writing and signed by both Parties. If EDSSA and the Customer have an existing supply agreement covering the same Goods, the terms of that supply agreement shall take precedence over these Terms and Conditions in the event of any conflict.

5. PRICE AND PAYMENT

Unless otherwise stated in the quotation, all prices are quoted in South African Rand (ZAR) and are subject to change prior to shipment due to fluctuations in exchange rates, freight costs, or manufacturer pricing. Payment shall be made in full and in advance, in accordance with the payment terms specified in the quotation or invoice. Orders will only be processed once cleared funds reflect in EDSSA's designated bank account. Ownership of Goods shall transfer to the Customer only upon full payment. Until such payment is received, EDSSA retains all ownership rights. Any applicable discounts or payment terms will commence from the date of the invoice or delivery of the Goods, whichever occurs later. All banking or transfer fees are for the Customer's account.

6. TAXES AND OTHER CHARGES

Unless otherwise stated in writing, the Customer shall be responsible for all taxes, customs duties, import or export fees, excise taxes, levies, and governmental charges applicable at the time of shipment or delivery of the Goods. Any such charges, including customs clearance, brokerage, and local handling fees, are payable by the Customer directly to the relevant authorities or service providers. All banking, transfer, or transaction fees arising from international payments shall be for the Customer's account.

7. WARRANTY

All Goods supplied by EDSSA are intended for commercial use and carry a limited warranty, as per manufacturer's terms. Warranty claims require the return of the Goods to EDSSA's facility for inspection and assessment. Upon evaluation, EDSSA will, at its sole discretion, either repair, replace, or reject the warranty claim. If the Goods are determined to be out of warranty or the claim is rejected, all costs associated with analysis, repair, and shipping shall be for the Customer's account.

The warranty is automatically void if the Goods have been:

- used outside their intended operational purpose;
- altered, modified, or tampered with in any way;
- damaged due to negligence, mishandling, accidents, environmental exposure, or software interference; or
- operated with unauthorised accessories or firmware modifications.

This limited warranty does not cover normal wear and tear, consumables (such as propellers or batteries), or damage resulting from pilot error. Nothing in this clause shall exclude or limit any warranty rights expressly provided by law. EDSSA's liability under this warranty shall not exceed the purchase price of the Goods supplied.

8. SHIPMENT

Time is of the essence; however, all delivery dates provided by EDSSA are estimates only. EDSSA shall not be liable for any delay or failure in delivery caused by logistics constraints, customs clearance, transport disruptions, manufacturer delays, or any other circumstances beyond its reasonable control. Unless otherwise agreed in writing, all shipments are made on an EXW (Ex Works, Cape Town, South Africa) or FOB (Free On Board, Cape Town Port) basis. Risk and responsibility for the Goods transfer to the Customer once the Goods are collected by, or delivered to, the Customer's nominated carrier. The Customer is responsible for arranging insurance coverage, import permits, and customs clearance for all international shipments.

9. DELAYED DELIVERY AND CANCELLATION:

If EDSSA fails to deliver the Goods within the agreed timeframe, the Customer may issue a written notice of intent to cancel the order. Such notice must be received within ten (10) calendar days of the scheduled shipment date. After this period, cancellation requests will not be accepted, and EDSSA shall not be held liable for any indirect or consequential losses arising from such delay.

10. MAINTENANCE AND SERVICE PLAN:

The service plan is an additional optional package and falls in line with the DJI extended warranty. The service includes collection from and back to the owner, anywhere in SA. The service will be done every 200h or 6 months, whichever comes first. The service includes a propeller change. The service excludes repair due to misuse [airframe and water damage]. This agreement will be automatically cancelled, with no refund claim, if the service is booked more than 20 hours or 10 days after the service is due.

11. SEVERABILITY OF CONTRACT

Suppose any provision of this Agreement is found to be invalid, illegal, or unenforceable, either in whole or in part. In that case, that provision shall, to the greatest extent possible, be interpreted or amended to reflect the original intent of the parties. If such interpretation or amendment is not possible, the provision shall be considered severed from this Agreement, without affecting the validity, legality, or enforceability of the remaining provisions, which shall continue in full force and effect.

12. COMPLIANCE WITH LAWS

EDSSA represents and warrants that it is, and will remain, in full compliance with all applicable local, provincial, and national laws and regulations in the jurisdictions where it operates throughout the term of its commercial relationship with the Customer. This includes, without limitation, laws relating to child labor, forced labor, freedom of association, discrimination, wages and benefits, working hours, harassment, health and safety, environmental protection, and any permits, licenses, or authorizations required for its operations.

13. LIMITATION OF LIABILITY

To the maximum extent permitted by law, EDSSA shall not be liable for any indirect, consequential, or incidental damages, including but not limited to loss of data, loss of profits, mission failure, or damage to property or third parties, arising from the use of the Goods.

14. ACKNOWLEDGMENT

EDSSA and the Customer acknowledge that they

- have read and understood the terms and conditions of this Agreement,
- have received sufficient explanation of their respective obligations under this Agreement,
- and are satisfied that the provisions herein are clear, understandable, and reasonable.

15. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa, without giving effect to any choice of law or conflict of law rules that would result in the application of the laws of any other jurisdiction. The parties expressly exclude the application of the International Sale of Goods Act. Any disputes arising under or in connection with this Agreement shall be subject to the non-exclusive jurisdiction of the South African courts.

16. LANGUAGE

It is the express wish of the parties that this Agreement, as well as any document related thereto, be drawn up and executed in English only.



E. Sixt - Director

DATE CREATED	28/05/2026	PREPARED BY	AC Venter	REVISION NUMBER	00
REVISION DATE		APPROVED BY	E.Sixt		