

TERMS AND CONDITIONS

Aerial Applications | aerial-applications.com

Effective Date: January 1, 2026

Please read these Terms and Conditions ("Terms") carefully before using the services offered by Aerial Applications ("Company," "we," "us," or "our") at aerial-applications.com (the "Site"). By accessing or using our services, you agree to be bound by these Terms. If you do not agree, please discontinue use of our services immediately.

1. Acceptance of Terms

By engaging Aerial Applications for any service, including but not limited to aerial drone operations, agricultural spraying, mapping, inspection, or consulting, you ("Client") acknowledge that you have read, understood, and agree to these Terms. These Terms constitute a legally binding agreement between the Client and Aerial Applications.

2. Services Provided

Aerial Applications offers the following drone-based and agricultural technology services:

- Precision agricultural spraying and crop protection
- Aerial mapping, surveying, and photogrammetry
- Multispectral imaging and NDVI analysis
- Infrastructure and property inspection
- Agricultural consulting and technology demonstrations
- Equipment sales, leasing, and support

The specific scope, timeline, and deliverables for each engagement will be outlined in a separate Statement of Work (SOW) or Service Agreement signed by both parties. In the event of any conflict between these Terms and a signed SOW, the SOW shall govern.

3. Regulatory Compliance

3.1 FAA Compliance

All drone operations conducted by Aerial Applications are performed in compliance with applicable Federal Aviation Administration (FAA) regulations, including Part 107 of Title 14 of the Code of Federal Regulations. Our pilots hold valid FAA Remote Pilot Certificates.

3.2 Client Responsibilities

The Client is responsible for:

- Obtaining any necessary landowner permissions, easements, or local permits required for operations on or over specific parcels

- Notifying Aerial Applications of any known airspace restrictions, utility lines, communication towers, or other hazards on or near the work site
- Ensuring compliance with all applicable state and local laws governing pesticide application or drone operations on their property
- Providing accurate site information, including GPS coordinates, field boundaries, and crop status, prior to service

4. Scheduling, Cancellations & Weather

4.1 Scheduling

Service dates are confirmed upon receipt of a signed agreement and applicable deposit. Aerial Applications will make reasonable efforts to accommodate Client scheduling preferences but cannot guarantee specific dates due to weather, regulatory, or equipment constraints.

4.2 Cancellations by Client

Cancellations made more than 72 hours before a scheduled service will receive a full refund of any deposit. Cancellations within 72 hours may be subject to a cancellation fee not to exceed 25% of the quoted service price, to cover mobilization costs.

4.3 Weather & Safety Delays

Aerial Applications reserves the right to postpone or suspend operations due to weather conditions (including wind, precipitation, or poor visibility), airspace restrictions, or safety concerns. In such cases, the service will be rescheduled at no additional charge to the Client. No refunds will be withheld for weather-related delays.

5. Payment Terms

Unless otherwise agreed in writing:

- A deposit of up to 50% of the total quoted price may be required to confirm scheduling
- The remaining balance is due within 30 days of service completion or delivery of deliverables
- Invoices not paid within 30 days are subject to a late fee of 1.5% per month on the outstanding balance
- Aerial Applications reserves the right to suspend future services for accounts with outstanding balances exceeding 60 days

All prices are quoted in U.S. dollars. Aerial Applications accepts payment by check, ACH transfer, or credit card. A processing fee may apply to credit card payments.

6. Liability & Indemnification

6.1 Limitation of Liability

Aerial Applications shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to the services provided, including but not limited to crop loss, yield reduction, equipment failure, or data loss. Our total liability for any claim shall not exceed the total fees paid by the Client for the specific service giving rise to the claim.

6.2 Client Indemnification

The Client agrees to indemnify, defend, and hold harmless Aerial Applications, its officers, employees, contractors, and agents from any claims, damages, liabilities, or expenses (including reasonable attorney's fees) arising from: (a) inaccurate information provided by the Client; (b) the Client's failure to obtain required permits or permissions; or (c) third-party claims related to activities on Client-owned or Client-controlled property.

6.3 Force Majeure

Neither party shall be liable for delays or failures in performance caused by circumstances beyond their reasonable control, including government orders, natural disasters, or equipment failure beyond normal maintenance expectations.

7. Insurance

Aerial Applications maintains general liability insurance covering its drone operations. Upon request, a certificate of insurance will be provided. The Client is responsible for maintaining any insurance required for their operations, crops, or property.

8. Data, Imagery & Intellectual Property

8.1 Data Ownership

Raw data, imagery, and survey outputs collected by Aerial Applications in the course of providing services to a Client are the property of the Client, subject to full payment of all fees owed.

8.2 Aerial Applications Rights

Aerial Applications retains the right to use de-identified, aggregated, or anonymized data for internal research, operational improvement, and training purposes. We may use project photographs or general imagery for marketing purposes unless the Client explicitly opts out in writing prior to service.

8.3 Confidentiality

Both parties agree to keep confidential any proprietary information shared in the course of the engagement and not to disclose such information to third parties without prior written consent, except as required by law.

9. Disclaimers

AERIAL APPLICATIONS PROVIDES ALL SERVICES "AS IS" AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE FITNESS OF RESULTS FOR ANY PARTICULAR PURPOSE, INCLUDING CROP YIELD OUTCOMES, PEST CONTROL EFFICACY, OR DATA ACCURACY BEYOND EQUIPMENT SPECIFICATIONS. RESULTS MAY VARY BASED ON ENVIRONMENTAL, AGRONOMIC, AND OPERATIONAL CONDITIONS OUTSIDE OUR CONTROL.

10. Governing Law & Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions. Any disputes arising under these Terms shall first be subject to good-faith negotiation between the parties. If unresolved within 30 days, disputes shall

be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, with proceedings conducted in Pennsylvania.

11. Modifications to Terms

Aerial Applications reserves the right to update these Terms at any time. Changes will be posted on aerial-applications.com with an updated effective date. Continued use of our services following any update constitutes acceptance of the revised Terms. We encourage Clients to review these Terms periodically.

12. Contact Information

For questions, concerns, or notices under these Terms, please contact:

Aerial Applications

Website: aerial-applications.com

By engaging our services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.
