

General Terms and Conditions of AEC Skyline

Chapter 1: General

Preamble:

AEC Skyline is a conglomerate of private limited liability companies under the law of the Netherlands, composed of 'Skyline Aviation' and 'Skyline CDS', and is established in Bosschenhoofd, at Bredasebaan 11, 4744 RZ, The Netherlands, Chamber of Commerce (KvK) numbers 37063080 (aviation) and 20144510 (CDS).

AEC Skyline specializes in the defense and aerospace sector and provides aerial work activities, such as contract air support, ISR support, training services, data and communication services, consultancy, IT services, and products and equipment aimed at air, land, naval, cyber and public safety domains, among other things.

Article 1: Applicability

1. These general terms and conditions apply to all offers made by AEC Skyline and its subsidiaries, to its client, and form an inseparable part of every offer, quotation, agreement and execution of orders and deliveries between AEC Skyline and its client, unless these general terms and conditions are expressly deviated from in writing.
2. The buyer or client will be referred to as: 'the Client'.
3. Hereafter the Company shall be referred to as 'AEC Skyline'.

Article 2: Offers

1. All offers and quotations made by AEC Skyline, in whatever form, are without obligation.
2. Offers made by AEC Skyline are valid for 30 days, unless otherwise agreed in writing.
3. Price lists provided by AEC Skyline are subject to change.

Article 3: Contractual formation

1. The agreement is concluded after AEC Skyline has confirmed an order in writing or after the Client has accepted the offer in writing or has agreed to deviations. The order confirmation is deemed to accurately and completely reflect the agreement unless the Client objects thereto in writing with 5 working days.
2. For deliveries for which, due to the nature and/or scope, no order confirmation is sent, the invoice also serves as an order confirmation. The order confirmation is deemed to accurately and completely reflect the agreement, unless the Client objects thereto in writing within five working days of the invoice date.
3. Additions and amendments to the agreement are binding on AEC Skyline only to the extent that they have been confirmed by it in writing. Offers or quotations do not automatically apply to future orders.

4. AEC Skyline is entitled, if it deems this necessary or desirable, to engage third parties for the correct execution of the order given to it. The costs of engaging third parties will be passed on to the Client.

Article 4: Prices

1. Unless and to the extent otherwise agreed in writing, all prices and rates are in euros and exclusive of VAT and other government levies, as well as exclusive of any costs to be incurred in the context of the agreement, including travel and lodging, shipping and administrative costs. AEC Skyline is entitled to pass on the relevant charges and costs to the Client. AEC Skyline is entitled to impose a 25% mark-up on those costs.
2. Prices are based on prices existing during the offer. Prices are subject to interim changes without this giving the Client the right to terminate the agreement.

Article 5: Payment

1. Payment must be made within a period of 30 days from the invoice date and without the Client being entitled to claim set-off or suspension. If the Client is in default, all actual costs incurred to obtain payment will be borne by the Client.
2. Payment must be made in a lump sum, unless payment in instalments has been agreed.
3. If the Client fails to pay the amounts due within the agreed period, the Client will be in default by operation of law. In that case, AEC Skyline will be entitled to charge statutory (commercial) interest and extrajudicial collection costs on the entire amount due in accordance with the Extrajudicial Collection Costs (Fees) Decree (Besluit vergoeding voor buitengerechtelijke incassokosten).
4. If the Client fails to fulfil any obligation arising from the agreement or fails to do so in time, enters into a debt settlement with its creditors, applies for suspension of payment, goes into liquidation, closes or transfers its business, if an attachment is levied against it or if on reasonable grounds fulfilment by the Client can no longer be expected, any claim of AEC Skyline against the Client will be immediately due and payable in full. AEC Skyline will then also be entitled to terminate the agreement to the extent not yet (fully) executed, without further notice of default or judicial intervention being required, and to take back the items already delivered but not yet paid for and to withdraw permission to use software following a license acquired, all this without prejudice to AEC Skyline's right to payment or compensation and its right to suspend performance of the agreement.
5. Immediately on AEC Skyline's request, the Client will be obliged to provide security for fulfilment of its obligations under the agreement. AEC Skyline may not make such a request on unreasonable grounds.

Article 6: Additional work

1. If, at the request or with the prior consent of the Client, AEC Skyline has performed work or delivered another performance that goes beyond the content or scope of the original agreement, such work or performance will be compensated by the Client in accordance with the agreed rates and, in the absence thereof, in accordance with AEC Skyline's usual rates. AEC Skyline is not obliged to comply with any such request and may require the conclusion of a separate written agreement.

2. Additional work will – to the extent possible – be communicated to the Client by AEC Skyline as early as possible. The Client is deemed to have agreed to the execution of the additional work, the associated costs and, if necessary, the adjusted delivery time, unless the Client objects in writing before the start of the execution of the additional work and in any case within 7 days after the notification by AEC Skyline.
3. Additional work and an adjusted delivery time do not give the Client the right to terminate the agreement early.

Article 7: Complaints

1. The Client may no longer claim a defect in the performance if it has not complained in writing to AEC Skyline within 14 days after it discovered or reasonably should have discovered the defect.
2. Complaints regarding defects with respect to whole or partial deliveries must be brought to the attention of AEC Skyline in writing, specifying the delivery or invoice number.
3. The Client will provide all cooperation necessary to investigate the complaint, including by giving AEC Skyline the opportunity to investigate all relevant circumstances associated with the complaint. If the Client fails to cooperate or the investigation is otherwise not (or no longer) possible, the complaint will not be considered.
4. The Client is obliged to immediately cease the use, handling, processing and/or installation of the items in question and to do everything reasonably possible to prevent (further) damage.

Article 8: Retention of title

1. All items delivered to the Client will remain the property of AEC Skyline until full payment of all amounts, including any interest and costs owed by the Client for the items delivered or to be delivered or services rendered or to be rendered under any contract and/or the failure of the Client to provide after-sales services.
2. As long as the Client has not fully fulfilled its obligations to AEC Skyline, the Client is obliged to ensure careful handling of the items and to insure them against the usual risks and does not have the right to encumber, rent out, give in use and/or create a pledge (whether undisclosed or not) on the delivered items other than after written permission from AEC Skyline.
3. If and as long as AEC Skyline owns the items, the Client will immediately notify AEC Skyline when the items are seized (or threatened to be seized) or when the items (or any part thereof) are otherwise claimed. In addition, the Client will (in that case) inform AEC Skyline where the items, of which AEC Skyline is the owner, are located. In the event of attachment or (provisional or final) suspension of payment, the Client will immediately inform the attaching bailiff or administrator of the (proprietary) rights of AEC Skyline. The Client guarantees that any attachment of the items will be lifted immediately.

Article 9: Delivery

1. Delivery of the products takes place carriage paid. From the time of delivery, the risk of loss, damage, etc. will pass to the Client.
2. The delivery time of the products is determined on the basis of the data and circumstances known to AEC Skyline at the time the agreement was concluded. Stated delivery deadlines will never be considered as a strict deadline ('fatale termijn'). If a change in the data and/or circumstances, regardless of its foreseeability, results in a delay, the delivery date will be delayed accordingly, without prejudice to the provisions below regarding force majeure. In the event of late delivery, AEC Skyline must be given written notice of default, whereby it must be offered a reasonable period for delivery.
3. Exceeding the delivery time given by AEC Skyline for whatever reason will not entitle the Client to compensation.

Article 10: Liability and indemnification

1. Any liability is limited to the amount paid out by AEC Skyline's business liability insurer in the relevant case, plus the excess payable by the insured under the policy conditions. If the damaging event is not covered under AEC Skyline's business liability insurance, any liability of AEC Skyline will be limited to the amount owed by the Client to AEC Skyline with respect to the service provided and/or product delivered from which the liability arises. In the event of a continuing performance agreement, any liability of AEC Skyline is limited to a maximum of the average amount invoiced to the Client in the last three months.
2. AEC Skyline is not liable for consequential loss.
3. The Client indemnifies AEC Skyline against all claims from third parties that are in any way related to the work for the Client, including the reasonable costs of legal assistance, except for gross negligence or intentional misconduct on the part of AEC Skyline.

Article 11: Force majeure

1. AEC Skyline is not obliged to fulfil any obligation to the Client if it is prevented from doing so by a force majeure situation. During the period that the force majeure continues, AEC Skyline may suspend its obligations under the Agreement.
2. Force Majeure Events include, but are not limited to: natural disasters, government restrictions, floods, fire, earthquakes, explosions, epidemic, war, invasion, hostilities, terrorist acts, riots, strikes, embargoes or industrial disturbances.
3. If, in the event of force majeure, the performance of the agreement by AEC Skyline is delayed or barred, AEC Skyline will be entitled to terminate all or part of the agreement without this entitling the Client to compensation. If this period exceeds two months, the Client will also be entitled to terminate the agreement. The value of the work performed by AEC Skyline until then will be reimbursed by the Client. If work resumes, AEC Skyline will be entitled to issue new invoices.

Article 12: Confidentiality

1. The parties are mutually obliged to maintain complete confidentiality towards third parties regarding confidential (business) information provided to each other.

The Client is obliged to take measures so that this confidentiality is observed by its employees.

Article 13: Intellectual property

1. The Client is not permitted, without prior express written permission from AEC Skyline, to copy, reproduce or modify products and/or services and the associated documentation, the intellectual property rights of which are held by with AEC Skyline, both during the term and after termination of the agreement. Nor is the Client permitted to give third parties the opportunity to do so.

Article 14: Penalty clause

1. In the event of failure to comply with the provisions of Articles 12 and 13, the Client will be liable to pay an immediately payable penalty to AEC Skyline of €50,000 per violation, plus €5,000 per day that such violation continues, whereby each disclosure or communication to third parties or infringement of intellectual property rights of AEC Skyline is regarded as a separate violation.

Article 15: Suspension, set-off and termination

1. Each party can only terminate an agreement if the other party attributable fails to fulfil one or more essential obligations, the other party has received a written notice of default that is as detailed as possible, setting a reasonable period for compliance and compliance within this period is not forthcoming.
2. AEC Skyline may in any case suspend its obligations under the agreement with immediate effect and without prior notice of default being required (including by blocking or disabling one or more services (temporarily or permanently, in whole or in part)) and terminate the agreement in the following circumstances:
 - a. the Client no longer meets the preconditions applicable to the service in question (including the preconditions included in the current service description);
 - b. the actual use of the items and/or services does not conform to the agreement, does not correspond to the normal use to which the applicable rates are geared, or deviates substantially from the use that can reasonably be expected;
 - c. AEC Skyline has sent a reminder to the Client and the Client has not fulfilled its payment obligation even after the deadline specified in the reminder has passed;
 - d. AEC Skyline has requested the Client to provide (additional) security and the Client has not provided the desired security within the period specified by AEC Skyline;
 - e. the Client causes damage to the business, services, network or other telecommunications networks;
 - f. circumstances arise, beyond the control of AEC Skyline, that make performance of the agreement impossible or disproportionately difficult.
3. The Client is not entitled to setoff or suspension.

4. Either party may terminate the agreement with immediate effect, and without prior notice of default being required, in the event of:
 - a. a request for debt restructuring;
 - b. suspension of payments;
 - c. bankruptcy;
 - d. liquidation

Article 16: Conversion

1. If one or more provisions of these general terms and conditions are null and void, or are annulled, the remaining provisions will continue to apply.
2. The parties undertake to replace the non-binding provisions with such provisions that are binding and deviate as little as possible - in view of the purpose and purport of this agreement - from the non-binding provisions.

Article 17: Applicable law and competent court

1. The agreement concluded between the user and the other party is exclusively subject to Dutch law.
2. All disputes arising from or related to the agreement to which these conditions apply will be settled by the competent section of the Court of Zeeland-West-Brabant, Middelburg location.

Chapter 2: Aerial Work Activities

Article 18: Delays, cancellation, program changes

1. AEC Skyline reserves the right to cancel a flight due to technical and/or meteorological and/or operational reasons (AOG). It is in its interest to find the most appropriate solution to resolve the problem and to find an alternate aircraft, possibly of the same category, to perform the flight, but will not be held liable for not finding an alternate aircraft for the same time and/or day nor for possible extra costs, nor for any damage or loss.
2. If the flight is delayed or postponed due to technical, meteorological or operational reasons, or for other reasons over which AEC Skyline has no control, AEC Skyline shall not be liable for any damage or loss.
3. A change to the program or route due to technical, meteorological or operational reasons might require an adjustment to the price which will be at client's costs.
4. Should AEC Skyline have to abort a flight prematurely for technical or meteorological reasons, AEC Skyline shall inform the Client within reasonable amount of time.
5. If, prior to departure, AEC Skyline points out to the Client that the flight may have to be aborted for meteorological reasons, and should the Client accept this risk, the Client shall pay for the agreed amount for the flight as if it were completed. Even if the flight is aborted, the Client shall owe AEC Skyline the price agreed for the whole flight.
6. If the flight is cancelled due to reasons for which the Client is not responsible, AEC Skyline shall refund the price paid for the package if it was impossible to offer an appropriate substitute service at the location. If the Client agrees to such, the flight shall be deferred to a later time. Any further claims shall be excluded.
7. Should AEC Skyline be culpably in default, the Client must set an appropriate additional grace period for performance by AEC Skyline. Claims for compensation of damages may be asserted only if AEC Skyline 's default was due (at least) to gross negligence on AEC Skyline 's part. The same shall apply if AEC Skyline is unable to perform due to reasons for which AEC Skyline is responsible. Liability is limited to direct damage or loss in both cases. Any further obligation to pay compensatory damages is explicitly excluded.

8. Termination/cancellation of the flight can occur at any given time at AEC Skyline's absolute discretion if it is necessary for reasons of safety or security or to avoid a breach of regulatory or statutory condition in the country in which the flight departs or lands or whose airspace is used.

Chapter 3: Secondment

Article 19: Definitions

1. In these conditions, the following definitions apply:
 - a. Secondee: the employee employed by AEC Skyline who performs work at a work site at the Hirer.
 - b. Hirer: any natural or legal person/entity, who borrows from AEC Skyline the Secondee referred to under a. above.
 - c. Secondment: the performance of work by an AEC Skyline employee at the Hirer for an agreed upon fee for a definite or indefinite period of time, whereby the work related supervision of a Secondee is transferred to the Hirer.
 - d. Secondment Agreement: the agreement entered into between the employee of AEC Skyline, whereby it is agreed, that the Secondee and the employee of AEC Skyline will perform work for the Hirer against payment of an agreed hourly rate.
2. This Chapter 2 of the general terms and conditions applies, in addition to Chapter 1 of the same set of general terms and conditions, to all agreements for the Secondment of a Secondee by AEC Skyline to a Hirer. Stipulations varying from these conditions are only legally valid if confirmed in writing by AEC Skyline.

Article 20: Employment

1. The Secondee is employed by AEC Skyline.
2. The Secondee's average working hours per week must be scheduled according to the working hours and working days set forth in the Secondment Agreement.
3. The work will be carried out from Monday up to and including Friday, unless otherwise agreed. A maximum of 8 hours is worked per day. Further arrangements may be made in the Secondee's employment contract.
4. A part-time Secondment must be scheduled during the period of Monday up to and including Friday, unless otherwise agreed.

Article 21: Duration of secondment

1. The duration of the Secondment and any trial placement are defined in the Secondment Agreement.
2. Interim termination of the Secondment is possible after consultation between Secondee, AEC Skyline and the Hirer.
3. Termination of the Secondment takes place on the date specified in the Secondment Agreement, unless otherwise agreed in the Secondment Agreement.
- ~~4.~~ On termination of the Secondment by the Hirer, a notice period of two months must be observed, unless otherwise agreed in the Secondment Agreement.

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Article 22: Absence

1. In the event of leave, illness and other reasons for absence, the Secondee will not be replaced, except at the express request of the Hirer and if AEC Skyline can provide a replacement for the Secondee.
2. Holiday and leave must be arranged by the Hirer in a timely manner in consultation with AEC Skyline.
3. Reports of illness and recovery must be made by the Secondee to both the Hirer and AEC Skyline as soon as possible, but no later than 9 am on the first day of illness.

Article 23: Disciplinary matters

1. In the event of unsatisfactory performance, absence without notice, etc. of the Secondee, the Hirer must report it to the secondment consultant. When in urgent cases it is necessary for the Secondee to be sent away from work, the Hirer may do so only on reasonable grounds.
2. If the Hirer removes the Secondee in connection with the provisions of paragraph 1, the Hirer will be obliged to instruct the Secondee to report to AEC Skyline immediately after the Hirer has informed the Secondee of the reason for removal. The Hirer must also report the incident directly to AEC Skyline. In the event of such a removal, the Hirer must subsequently report in writing to AEC Skyline.

Article 24: Takeover

1. Until two years after termination of the Secondment Agreement, the Hirer is not permitted to directly or indirectly employ the Secondee or otherwise have him work for it other than on the basis of an agreement to that effect with AEC Skyline.

Article 25: Financial stipulations

1. Leave and sick hours will not be charged to the Hirer.
2. The payment of wages to the Secondee, as well as the payment of payroll taxes, pension contributions and social security contributions is the responsibility of AEC Skyline.
3. During a trial placement, the hours worked by the Secondee at the Hirer are charged to the Hirer, unless otherwise agreed.
4. In the event of a job change of the Secondee, AEC Skyline will revise the hourly rate charged to the Hirer. The Hirer will be notified in writing in advance of any changes.
5. AEC Skyline reserves the right to apply new rates for a different contract.
6. All other expenses such as travel costs (other than commuting), work clothing costs and other costs necessary for the performance of the work are directly borne by the Hirer, unless otherwise agreed in the Secondment Agreement.
7. If a Secondment Agreement ends with immediate effect by virtue of resignation or death of the Secondee, any damage arising therefrom cannot be recovered from AEC Skyline.

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Article 26: Working conditions

1. The Hirer must behave as befits a good employer. For the Seconded, this means that he/she must be treated as much as possible according to the personnel and working conditions policy of the Hirer.
2. The Hirer has a statutory obligation to take the necessary care to ensure that the Seconded does not suffer any damage to his person or property as a result of his work and to take all measures to ensure safety, well-being and health. To the extent possible, AEC Skyline must provide the Seconded with information on, as applicable, the company rules in effect at the secondment site regarding safety, welfare and health. The Hirer may supplement any missing information during the initial meeting and during the introduction.
3. The Hirer must ensure that the company rules applicable to the Hirer are complied with by the Seconded in accordance with the Working Conditions Act (Arbowet).
4. Accidents and near accidents occurring during the Seconded's work must be recorded and immediately communicated in writing by the Hirer to AEC Skyline.

Article 27: Liability

1. Pursuant to Section 6:170(1) of the Dutch Civil Code, the Hirer is liable for errors made by the Seconded working under its supervision. The Hirer undertakes to carefully supervise the Seconded's activities under the Secondment Agreement.
2. AEC Skyline is not liable for damage to persons or property caused by the Seconded in the performance of the work performed for the Hirer. The Hirer unconditionally indemnifies AEC Skyline against all claims from the Seconded or third parties for any damage caused to or by the Seconded, of whatever nature and extent.
3. The Hirer is obliged to compensate any damage that occurs to the Seconded in the performance of the work performed for the Hirer.
4. AEC Skyline bears no liability, on any grounds whatsoever, for any damage and loss that a Seconded may cause to third parties or to the Hirer through actions and/or omissions.
5. AEC Skyline is not liable for any commitments and obligations that the Seconded may have entered into, or which may otherwise have arisen for him/her towards the Hirer, whether or not with his/her permission, or towards any third party.
6. If the Hirer chooses to take out liability insurance against the aforementioned risks, the costs cannot be recovered from AEC Skyline.

Article 28: Other provisions

1. The Hirer is not permitted to make a Seconded hired by it available to third parties, unless this has been expressly agreed in writing with AEC Skyline.
2. In the event of a merger or acquisition of the Hirer, AEC Skyline reserves the right to terminate the Secondment with immediate effect without any financial consequences for AEC Skyline.

Chapter 4: IT services

Article 29: Applicability and definitions

1. In addition to Chapter 1 of this set of general terms and conditions, these IT conditions apply to all legal relationships (including offers and agreements) in which AEC Skyline supplies an item and/or service to the Client consisting of the supply of SIM cards, data bundles and the Whisper system.
2. A Service is defined as: any Telecommunications Service, Additional Service or other service provided or made available.
3. A SIM is defined as: the chip that makes it possible to use the Network in combination with a Connection and Peripherals. SIM also includes eSIM. An eSIM is a SIM card built into the peripherals.
4. An item is defined as the movable property delivered or made available by AEC Skyline, Peripherals, installation kits for means of transport, physical network connections, SIMs, Software, hardware, offers, calculations, analyses, designs, drawings, images, reports, documentation, leaflets, samples, models, preparatory material, accessories or other material.
5. A Client is defined as: the one who will or has received an offer or will enter into or has entered into an agreement with AEC Skyline.

Article 30: Offers

1. All offers and other communications from AEC Skyline are without obligation, unless otherwise indicated In writing by AEC Skyline. The Client warrants the accuracy and completeness of the information provided by or on its behalf to AEC Skyline on which AEC Skyline based its offer.
2. An agreement between the parties is concluded only at the time a related request by or on behalf of the Client is accepted in writing by AEC Skyline or AEC Skyline starts performance of the agreement.

Article 31: Price and payment

1. All prices are exclusive of turnover tax (VAT) and other taxes imposed or to be imposed by the government. All prices communicated by AEC Skyline are always in euros and the Client must make all payments in euros.
2. No rights or expectations can be derived by the Client from a preliminary calculation or budget issued by AEC Skyline, unless the parties have agreed otherwise in writing.
3. If the Client has a periodic payment obligation, AEC Skyline is entitled to adjust the applicable prices and rates in writing, in accordance with the index or other benchmark included in the agreement, in the period stated in the agreement. If the agreement does not expressly provide for the possibility of AEC Skyline to adjust the prices or rates, AEC Skyline is always entitled to adjust the applicable prices and rates in writing with a notice period of at least three months. If the Client does not wish to agree to the adjustment in the latter case, the Client will be entitled to give notice of termination of the agreement in writing within thirty days after notification of the adjustment, with effect from the date on which the new prices and/or rates would come into effect.

4. The parties will stipulate in the agreement the date or dates on which AEC Skyline will charge the Client the fee for the agreed performance. Amounts due must be paid by the Client according to the payment terms agreed or stated on the invoice. The Client is not entitled to suspend any payment or to setoff any amounts due.

Article 32: Duration of the agreement

1. If and to the extent that the agreement concluded between the parties is a continuing performance agreement, the agreement is entered into for the term agreed between the parties, failing which the term of one year will apply.

Article 33: SIM

1. AEC Skyline is solely responsible for providing or supplying a SIM card. AEC Skyline is not in charge of installing, mounting or the application of the SIM card.
2. AEC Skyline provides the Client with a SIM (in the form of a SIM card or eSIM) and one or more security codes (such as the so-called PIN and PUK code).
3. The costs for unblocking and/or providing a new SIM are payable by the Client. During the period of the blockage, the Client remains obliged to pay all fixed periodic costs and surcharges.

Article 34: Maintenance

1. AEC Skyline is only obliged to perform maintenance work if the item and/or service does not function in accordance with the agreed specifications, the defect has been reported to AEC Skyline in a detailed manner immediately after the defect occurred and the defect is reproducible. Recovery of corrupted or lost data is not covered by maintenance.
2. After receiving the notification, AEC Skyline will attempt to repair the defect to the best of its ability at a time to be determined by AEC Skyline. AEC Skyline is entitled to apply temporary solutions until the moment of final repair.
3. Maintenance is performed by AEC Skyline on working days. AEC Skyline performs the work related to the agreed services at the offices of AEC Skyline.
4. For the purpose of maintenance, upkeep or measurements, AEC Skyline is entitled to temporarily decommission one or more items and/or services.
5. If it appears that the defect was not caused by an attributable failure of AEC Skyline, AEC Skyline will be entitled to recover from the Client the costs associated with detecting and/or remedying the defect.
6. If AEC Skyline makes a new or new variant of an item and/or service available to the Client, the Client will be obliged to pay an additional fee to be determined by AEC Skyline if the new or new variant of the item and/or service offers new possibilities and/or functions. Three months after the new and/or new variant of the item and/or service has been made available, AEC Skyline will no longer be obliged to carry out maintenance work with regard to the items and/or services that the new and/or new variant served to replace.
7. If the Client does not enter into a maintenance agreement with AEC Skyline simultaneously with the conclusion of the agreement under which the item and/or service is provided, AEC Skyline will not be obliged to enter into a maintenance agreement at a later time.

Article 35: Intellectual property rights

1. All intellectual property rights in all items and/or services developed or made available under or pursuant to the agreement (including assigned or allocated names, addresses and codes, including account details, customer codes, user names, access codes, IP addresses, e-mail addresses and homepages) belong solely to AEC Skyline, its affiliated companies or their licensor.
2. The Client is not allowed to remove or change any indication regarding intellectual or industrial property on/in the items and/or services (including indications regarding confidentiality and secrecy).
3. AEC Skyline is permitted to take technical measures to protect the items and/or services. If AEC Skyline takes these technical measures, the Client will not be permitted to remove or circumvent this security.
4. The Client is aware that the items and/or services provided may contain confidential information and trade secrets of AEC Skyline, its affiliated companies or its licensors. The Client undertakes to keep these items secret and to use them only for the purpose for which they were made available to it.

Article 36: Privacy

1. The data and information provided by the Client to AEC Skyline will be kept carefully and confidentially by AEC Skyline.
2. AEC Skyline maintains a record of processing activities. The Client has the right to access, correct and delete his personal data.
3. AEC Skyline may only and exclusively use the Client's personal data for necessary specific purposes.