



TERMS AND CONDITIONS

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VERSION: 1.1

TERMS AND CONDITIONS FOR USE OF THE ALTOVOLO WEBSITE AND VEHICLE CONFIGURATOR

Welcome to www.altovolo.com, operated by BDI Design Limited, a company registered in England and Wales, trading as British Design Innovation and AltoVolo (or any successor or assigned entity as permitted under our agreements), manufacturer of the Sigma eVTOL aircraft. **By accessing or using this website or its vehicle configurator, you agree to be bound by these terms and conditions. If you do not agree, you must not use the website.**

- 1. Use of the Website and Configurator:** You are granted a limited, non-exclusive, non-transferable license to access the website and configurator for personal, non-commercial purposes to explore and design configurations of the Sigma eVTOL aircraft. You must be at least 18 years of age. You shall not engage in any activity that disrupts or interferes with the website's functionality, including unauthorised access, automated data collection, or transmission of malicious software. AltoVolo may suspend or terminate your access for any violation of these terms. Configurations and orders are subject to the terms of any subsequent Aircraft Deposit Agreement or Aircraft Purchase Agreement entered into between you and AltoVolo.
- 2. Intellectual Property:** All content, including but not limited to text, images, designs, and logos, is the property of BDI Design Limited or its licensors and is protected by applicable intellectual property laws. You may not reproduce, modify, distribute, or create derivative works from any content without prior written consent from AltoVolo, except for personal use, such as saving a configuration for your own reference.
- 3. Vehicle Configurator:** The configurator enables you to customise specifications for the Sigma eVTOL aircraft. Configurations are provided for illustrative purposes only and do not constitute a binding offer or guarantee of availability, pricing, or delivery. AltoVolo is not liable for any inaccuracies in configurator outputs. Final specifications, pricing, and terms will be confirmed in a separate Aircraft Deposit Agreement and/or Aircraft Purchase Agreement. Final specifications and pricing will be confirmed upon order placement, and material changes may entitle you to a refund as detailed in the Aircraft Deposit Agreement.
- 4. User Responsibilities:** You agree not to submit or transmit any content that is unlawful, defamatory, or infringes on third-party rights. You are responsible for the accuracy of any information provided and must ensure compliance with these terms. You agree to keep order details confidential, except as required by law, as further detailed in any Aircraft Deposit or Purchase Agreement.
- 5. Privacy:** Your use of the website is subject to our Privacy Policy, which governs the collection and use of your personal data. Please review it on our website.
- 6. Limitation of Liability:** The website and configurator are provided on an "as is" and "as available" basis. To the fullest extent permitted by law, AltoVolo disclaims liability for any errors, interruptions, or damages arising from your use of the website or configurator, including but not limited to indirect, incidental, or consequential damages. Nothing in these terms limits liability for death or personal injury caused by negligence, fraud, or



violations of mandatory consumer protection laws (e.g., UK Consumer Rights Act 2015, US FTC rules, EU Consumer Rights Directive).

7. **Third-Party Links:** The website may contain links to third-party websites. AltoVolo is not responsible for the content, accuracy, or practices of such websites. Your use of third-party websites is at your own risk.
8. **Amendments:** AltoVolo may revise these terms at any time. Updated terms will be posted on the website, and your continued use constitutes acceptance of the revised terms.
9. **Governing Law and Jurisdiction:** These terms are governed by the laws of England and Wales. Any disputes arising under these terms shall be subject to the exclusive jurisdiction of the courts of England and Wales. For questions, contact us at info@altovolo.com.

TERMS AND CONDITIONS FOR DEPOSITS AND ORDERS

These terms apply to the payment of an Application Fee of £860 (or the equivalent USD or EUR value on the date of payment), an Initial Deposit of 5% of the total order value, and a Second Deposit of 60% of the total order value (the Initial Deposit and Second Deposit together, the “**Deposit**”; the Application Fee and Deposit collectively, the “**Payments**”) and placement of an order for a Sigma eVTOL aircraft configured on www.altovolo.com, operated by BDI Design Limited, trading as AltoVolo. These terms supplement the Website and Configurator Terms above, which you have accepted, and govern the order process. They are intended to comply with applicable consumer laws as detailed in the Aircraft Deposit Agreement.

1. **Application Fee and Deposit Payment:** To initiate an order, you must first pay a non-refundable Application Fee of £860 or the equivalent USD or EUR value on the date of payment (the “**Application Fee**”), which processes your application and secures preliminary review. This is followed by payment of a non-transferable Initial Deposit of 5% of the total order value (the “**Initial Deposit**”) upon signing the Aircraft Deposit Agreement, and then when AltoVolo has completed flight testing and the majority of the vehicle certification process for the Sigma aircraft, a Second Deposit of 60% of the total order value (the “**Second Deposit**”) upon receipt of written notice from AltoVolo. All Payments are credited toward the total purchase price under the Aircraft Purchase Agreement. The Application Fee is not a deposit and will be deducted from the balance only if the Initial Deposit is paid; otherwise, it is retained by AltoVolo. You are responsible for providing accurate payment information and ensuring sufficient funds. Payments are processed securely through our designated payment provider. The Initial Deposit may be used for general business purposes and is at risk, as disclosed in the Aircraft Deposit Agreement. The Second Deposit will not be used for general business purposes. AltoVolo will request Know Your Customer (KYC) checks at least 14 days prior to sending the Aircraft Deposit Agreement. This may require you to provide documents such as government-issued ID, proof of address, and evidence of funds. You must complete and return the KYC form within 14 days of receipt. If you fail to complete or pass these checks (e.g., due to incomplete information or red flags), the Application Fee may be forfeited as it covers processing and compliance costs, subject to any mandatory refund rights under applicable law (e.g., UK CRA, EU Directive, ACL). You will be provided with the results of the checks upon request to ensure transparency.
2. **Refund Policy:** The Application Fee is non-refundable except as required by applicable consumer protection laws (e.g., UK Consumer Rights Act 2015, US FTC rules, EU Consumer Rights Directive). The Initial Deposit and



Second Deposit are refundable only in the following circumstances: - AltoVolo cancels your order due to its inability to fulfil it, such as production constraints, regulatory issues, or force majeure events. - The final aircraft specifications or pricing materially differ from those agreed at the time of Initial Deposit, and you notify AltoVolo in writing within seven (7) days of receiving notice of such changes, rejecting them. - As otherwise required by applicable consumer protection laws (e.g., UK Consumer Rights Act 2015, US FTC rules, EU Consumer Rights Directive). Refunds will be processed to the original payment method within fourteen (14) days of the qualifying event, or as otherwise required by law. If you cancel the order or fail to complete the full payment (including the Second Deposit) by the agreed deadline, the Deposit shall be forfeited and become non-refundable, subject to any mandatory refund rights under applicable law (e.g., cooling-off periods or forfeiture limits). The Application Fee remains non-refundable in such cases. The Application Fee is non-refundable except where required by law or if KYC checks cannot be completed due to AltoVolo's fault (e.g., system errors).

3. **Order Process:** Upon payment of the Application Fee, AltoVolo will review and confirm eligibility. KYC checks will be requested at least 14 days before the Deposit Agreement is sent. Upon Initial Deposit payment, AltoVolo will confirm your order slot and details, including final pricing, specifications, and estimated delivery timelines. Orders are subject to availability, production capacity, and regulatory approvals. You may be required to enter into a separate Aircraft Purchase Agreement before production begins. AltoVolo reserves the right to reject or modify orders if specifications cannot be met. Prior to paying the Application Fee, you must explicitly accept these Terms and Conditions, including the KYC process, via a checkbox on the website at checkout. Failure to do so may result in your payment being rejected or refunded (less any processing fees permitted by law).
4. **Delivery Timelines:** Estimated delivery timelines are provided in good faith but are not guaranteed. Delays due to production, supply chain issues, regulatory approvals, or other factors beyond AltoVolo's control do not entitle you to a refund unless AltoVolo cancels the order or as required by law (e.g., significant delays under US FTC rules or UK Consumer Rights Act). AltoVolo will provide notice of any force majeure events affecting delivery.
5. **Liability:** To the fullest extent permitted by law, AltoVolo is not liable for any indirect, incidental, or consequential damages arising from the order process, except as expressly provided in these terms. Nothing in these terms limits liability for death or personal injury caused by negligence, fraud, or violations of mandatory consumer protection laws (e.g., UK Consumer Rights Act 2015, US FTC rules, EU Consumer Rights Directive).
6. **Assignment:** AltoVolo may assign or transfer these terms without your consent, provided it does not materially disadvantage you, with notice as required by law.
7. **Amendments:** AltoVolo may revise these terms at any time. Updated terms will apply to any subsequent orders or deposits and will be posted on the website. Amendments will not apply retroactively to fees already paid unless you explicitly consent (e.g., via email confirmation).
8. **Governing Law and Jurisdiction:** These terms are governed by the laws of England and Wales. Any disputes arising under these terms shall be subject to the exclusive jurisdiction of the courts of England and Wales. For questions, contact us at info@altovolo.com.



These terms incorporate by reference the Aircraft Deposit Agreement and Aircraft Purchase Agreement, which will govern upon signing.