

*Note: This English version of the terms and conditions is a provisional translation of the terms and conditions in Japanese for reference purposes only and the Japanese version is considered to be authentic. In the event of any discrepancy between the two versions, the Japanese version shall be used to interpret the provisions.*

## Terms and Conditions of Class II UAS certification Inspection by NIPPON KAIJI KYOKAI

With regard to an application for Class II UAS certification inspection submitted to NIPPON KAIJI KYOKAI (hereinafter referred to as the "Society"), a natural person or a legal entity making such application to the Society (hereinafter referred to as the "Applicant") shall be dealt with in accordance with the "Terms and Conditions of Class II UAS certification Inspection by NIPPON KAIJI KYOKAI (hereinafter referred to as the "Terms")." Please make sure to read the Terms and accept them before making an application. The Applicant is deemed to have consented to the Terms once the application for inspection is submitted to the Society.

### 1. Use of Personal Information

Personal information provided by the Applicant is managed and used properly in accordance with the ["Policy and Purpose of Use for the Protection of Personal Information"](#) separately established by the Society.

### 2. Inspections Conducted by the Society

The Society conducts inspections for Class II UAS certification as follows. Inspections for UAS models that have not obtained Type Certification or do not fall under the following categories cannot be accepted.

#### ① New Inspections for Class II UAS certification

- (i) UAS models that have obtained Type Certification (UAS that have not been put into service)
- (ii) UAS models that have obtained Type Certification (UAS that have been put into service): Limited to those that have undergone maintenance, etc., by the designer, etc.

#### ② Renewal Inspections for Class II UAS certification

Limited to those that have undergone maintenance, etc., by the designer, etc.

### 3. Inspection Fees

The fees for UAS certification inspections conducted by the Society are as follows:

New (New Aircraft)	3,080 JPY (2,800 JPY excluding tax)
Renewal and New (Used Aircraft*)	8,140 JPY (7,400 JPY excluding tax)

\* Used aircraft refers to UAS that have been put into service or have been registered for more than one month.

### 4. Procedure for Inspection

The Society proceeds with the inspection procedures as follows:

- ① The Applicant applies for UAS certification through the Drone/UAS Information Platform System (DIPS2.0), selecting "Nippon Kaiji Kyokai General Incorporated Foundation" as the desired Inspection Organization.
- ② After the Society receives a request for inspection commencement from the Ministry of Land, Infrastructure, Transport and Tourism, the Society sends the application form to the Applicant.
- ③ The Applicant fills in the necessary information on the application form and sends it to the Society (uav-inspection@classnk.or.jp).
- ④ After confirming the application form, the Society sends an invoice for the inspection fees to the Applicant.
- ⑤ The Applicant pays the specified amount to the Society.
- ⑥ Upon confirmation of payment, the Society commences the inspection. During the inspection process, we may request the applicant to amend the submitted documents or other related materials as necessary.
- ⑦ Upon completion of the inspection, the Society will notify the Ministry of Land, Infrastructure, Transport and Tourism of the completion of the inspection.
- ⑧ Following the procedures at the Ministry of Land, Infrastructure, Transport and Tourism, the applicant will receive the UAS certification Certificate.

### 5. Cancellation and Refund

In case where the Applicant or the Society commits any of the following acts (the applicable party is hereinafter referred to as the "Applicable Party"), the other party (hereinafter referred to as the "Non-applicable Party") shall be able to turn down the application or to suspend the inspection immediately without any notice or demand:

- ① to cause damage on the Non-applicable Party for any reason attributable to the Applicable Party; and
- ② to undergo a dissolution not through mergers.

Please note that a flat administrative fee of 2,300 yen will be charged for refunds.

#### 6. Elimination of Relationship with Anti-social Forces

The Society does not accept an application for Class II UAS Aircraft Certificate inspection from any companies or persons related to anti-social forces (an organized crime group, a member of an organized crime group, an associate member of an organized crime group). The Society immediately suspends the inspection and terminates the Terms without any demand in case where the Society deems that the Applicant falls under those related to anti-social forces as stipulated above. In case where the Terms are terminated in accordance with the Article, (i) the terminated party shall compensate the other party for any damages incurred by the other party, and (ii) the terminated party shall not make any claims to the other party for any damages caused by the termination.

#### 7. Disclaimer

IT IS TO BE NOTED THAT THE SOCIETY IS NOT LIABLE FOR ANY SUSPENSION OR DELAY OF INSPECTIONS DUE TO EARTHQUAKE, FIRE OR ANY OTHER UNAVOIDABLE CONSEQUENCES.

#### 8. Change of the Terms

The Society may change the Terms without any prior notice. The latest version of the Terms is posted on the Society's website immediately after the change. The Terms latest at the time of the application continue to be applicable to the Aircraft Certificate inspection applied for before the change.

#### 9. Consultation on the Terms

Any matter not stipulated in the Terms or any doubt arising with respect to the interpretation of any provision of the Terms shall be resolved upon mutual consultation between both parties.

#### 10. Governing Law and Jurisdiction

The laws of Japan shall be applied to the Terms as the governing law.

Any dispute arising between the Applicant and the Society shall be subject to the exclusive jurisdiction of the Tokyo District Court in the first instance.

#### 11. Effective Date

These Terms shall become effective on June 13, 2024.