

### Limited warranty

The Supplier warrants that the delivered items will be free from defects in workmanship and materials for a period of twelve (12) months from the date that the item was first purchased by the client. During the Warranty Period, should the covered Product, in the Supplier's sole opinion, malfunction due to any defect in material and/or workmanship, the Client's sole remedy and the Supplier's sole liability shall be, at Supplier's option, to either repair or replace the malfunctioning Product with a similar product at no charge, or if repair or replacement is not possible, issue a credit note; provided that the malfunctioning Product is returned in accordance with the support and repair form together with all required flight logfiles, with proof of purchase in the form of the Client's original copy of the sales receipt, within the applicable Warranty Period.

Warranty does not apply, without limitation, in case: a) the delivered items are not stored, maintained or used according to their specifications, b) the delivered items are damaged due to carelessness, misuse, negligence, or wrong use by the user, c) of defects due to normal wear and tear including, but not limited to, normal degradation, misuse, moisture or liquids, dust, proximity or exposure to heat, contact with chemical agents, salt water, or other corrosive agents, accidents, excessive strain, abuse, neglect, misapplication, repairs or modifications made by third party other than senseFly, repairs made with used, reconditioned or non-OEM components, damage due to pilot error (associated, for example, with the use of manual, assisted or interactive flight modes), damage occurred while an encryption mode is in use, damage due to take-off or landing location with obstacles, damage due to low altitude or close object flight, damage due to lack or absence of data radio connection, damage due to strong wind, rain, water, humidity, corrosion, condensation, salt or other causes for which senseFly is not answerable and d) failure to properly update the flight control software and firmware. Any claim related to in-flight malfunction of the Product will be considered by senseFly only if accompanied with all related flight logfiles. Battery cells are excluded from warranty after first use.

The warranty shall be subject to the condition that the Client submits the Product, every 100 hours of Product flight, to the Supplier or to a Supplier-Authorized Service Center (ASC) for a service in accordance with maintenance schedules and service instructions available at Client's account on <https://my.sensefly.com>. A service may be performed in advance provided however that the next service is performed within the above-mentioned time interval. It is the Client's own responsibility to monitor the number and duration of flights and decide when the maintenance check must be performed.

Any cost in relation with scheduled maintenance and service instructions, other than the return shipping costs, shall be borne by the Client only. The Product is always shipped at Client's sole risk, even in case of free delivery. The Supplier is responsible for loss or damage to the Product only when the Product is in the Supplier's premises.

The Client shall make available to the Supplier, at the Supplier's request, all data regarding the Product's flight and maintenance parameters. The Client further agrees and acknowledges that the Supplier is entitled, at any time, to access, analyze and use all data available on the Client's Account regarding the flight and maintenance parameters. If such data are not available for a reason over which the Supplier has no control or responsibility, including but not limited to an external service provider issue, network fault or power failure, the Supplier is under no obligation to provide the Limited Warranty coverage until such data is made available.

It is the Client's responsibility to check that the Product's airworthiness and level of maintenance are compliant with applicable requirements under local laws and regulations. Additional maintenance may be required by international or governmental authorities and the Client should

make any and all necessary checks before operating the Product.

There are no express or implied warranties, representations or conditions other than those stated in this Limited Warranty. This Limited Warranty is made in lieu of all other warranties, representations or conditions, whether expressed or implied, including without limitation, merchantability or fitness for a specific purpose.

The remedy set forth herein shall be the sole, exclusive remedy with respect to the Product.

#### Limitation of liability

UNDER NO CIRCUMSTANCES WILL THE SUPPLIER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (EVEN IF THE SUPPLIER IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES) INCLUDING, BUT NOT LIMITED TO, ANY CRASH OR DAMAGES CAUSED BY THE CLIENT OR A THIRD PARTY WHILE OPERATING OR USING THE PRODUCT(S) (INCLUDING SIMULTANEOUS FLIGHTS OF PRODUCTS USING A SINGLE INSTANCE OF THE SOFTWARE, ENCRYPTION MODE) AND ANY DAMAGES CAUSED BY FAILURE OF THE AUTOPILOT, ELECTRONICS OR SOFTWARE (EVEN IF CAUSED BY A MALFUNCTION OF THE PRODUCT, AUTOPILOT, ELECTRONICS OR SOFTWARE), ANY LOSS OF REVENUE, LOSS OF PROFIT, OR LOSS OF DATA WHETHER BASED UPON ANY ALLEGED BREACH OF WARRANTY, REPRESENTATION OR CONDITION, CONTRACT, OR ANY OTHER CONDUCT INCLUDING NEGLIGENCE (INTENTIONAL OR OTHERWISE), GIVING RISE TO SUCH CLAIM. THE CLIENT SHALL NOT OPERATE THE PRODUCT(S) IN AREAS OR UNDER CIRCUMSTANCES WHERE A FAILURE COULD CAUSE DAMAGES AND/OR HARM TO PEOPLE, PROPERTY AND/OR ANIMALS.

