



## **Innoflight International Pty Ltd ACN 636 183 090 – Conditions of Supply**

Our conditions of supply ("Conditions") are set out below. These Conditions govern our relationship with our customers and should be read carefully. By placing an order with Innoflight and accepting delivery of the Goods, you agree that these Conditions are incorporated into the Contract and govern our legal relationship.

Any order made by you is not binding on Innoflight until accepted by us in writing. Any quotation issued by Innoflight is not and will not be construed as an offer capable of acceptance by you. No terms stated by you in making an order will be binding upon Innoflight unless accepted in writing by a duly authorised officer of Innoflight. Innoflight reserves the right, in its sole discretion, to decline any order or part thereof.

A Contract will only be formed between you and Innoflight upon the acceptance of your order and the issue of a written Contract Schedule by Innoflight in respect of the sale and supply of the Goods to you.

These Conditions supersede all terms and conditions of supply previously issued by Innoflight.

### **1 Definitions**

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In these Conditions:

- (a) "Innoflight", "we", "us" means Innoflight International Pty Ltd ACN 636 183 090.
- (b) "Buyer" or "you" means any person, body corporate or entity which purchases or orders the Goods from Innoflight.
- (c) "Conditions" means these terms and conditions for the supply of the Goods by Innoflight to the Buyer, as amended or varied in writing by Innoflight.
- (d) "Contract" means a contract between Innoflight and the Buyer for the sale of the Goods including the Contract Schedule and these Conditions.
- (e) "Contract Schedule" means the document or correspondence between Innoflight and the Buyer confirming details of the Goods, specifications, price, delivery address and date, and all other relevant details with respect to the sale of the Goods by Innoflight to the Buyer.
- (f) "Goods" means all goods delivered by Innoflight to the Buyer or to be delivered by Innoflight to the Buyer.
- (g) "GST" means goods and services tax as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## **2 Governing law & submission to jurisdiction**

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- (a) These Conditions and the Contract will be governed by and interpreted in accordance with the laws of the State of Queensland, Australia.
- (b) Each party to the Contract irrevocably agrees that the Courts of Queensland, Australia shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with the Contract, including any question regarding its existence, validity, formation or termination, or in connection with the Goods, including any question regarding their quality or condition. For these purposes, each party irrevocably submits to the jurisdiction of the Queensland courts.
- (c) The parties agree that the provisions of the *United Nations Convention on Contracts for the International Sale of Goods 1980* do not apply to the Contract.

## **3 Agreement to buy and sell**

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- (a) In return for payment of the price specified in the Contract Schedule, Innoflight sells and the Buyer buys the Goods on the terms of this Contract (including these Conditions).
- (b) Unless stated otherwise, the price is exclusive of GST. The Buyer must pay the price, plus the requisite GST, in relation to each order to Innoflight on or before the date specified in the Contract Schedule.

## **4 Delivery of Goods**

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- (a) Innoflight must use its best endeavours to deliver the Goods to the location specified in the Contract Schedule no later than the date specified for delivery of the Goods in the Contract Schedule. Unless Innoflight expressly advises in writing, the price for any Goods does not include the costs of delivery of the Goods and all costs, charges or expenses incurred by Innoflight in relation to delivery are payable by the Buyer.
- (b) The Buyer must take out and maintain an insurance policy against damage or destruction of the Goods in transit for full replacement value at the Buyer's expense. If requested by the Buyer, Innoflight may arrange for such insurance at the Buyer's expense (but is not obliged to do so).
- (c) Innoflight must ensure each order is safely and securely packed for transportation to the Buyer having regard to:
  - (i) the fragility of the Goods;
  - (ii) the distance the Goods are likely to travel; and
  - (iii) the method of transportation used to transport the Goods.
- (d) Innoflight will not be liable in any way for any failure or delay in delivery or for any loss or damage resulting directly or indirectly from any failure or delay in delivery of the Goods irrespective of whether such failure or delay is negligent or within Innoflight's control or otherwise.
- (e) The Buyer is liable for all export or import duties, imposts, taxes or levies imposed by any government agency or authority in respect of the Goods.

## **5 Risk and title**

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- (a) Risk in the Goods passes to the Buyer upon dispatch of the Goods by Innoflight and from that time the Buyer assumes all risk of loss and damage to the Goods including without limitation all loss or damage in the course of unloading the Goods following delivery.
- (b) Notwithstanding any other provisions in these Conditions and notwithstanding that the Buyer has possession of the Goods, title to any and all Goods supplied by Innoflight will remain with Innoflight and no legal or equitable interest or property in the Goods whatsoever will pass to the Buyer until the Buyer has paid the full invoice price for all Goods supplied by Innoflight under all invoices.

## **6 Acknowledgments and undertakings**

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- (a) The Buyer acknowledges and agrees:
  - (i) the Goods are acquired for business purposes and are not intended to be used for personal or household use;
  - (ii) the Buyer has made its own inquiries regarding the suitability and fitness for purpose of the Goods and the Buyer has not relied on any representations or warranties except as set out in the Contract Schedule or otherwise provided in writing by Innoflight;
  - (iii) the supply of Goods to the Buyer does not constitute a transfer of any intellectual property rights in the Goods or any part thereof. The Buyer must not do anything inconsistent with or in infringement of such intellectual property rights. Innoflight does not warrant that the supply by it and the use by the Buyer of the Goods does not and will not infringe the intellectual property rights of any third party;
  - (iv) the Buyer is solely responsible for the safe and lawful use of the Goods by the Buyer (including compliance with all laws in force in the place that the Goods are used or intended to be used, including obtaining all relevant regulatory approvals or certifications relating to the Goods or their use); and
  - (v) failure by the Buyer to read and follow all instructions, warnings, safety directives, manuals and guidelines from time to time provided or issued by Innoflight may result in product loss, serious injury or damage to the Goods.
- (b) The Buyer undertakes that it will:
  - (i) comply with all relevant laws and regulatory requirements regarding the use and maintenance of the Goods;
  - (ii) comply with all instructions, warnings, safety directives, manuals and guidelines from time to time provided or issued by Innoflight with respect to the use and maintenance of the Goods;
  - (iii) not in anyway, modify the Goods without Innoflight's prior written consent or use the Goods in any manner other than in accordance with Innoflight's intended or recommended use;
  - (iv) exercise reasonable care, skill and diligence with respect to the use and maintenance of the Goods;
  - (v) not use or operate the Goods in any way that may foreseeably result in harm, damage or destruction to property or people; and

- (vi) immediately cease use or operation of the Goods if the Buyer believes, or has reason to believe that the Goods, are or may be defective, damaged or in any way unsafe and immediately report the matter to Innoflight.
- (c) The Buyer hereby agrees to indemnify, and keep indemnified, Innoflight against all demands, claims, action, suits, proceedings, litigation, investigations or disputes made or brought by or against Innoflight, in an way related or caused (either directly or indirectly) by the Buyer's breach of the above undertakings.

## **7 Limited warranty**

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- (a) Nothing contained in this clause 7 is intended to limit the rights of the Buyer to the extent that the Buyer is a "consumer" within the meaning of the *Competition and Consumer Act 2010* and has the benefits of the Consumer Guarantees contained in Part 3.2 of the *Australian Consumer Law*. The rights of the Buyer under this clause 7 are in addition to any rights that the Buyer has at law (except to the extent that such rights may be lawfully excluded by the agreement of the parties).
- (b) Innoflight warrants that the Goods will be free from defects in material and workmanship and materially conform to their applicable specifications for a period of sixty (60) days from the date of delivery of the Goods ("Warranty Period"), provided that the Goods are operated under normal conditions and in accordance with their applicable specifications during the Warranty Period ("Warranty").
- (c) Innoflight's Warranty does not include or cover:
  - (i) crash or fire damage caused by non-manufacturing factors, including but not limited to, pilot errors;
  - (ii) damage caused by unauthorized modification or disassembly not in accordance with Innoflight's instructions or manuals;
  - (iii) water damage or other damages caused by improper installation, incorrect use, or operation not in accordance with Innoflight's instructions or manuals;
  - (iv) damage caused by flights which did not follow Innoflight's instruction manual recommendations or guidance;
  - (v) damage caused by operation of the Goods in inclement weather including but not limited to strong winds, rain, sand/dust storms, etc;
  - (vi) damage caused by operating the Goods in an environment with electromagnetic interference including but not limited to close to radio transmission towers, high-voltage wires, substations, etc;
  - (vii) damage caused by operating the Goods in an environment suffering from interference from other wireless devices including but not limited to transmitters, video-downlinks, Wi-Fi signals, etc;
  - (viii) damage caused by operating the Goods at a weight greater than the safe takeoff weight, as specified by Innoflight;
  - (ix) damage caused by attempting to operate the Goods with knowingly damaged, defective or worn components, or where the operator should have reasonably known or suspected the relevant components were damaged, defective or worn; and
  - (x) damage caused by operating the Goods with a low-charged or defective battery.

- (d) Subject to any condition, warranty or right implied or imposed by the *Competition and Consumer Act 2010* or any other law which cannot by law be excluded by agreement, except for the Warranty explicitly provided for in clause 7(b), Innoflight gives no warranties regarding the Goods and all other implied or imposed conditions, warranties and rights are excluded. Where any condition, warranty or right is implied or imposed by law and cannot be excluded, Innoflight limits its liability for breach of that implied or imposed condition, warranty or right to the fullest extent permitted by law.
- (e) Subject to the qualifications in section 64A of the *Australian Consumer Law* or any other applicable law, Innoflight's liability in respect of the Warranty or for any breach of any implied or imposed condition, warranty or right in connection with the supply of the Goods is limited to one or more of the following (at the election of Innoflight):
  - (i) replacement of the Goods or supply of goods equivalent to the Goods;
  - (ii) repair of the Goods;
  - (iii) payment of the cost of replacing the Goods or acquiring goods equivalent to the Goods;
  - (iv) payment of the cost of having the Goods repaired.
- (f) Subject to any right or obligation of the Buyer which cannot by law be excluded by agreement, the parties agree despite any implication arising from any other provisions of these Conditions:
  - (i) Innoflight is not liable to the Buyer, its servants, agents or contractors, in contract, in tort (including negligence), under any statute (to the fullest extent permitted by law) or otherwise for, or in respect of, any indirect or consequential loss or damage including without limitation financial loss or expense including loss of opportunity, special damages, incidental damages, punitive damages, indirect or consequential damages, loss of profits or loss of goodwill suffered by the Buyer or any other person arising directly or indirectly out of or in any way attributable to the Goods, or their delivery, or the performance of the Contract for the sale of the Goods upon these Conditions even if that loss or damage was in the contemplation of the parties at the time of entry into the Contract;
  - (ii) Innoflight is not liable to the Buyer, its servants, agents or contractors, in contract, in tort (including negligence), under any statute (to the fullest extent permitted by law) or otherwise for, or in respect of third party claims against the Buyer for damages, loss, damage or disclosure of the Buyer's data, or the loss or destruction of any other material or equipment of the the Buyer, its servants, agents or contractors including any payload, accession or similar; and
  - (iii) the aggregate liability of Innoflight in contract, in tort (including negligence), under statute (to the fullest extent permitted by law) or otherwise for, or in respect of, any loss or damage arising directly or indirectly out of or in any way attributable to the Goods, or their delivery, or the performance of the Contract will not exceed the price of the Goods payable to Innoflight under the Contract.
- (g) Where Innoflight elects to replace the Goods under the Warranty, Innoflight will replace them as soon as possible with other Goods of the same or equivalent kind as the original Goods and otherwise upon the same terms and conditions as those to which the original Goods were subject.
- (h) If the Buyer suspects that the Goods are defective or otherwise subject to a claim under the Warranty, the Buyer may return the Goods to Innoflight together with any and all relevant

flight information, logs, photo(s), video(s), and a detailed statement indicating the Buyer's basis for suspecting that the Goods are defective. The Buyer is responsible for all costs of shipping, and handling. Innoflight is not responsible for insurance on the Goods at any time.

- (i) If the Buyer makes a claim under the Warranty, the Buyer must provide Innoflight with any and all relevant flight information, logs, photo(s), video(s), a detailed statement of the Buyer's basis for making the claim, and any other information reasonably requested by Innoflight. Innoflight is not liable under the Warranty until the above materials have been provided by the Buyer and Innoflight has had a reasonable opportunity to assess the claim

## **8 Payload Waiver**

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- (a) Innoflight does not warrant any payloads or attachments to their aircraft. Any payload attached is the sole responsibility of the Buyer. Under no circumstances is Innoflight responsible for any payload damages or damage to property caused by Innoflight aircraft.
- (b) By accepting these terms the Buyer understands that any payload attached to Innoflight aircraft is not the responsibility of Innoflight. Any potential payload damages caused by Innoflight aircraft is at the sole risk of the Buyer.

## **9 Severance**

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If anything in this document is unenforceable, illegal or void, it is severed and the rest of the Contract and Conditions remain in force.