



Innoflight International Pty Ltd ACN 636 183 090 – Conditions of Use

IMPORTANT INFORMATION RELATING TO USE.

Our conditions of use (“Conditions”) are set out below. These conditions govern the use of the goods manufactured by us and should be read carefully. By using the goods, you acknowledge and accept these conditions and agree to be bound accordingly.

1 Definitions

In these Conditions:

- (a) “Innoflight”, “we”, “us” means Innoflight International Pty Ltd ACN 636 183 090.
- (b) “Conditions” means these terms and conditions for the use of the Goods supplied by Innoflight.
- (c) “Goods” means all goods delivered by Innoflight to any person.
- (d) “User” or “you” means any person, body corporate or entity which uses Goods supplied by Innoflight.

2 Governing law & submission to jurisdiction

- (a) These Conditions will be governed by and interpreted in accordance with the laws of the State of Queensland, Australia.
- (b) Innoflight and the User irrevocably agree 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 use of the Goods, including any question regarding their quality or condition. For these purposes, each party irrevocably submits to the jurisdiction of the Queensland courts.

3 Acknowledgments and undertakings

- (a) The User acknowledges and agrees that:
 - (i) the Goods are acquired for business purposes and are not intended to be used for personal or household use;

- (ii) the User has made its own inquiries regarding the suitability and fitness for purpose of the Goods and the User has not relied on any representations or warranties made by any person;
 - (iii) the User does not have 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 use by the User of the Goods does not and will not infringe the intellectual property rights of any third party;
 - (iv) the User is solely responsible for the safe and lawful use of the Goods by the User (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 User 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 User 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 User 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 User's breach of the above undertakings.

4 Limited warranty

- (a) The rights of the User under the this clause 4 are in addition to any rights that the User 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 the Goods are first supplied by Innoflight to any person ("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) any payload/payloads attached to the aircraft.
 - (viii) 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;
 - (ix) damage caused by operating the Goods at a weight greater than the safe takeoff weight, as specified by Innoflight;
 - (x) 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
 - (xi) 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 law which cannot by law be excluded by agreement, except for the Warranty explicitly provided for in clause 4(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 any 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 User 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 User, 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 User or any other person arising directly or indirectly out of or in any way attributable to the Goods;
 - (ii) Innoflight is not liable to the User, 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 User for damages, loss, damage or disclosure of the User's data, or the loss or destruction of any other material or equipment of the the User, 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 will not exceed the price of the Goods payable to Innoflight under the contract for the supply of Goods.
- (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 User suspects that the Goods are defective or otherwise subject to a claim under the Warranty, the User may return the Goods to Innoflight together with any and all relevant flight information, logs, photo(s), video(s), and a statement indicating the User's basis for suspecting that the Goods are defective. The User is responsible for all costs of shipping, and handling. Innoflight is not responsible for insurance on the Goods at any time.
- (i) If the User makes a claim against Innoflight under the Warranty, the User must provide Innoflight with any and all relevant flight information, logs, photo(s), video(s) and a statement of the User's basis for making the claim. Innoflight is not liable under the Warranty until the above materials have been provided by the User and Innoflight has had a reasonable opportunity to review them.
- (j) The User acknowledges and agrees that these Conditions are reasonable and necessary to protect legitimate commercial interests of Innoflight.

5 Severance

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