



## Warranty

of MAVinci GmbH

As of: 4th February 2014

MAVinci hereby warrants to its customers that the product will be free from any defects in design, workmanship, materials and/or manufacture (the "claims under guarantee") for a period of twelve (12) months; 150 flight hours or 200 landings (whichever occurs first) following the date of delivery of the respective product (the "warranty period") in accordance with the following provisions:

In case the customer asserts claims under guarantee within the Warranty Period, the customer, at the sole discretion of MAVinci, shall be entitled to demand repair and/or subsequent delivery of a new product or a product given a general overhaul or reimbursement of the purchase price only. The costs of delivery of the product as well as any other costs connected with the repair or the subsequent delivery of the products shall be borne by MAVinci. However, if only a part of the product is defective, MAVinci is entitled to replace and/or repair only the defective part and shall not be obliged to deliver a new product.

The claims under guarantee shall not encompass the following parts of the product:

- all batteries contained in the system

Further claims of the customer, in particular claims for compensation, are excluded. Any other contractual and/or legal claims remain unaffected by this warranty.

Claims under Guarantee shall be applicable only if:

- the product does not show any damages or signs of exhaustion, due to improper use and/or any usage deviating from the instructions provided by MAVinci according to this user manual.
- the defect does not result from a crash landing attributable to the customer, including abuse, misuse or negligent acts.
- the product does not show any characteristics, implying the repair or other interferences by the customer or any other third party not authorized by MAVinci. (Repairs done during customer training and as parts of MAVinci's UAV operator training are automatically authorized.)
- no parts and no spare parts not originating from MAVinci or any other third party authorized by MAVinci have been integrated into the product.

- the serial number of the product has not been removed or disguised.
- the defect does not result from normal wear and tear, including but not limited to deterioration of the airframe, proximity and/or exposure to moisture, heat, cold, humidity, strong winds and/or rain during flights, excessive strain.
- the customer has complied with standard procedures prior to take-off such as usual verification of extreme weather conditions such as extreme heat, cold, strong winds, which affect the maneuverability and flight characteristics of the product.
- the customer uses the product during rain only with proper preparations.
- the damages do not result from take-offs or landings in locations with obstacles or low altitude flights.
- the customer does not operate the product in areas prohibiting the operation of unmanned aircrafts or where high obstacles, such as mountains, skyscrapers, electricity pylons and comparable obstacles, prohibit the use of the unmanned aircraft.

On enforcement of Claims under Guarantee, the customer

- has to send the defective product to MAVinci at his own expense. MAVinci will determine whether this is a case covered by the warranty. If no warranty is applicable MAVinci reserves the right to invoice a service fee.
- is able to present the original invoice receipt, including the purchase date relating to the product, which the customer claims to be defective.

Any claim under guarantee of the product will be considered by MAVinci only if accompanied by the related flight log and flight statistics. Claims under guarantee shall become time-barred after one (1) year following the recognizability of the defect. This warranty is governed by and construed in accordance with the laws of the Federal Republic of Germany. There are no express or implied warranties, representations or conditions other than those stated in this limited warranty.