

## POWERSVISION LIMITED WARRANTY

Please read this Limited Warranty carefully to understand your rights and obligations.

### 1. WHO MAY USE THIS LIMITED WARRANTY?

PowerVision Robot Corporation, located at 1875 South Grant Street, #520, San Mateo, California 94402 USA (“we” or “us”) extends this limited product warranty (“**Limited Warranty**”) covering the PowerVision product whose packaging contained this Limited Warranty (the “**Product**”) only to the consumer who originally purchased the Product (“**you**”). The Limited Warranty does not extend to any subsequent owner or other transferee of the Product.

### 2. WHAT IS COVERED UNDER THIS LIMITED WARRANTY?

This Limited Warranty covers defects in materials and workmanship of the components of the Product that are listed in the chart in Section 3 below (the “**Covered Components**”) for the Warranty Period (defined in Section 3 below) applicable to the Covered Component. This Limited Warranty **DOES NOT** apply to any Product that we determine:

- (a) has been used for commercial purposes (for example, rental or lease);
- (b) has been misused or damaged by accident or lack of normal care;
- (c) has been repaired, altered or otherwise tampered with in any way (for example, by removing or damaging the Product’s tamper-evident stickers and other indicators) other than by us or by one of our authorized service providers;
- (d) has been used other than in accordance with any and all the instructions and safety guidelines that accompany the product;
- (e) has not been properly maintained or stored; or
- (f) has failed due to use with other products not specifically approved by us for use in connection with the Product (including without limitation third-party batteries, propellers, software, frame attachments, stickers, lens caps and other accessories).

### 3. HOW LONG DOES THIS LIMITED WARRANTY LAST?

This Limited Warranty starts on the date of your purchase and lasts for the duration set forth below corresponding to the Covered Component (the “**Warranty Period**”). The Warranty Period is not extended if we repair or replace the Product:

<b>Covered Component</b>	<b>Warranty Period</b>
PCB Boards	12 months
Sensors	12 months

Gimbal Camera	6 months
Motor	6 months
Remote Controller	12 months
Battery	6 months and fewer than 200 charge cycles
Battery Charger	6 months

#### **4. HOW DO YOU OBTAIN WARRANTY SERVICE?**

To obtain warranty service, you must contact our support team during the Warranty Period to obtain a Return Merchandise Authorization (“**RMA**”) number. You may contact our support team by: (a) emailing us at support.us@powervision.me; (b) writing to us at the postal address set forth in Section 1; or (c) using any other means of reaching our support team that we may make available to you on our website or in our Vision+ mobile application. Your request for support must include the following information:

- (a) your first and last name;
- (b) the date you purchased the Product;
- (c) a copy of your receipt;
- (d) the serial number of your Product;
- (e) a description of the problem you are experiencing;
- (f) a description of the circumstances when the problem occurred; and
- (g) a flight log from when the problem occurred.

After you receive a RMA number, you must ship the Product to the address we provide and follow any additional return instructions relayed to you by our support team. No warranty service can be provided without a RMA number.

#### **5. WHAT SERVICES DO WE PROVIDE UNDER THIS LIMITED WARRANTY?**

If we determine, in our reasonable discretion, that you meet the requirements for warranty service set forth in Sections 2, 3 and 4, then we will repair or replace your Product as set forth in Section 5. With respect to any defective Product during the Warranty Period, we will, in our sole discretion, either: (a) repair or replace the Product (or the defective component) free of charge or (b) refund to you the purchase price you paid for the Product. If we elect to repair or replace the defective Product, we will pay for the shipping and handling fees associated with your shipping the Product to us and our returning the repaired Product or replacement product to you.

#### **6. OUR DISCLAIMER AND LIMITATION OF LIABILITY**

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS LIMITED WARRANTY WITH RESPECT TO THE APPLICABLE COVERED COMPONENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT AND WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, PRODUCT LIABILITY OR OTHERWISE. THIS LIMITATION WILL APPLY EVEN IF WE HAVE BEEN ADVISED OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **7. INTERPRETING THIS LIMITED WARRANTY**

This Limited Warranty will be construed under and governed by the laws of the State of California, U.S.A. This document sets forth the only and entire warranty that we offer to you with respect to your Product and no Product documentation or other materials are intended to, or will be interpreted to provide, any additional warranty.