

# Digital Aerolus, Inc.

## Limited Warranty

*For Digital Aerolus Branded Product Only*

IMPORTANT: BY USING YOUR PRODUCT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE DIGITAL AEROLUS, INC. ("Company") LIMITED WARRANTY ("WARRANTY") AS SET OUT BELOW. DO NOT USE YOUR PRODUCT UNTIL YOU HAVE READ THE TERMS OF THE WARRANTY. IF YOU DO NOT AGREE TO THE TERMS OF THE WARRANTY, DO NOT USE THE PRODUCT AND RETURN IT WITHIN THE LONGER OF 14 DAYS OR THE RETURN PERIOD OF THE JURISDICTION IN WHICH YOU PURCHASED THE PRODUCT OR THE PERIOD AGREED WITH THE AUTHORIZED DISTRIBUTOR WHERE YOU PURCHASED IT, FOR A REFUND. RETURNED PRODUCTS ARE SUBJECT TO A 25% RESTOCKING FEE.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). OTHER THAN AS PERMITTED BY LAW, THE COMPANY DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR COUNTRY, PROVINCE OR STATE.

### WARRANTY LIMITATIONS SUBJECT TO CONSUMER LAW

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. COMPANY DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, COMPANY LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT COMPANY'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

## WHAT IS COVERED BY THIS WARRANTY?

Except as discussed in the section titled “WHAT IS NOT COVERED BY THIS WARRANTY”, the Company warrants the hardware product and accessories contained on the original invoice (“Product”) against defects in materials and workmanship when used normally in accordance with the Company’s published guidelines for your product for a period of 90 days from the date of delivery of the Product (“Warranty Period”). The Company’s published guidelines include but are not limited to information contained in technical specifications, user manuals and service communications. **Your use of the Product at any time by someone who is not an Official Pilot voids the warranty. Furthermore, You agree that for the Warranty to be effective, training specific to Your Product must be completed by the person or persons who are authorized by You to use the Product (after completing the Training the authorized user is referred to herein as an “Official Pilot”) by completing the training and certification protocol offered by the Company at time of purchase (“Training”). Upon completion of Training the person becomes an Official Pilot.** Purchases of identical Products in the future do not require an Official Pilot to complete Training again. However, additional persons who wish to operate the Product, and who have not previously completed Training, will be required to become an Official Pilot in order for the warranty to be effective while that person is operating the Product. (NOTE: Training Official Pilots may require costs to the Buyer above the cost of the Product.)

## WHAT IS NOT COVERED BY THIS WARRANTY?

This Warranty does not apply to any non-Company manufactured hardware products and components or to any software, even if packaged or sold with Company hardware. Manufacturers, suppliers, or publishers, other than the Company, may provide their own warranties to you – and the Company may ask you to contact them for further information regarding enforcing those warranties. Software distributed by the Company with or without the Product (including, but not limited to system software) is not covered by this Warranty. Please refer to the software licensing agreement accompanying the software for details of your rights with respect to its use. The Company does not warrant that the operation of the Product will be uninterrupted or error-free. The Company is not responsible for damage arising from failure to follow instructions relating to the Product’s use.

**Additionally, this Warranty does not apply: (a) to consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless premature failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports unless premature failure has occurred due to a defect in materials or workmanship; (c) to damage caused by use with a third party component or product that does not meet the Product’s specifications**

**(Product specifications are contained in technical specifications, user manuals and service communications accompanying the Product at time of sale, and may be updated at the Company's web site at [www.DigitalAerolus.com](http://www.DigitalAerolus.com)); (d) to damage caused by accident, abuse, misuse, fire, liquid contact, earthquake or other external cause; (e) to damage caused by operating the Product outside the Company's published guidelines; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of the Company or a Company Authorized Service Provider or You in connection with the Company's DIY parts service program; (g) to a Product that has been modified to alter functionality or capability without the written permission of the Company including, but not limited to, software or hardware added to any part of the products, components or software you purchased from the Company (eg. Software added to the video display device); (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the Product; (i) if any serial number has been removed or defaced from the Product; or (j) if the Company receives information from relevant public authorities that the product has been stolen or if you are unable to deactivate passcode-enabled or other security measures designed to prevent unauthorized access to the Product, and you cannot prove in any way that you are the authorized user of the product (eg. by presenting proof of purchase).**

#### PURCHASER ("YOUR")/END-USER RESPONSIBILITIES

IF YOUR PRODUCT IS CAPABLE OF STORING IMAGES, VIDEO SOFTWARE PROGRAMS, DATA AND OTHER INFORMATION, YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE INFORMATION CONTAINED ON THE STORAGE MEDIA TO PROTECT THE CONTENTS AND AS A PRECAUTION AGAINST POSSIBLE OPERATIONAL FAILURES.

Before receiving warranty service, the Company or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow the Company's procedures for obtaining warranty service. Before submitting your Product for warranty service you should maintain a separate backup copy of the contents of its storage media, remove all personal information that you want to protect and disable all security passwords.

DURING WARRANTY SERVICE IT IS POSSIBLE THAT THE CONTENTS OF THE PRODUCT'S STORAGE MEDIA WILL BE LOST, REPLACED OR REFORMATTED. IN SUCH AN EVENT THE COMPANY AND ITS AGENTS ARE NOT RESPONSIBLE FOR ANY LOSS OF IMAGES, VIDEOS, SOFTWARE PROGRAMS, DATA OR OTHER INFORMATION CONTAINED ON THE STORAGE MEDIA OR ANY OTHER PART OF THE PRODUCT SERVICED.

Following warranty service your Product or a replacement device will be returned to you as your Product was configured when originally purchased, subject to applicable updates. You will be responsible for reinstalling all other software programs, data and information. Recovery and reinstallation of other software programs, data and information are not covered under this Warranty.

### WHAT WILL DIGITAL AEROLUS DO IN THE EVENT THE WARRANTY IS BREACHED?

If during the Warranty Period you submit a claim to the Company or an authorized agent in accordance with this warranty, the Company will, at its option:

- (i) repair the Product using new or previously used parts that are equivalent to new in performance and reliability,
- (ii) replace the Product with the same model (or a product that has similar functionality) formed from new and/or previously used parts that are equivalent to new in performance and reliability, or
- (iii) exchange the Product for a next generation product in accordance with the Company's upgrade or exchange programs and policies.

The Company may request that you replace certain user-installable parts as part of the Company's Do-it-yourself ("DIY") parts service program. A replacement part, including a DIY part that has been installed in accordance with instructions provided by the Company, assumes the remaining term of the Warranty Period. When a Product or part is replaced or a refund provided, any replacement item becomes your property and the replaced or refunded item becomes the Company's property.

### HOW TO OBTAIN WARRANTY SERVICE?

Please access and review the online help resources which may be available at [www.DigitalAerolus.com](http://www.DigitalAerolus.com) and locate the help resources section or call our customer service line at 800-894-3616, extension 1, before seeking warranty service. If the Product is still not functioning properly after making use of these resources, please contact the Company at 800-894-3616, extension 1. A Company representative will respond to the contact information you provide within two (2) business days. You will be required to read certain information from the unit, such as the serial number, which will help the Company to determine the next course of action. You may be required to return the Product as part of the Warranty service.

### WARRANTY SERVICE OPTIONS

The Company will provide warranty service through one or more of the following options:

(i) Mail-in service. If the Company determines that your Product is eligible for mail-in service, the Company will send you instructions on where to take your unit to obtain waybills and if applicable, packaging material and instructions on how to properly pack and address your product. Instructions may be sent to you via email or in hard copy with packaging material. Once the Product has been assessed by the Company, you will be notified as to the manner of the Company fulfilling its warranty service which could include repairing the Product with new or refurbished parts or a replacement of the Product with a new or refurbished Product with substantially the same functionality as the Product you returned to us. Once service is complete, the Company will return the Product to you. If the Product is covered under the warranty, the Company will pay for shipping to and from your location if all instructions regarding the method of packaging and shipping the Product are followed.

(ii) Do-it-yourself (DIY) parts service. DIY parts service allows you to service your own Product. If DIY parts service is available in the circumstances, the following process will apply.

(a) Service where the Company requires return of the replaced Product or part. The Company may require a credit card authorization as security for the retail price of the replacement Product or part and applicable shipping costs. If you are unable to provide credit card authorization, DIY parts service may not be available to you and the Company will offer alternative arrangements for service. The Company will ship a replacement Product or part to you with installation instructions, if applicable, and any requirements for the return of the replaced Product or part. If you follow the instructions, the Company will cancel the credit card authorization, so you will not be charged for the Product or part and shipping to and from your location. If you fail to return the replaced Product or part as instructed or return a replaced product or part that is ineligible for service, the Company will charge your credit card for the authorized amount.

(b) Service where the Company does not require return of the replaced Product or part. The Company will ship you free of charge a replacement Product or part accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced Product or part.

(c) The Company is not responsible for any labor costs you incur relating to DIY parts service. Should you require further assistance, contact the Company through the Company's website at [www.DigitalAerolus.com](http://www.DigitalAerolus.com).

The Company reserves the right to change the method by which the Company may provide warranty service to you, and your Product's eligibility to receive a particular method of service. Service will be limited to the options available in the location where service is requested. Service options, parts availability and response times may vary according to your location. You may be responsible for shipping and

handling charges if the Product cannot be serviced in the location it is in. If you seek service in a country that is not the country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, the Company may repair or replace Products and parts with comparable Products and parts that comply with local standards.

#### LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF PHOTOS, VIDEOS, SOFTWARE PROGRAMS AND ANY OTHER DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED IN THE PRODUCT.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. THE COMPANY DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR REPLACE THE PRODUCT WITHOUT RISK TO OR LOSS OF INFORMATION STORED ON THE PRODUCT.

SOME STATES (AND OTHER JURISDICTIONS SUCH AS COUNTRIES AND PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### GENERAL

No third-party non-Company authorized agent or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not

be affected or impaired. This Warranty is governed by and construed under the laws of the country in which the Product purchase took place. The Company or its successor in title is the warrantor under this Warranty.

#### ONLINE INFORMATION

Updates to the User Guide and other customer support materials and information will be made available online, as necessary, at [www.DigitalAerolus.com](http://www.DigitalAerolus.com).

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