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www.steadidrone.com

SteadiDrone (Pty) Ltd. / Co. Reg. No. 2012/171416/07 / VAT No: 4790262796



SteadiDrone Sales Terms & Conditions

Please read these terms carefully.

1. General Information

SteadiDrone sells sUAS (small unmanned aerial systems) platforms and components, both made by SteadiDrone as well as various other manufacturers. SteadiDrone requires the Purchaser to be familiar with the proper use of sUAS, Drones and general RC technologies. The provided safety information provide the Purchaser with some information necessary to fly, maintain, program and learn this technology. Please also note that these systems require practice, skill and knowledge to fly and operate.

2. Terms of Sale

By placing an order you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price. Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we are not responsible. Please inquire about pricing, shipping and any other information before purchasing. In order to contract with SteadiDrone you must be over 18 years of age. SteadiDrone retains the right to refuse any request made by you. If your order is accepted we will inform you by email and we will confirm the identity of the party which you have contracted with. This will usually be SteadiDrone or may in some cases be a third party like PayPal. Where a contract is made with a third party SteadiDrone is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply. When placing an order you undertake that all details you provide to us are true and accurate. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

Order Process

- A. An order is established with SteadiDrone by means of email.
- B. Order details and specifics are discussed and agreed upon by both parties.
- C. A formal quote is provided by SteadiDrone along with this Terms and Conditions and payment information.
- D. Once payment is received and cleared, the order will be processed and shipped.

Payment Terms

- Orders will only be shipped once payments have cleared.
- PayPal payments are limited to \$1,000.00 and will include the 4% PayPal fee.
- For bank transfers the client is responsible for 100% of the transaction banking fees.
- South African Customers are required by law to pay 14% Vat.

3. Safety Regulations

For the safety of the operator, bystanders and the equipment, the Purchaser agrees to read and understand the technologies and safety regulations prior to operation of the systems purchased from SteadiDrone. Please also see the Safety information and disclaimer document included in the package. The Purchaser also agrees to seek further information and assistance as needed prior to purchase or use of any SteadiDrone product. The safety instructions are intended not only for the protection of the aircraft, but also to protect the safety of yourself and others. Improper operation can cause serious injury and property damage. In case of improper use, a SteadiDrone can be dangerous. SteadiDrone does not guarantee error-free behaviour of the hardware, electronics or software and is always considered an experimental aircraft. Remember, any accident, loss, damage etc. will always be considered as pilot error no matter the cause or reason, as with full scale aviation, the pilot will always take full responsibility for operating any aircraft.

- Safe flying areas. The Purchaser agrees to refrain from flying over people and stay away from children and animals and always operate the drone safely.
- Comply with local rules and regulations. The Purchaser agrees to comply with all local government rules and regulations, especially when flying near airports.
- Safe Flying. The Purchaser agrees to use his/her best judgment and always practice safe flying techniques.
- Remember a SteadiDrone is not a toy.
- Maintenance/checklist. The Purchaser agrees to conduct a thorough systems check before each and every flight





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and to conduct periodic maintenance of the aircraft.

- Inexperienced Pilot. SteadiDrone is not responsible for inexperienced operators and is not accountable for the training or any equipment used in, on, or with the aircraft. SteadiDrone systems involve complicated electronics and software that presupposes a basic knowledge of drones and RC aircraft and how they work. If unfamiliar with any related technology or technology used by SteadiDrone, the Purchaser agrees to seek further information, assistance and training.
- SteadiDrone cannot guarantee error-free operation of any platform once delivered to the purchaser, and the
 packages has been opened, especially an inexperienced operator and if settings or any part of the system has
 been modified or changed.
- Experimental Aircraft. The purchaser agreed that all drones are very much experimental aircraft and SteadiDrone cannot guarantee error-free operation.
- Once the purchaser makes ANY change/s to the SteadiDrone, the purchaser thereby agrees that they void any form of warranty and do this at their own risk.
- The purchaser is expected to read through the Disclaimer & Warning page prior to using the drone.

4. Website

SteadiDrone (www.steadidrone.com) owns and operate this Website. This document governs your relationship with SteadiDrone. Access to and use of this Website and the products and services advertised and available through this Website (collectively, the "Services") are subject to the following terms, conditions and notices. By using the Services, you are agreeing to all of the terms and conditions, as may be updated by us from time to time. Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. We cannot guarantee information on the website is free of error and always accurate despite our best efforts to ensure this. From time to time, we may restrict access to some parts or all of this Website for updates and general website maintenance. This Website may contain links to other websites, which are not operated by SteadiDrone. SteadiDrone has no control over linked websites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the linked websites will be subject to the terms of use and service contained within each such site.

5. Warranties

SteadiDrone warrants that all goods will be free from material defects at the time of delivery, excluding damage caused during shipping. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SteadiDrone provides technical assistance via the telephone, email, skype and website. This assistance does not equate to a warranty.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS USE AGREEMENT.

6. Shipping / Delivery Policy

- Orders ship out within 1-5 working days. Out of stock or backordered items may take longer to ship.
- Shipping is only done with reliable courier services UPS, Amarex or FedEx. Shipping includes full insurance cover on all orders.
- Collections If you would like to arrange your own collection please enquire.
- Unless purchasing directly from a SteadiDrone Reseller, any order made directly with SteadiDrone is shipped from South Africa and lead times apply.
- Liability for shipping Purchaser will be liable for all costs during the shipping process including import duty, customs related costs etc. (nor SteadiDrone or the shipper can determine what these costs will be and vary depending on country, please check with your customs department), returns, non-delivery, damage, loss or any other shipping related cost. Once an order leaves SteadiDrone premises it becomes the property and responsibility of the purchaser.

7. Returns and Refunds Policy





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Unless there is a manufacturer defect, there are strictly no returns or refunds. If you would like to return any order you must return it **within 7 days of receiving your order**, and follow these steps in doing so:

A. Email sales@steadidrone.com to request a return

B. Please include images, video, and any other material proof of the defect

C. Once a return is agreed upon you may ship your returned item to the provided return address. Please ship the order in original packaging with all the accessories and additional parts.

D. Include in your package a signed letter stating the reason for your return and the original receipt as well as any above mentioned proof of defect, images, video etc.

Refund and Return Terms

- The purchaser is responsible for all shipping costs when returning any order/item.
- Upon receiving the returned order, a qualified SteadiDrone technician will assess the order or item/s.
- If it is determined that there is in fact a manufacturing defect SteadiDrone will refund the shipping costs as well as repair/replace/refund the purchaser.

8. Service, Repairs and Modifications

Any repairs and services and/or modifications to any unit is offered as a service by SteadiDrone but do not include any form of warranty or guarantee, especially when custom requirements and modifications are requested by the client, i.e. adding FPV, cameras, thermal, different gimbals, flight controllers etc. Every unit is test flown along with basic flight features (flight performance etc.) but we do not test advanced features (GPS, Waypoint flights, radio telemetry, FPV systems etc.) as clients use many different setups and different locations also effect the performance of GPS features due to the compass declination changes (Compass calibration should always be done at the final flight location of the client before flight). SteadiDrone systems are designed and tested with specific equipment and specifications, adding other equipment to the air frame could effect performance, this is done/added at the client's own risk.

*Any products left with SteadiDrone for longer than 3 months will be sold to cover any costs incurred for the repair and storage of the unit.

9. Liability & Indemnity

SteadiDrone assumes no liability for damage or injury associated with the use of the systems sold. SteadiDrone does not guarantee error-free behaviour of the electronics or software. Despite careful preparation, quality control, test flights and review, SteadiDrone does not assume any warranty or liability (direct or indirect) for the accuracy of the software, hardware or information. RTF Platforms will require the use of a computer to change parameters and settings of the SteadiDrone.

- Liability for adjustments. The Purchaser is responsible for adjustments to the SteadiDrone to suit personal preferences.
- Liability for damages. The Purchaser assumes all liability for damages to property or persons caused by the equipment.
- Liability for shipping. The Purchaser assumes all liability for damages to property during shipping, different shipping methods and insurance options are available, please inquire before making final payment.
- Liability for improper use. The Purchaser assumes liability for improper use of this product as well as for inexperienced operation, lack of understanding and knowledge of the technology and aircraft.
- Insurance. It is recommended that the Purchaser does not fly prior to purchasing liability insurance. This helps cover costs in the event that persons are hurt or property is damaged as a result of your use of SteadiDrone technology. In general, model aircraft are not covered by standard liability insurance.
- Assumption of Risk. The Purchaser will assume all risk and determine the suitability of the product for his or her intended use. Anyone injured or any property damaged by use of this product is the sole responsibility of the user.

10. VAT

Goods exported to clients in an export country may be charged with VAT at 0%. However, if delivery takes place in RSA, VAT at 14% will be charged. The Export Regulations set out the specific procedures applicable to the indirect export of





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goods. The qualifying purchaser (client) may apply to the VAT Refund Administrator (the VRA) for a VAT refund. A claim for a refund of the VAT may be made at the offices of the VRA present at international airports in the Republic.

You agree to indemnify, defend and hold harmless SteadiDrone, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use any service or product or your breach of the Terms and conditions.

IN NO EVENT SHALL STEADIDRONE BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO THE USE OF PRODUCTS SOLD. INDEMNITY: PURCHASER SHALL INDEMNIFY AND HOLD HARMLESS STEADIDRONE, ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEYS FEES ACTUALLY INCURRED) ON ACCOUNT OF DEATH OR INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY ARISING FROM OR IN CONNECTION WITH ANY GOODS SUPPLIED. THIS INDEMNITY SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LIABILITY OR EXPENSE IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT.