# *flitt*. LIMITED WARRANTY FOR FLITT CAMERA PRODUCTS

# Warranty Overview

- · Warranty period: 90 days from the original date of purchase.
- · Warranty claims may only be made by the original purchaser.
- · Receipt proving valid purchase date and location is required for warranty service.
- · Support website: http://support.flittcamera.com
- . This Warranty Overview does not include all parts of the warranty. Please read the full warranty and disclaimers below.

## Introduction and Your Rights.

Hobbico, Inc., ("We") sincerely want our customers to be satisfied with the Flitt<sup>™</sup> micro folding flying camera products (each, a "Product") that they purchase from us, but we understand that despite our strict quality control efforts, on occasion a product could be defective or cease to perform as warranted.

Set forth on the following pages is the Limited Warranty that applies to your Flitt Camera Product, certain of its components, and certain accessories or spare parts that you may purchase from us for use in connection with your Flitt Camera Product.

The next several pages are the Limited Warranty that applies to your Flitt Camera Product, certain of its components, and certain accessories or spare parts that you may purchase from us for use in connection with your Flitt Camera Product. Any components of the Flitt Camera Product, such as motors, that are specifically covered by this Limited Warranty, and that you purchase from us as spares or replacements, are also covered to the extent provided in this Limited Warranty. While not all parts or components are covered by this Limited Warranty, as explained below, they may still be eligible for refund or exchange under the terms of our **Refund and Exchange** Policy, also provided below.

Under this Limited Warranty, as more fully described in the "Warranty Disclaimers and Limitation of Liabilities" Section below, we disclaim all implied warranties and, to the extent that such implied warranties cannot be disclaimed under applicable law, we limit the duration of such implied warranties. We also disclaim any obligation for certain types of relief, like incidental and consequential damages. Please note:

Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Some States do not allow for the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

#### This Warranty gives you specific legal rights, and you may have other rights which vary from State to State.

By using your Product you are agreeing to be bound by the terms of the Limited Warranty as set out below. Do not use your Product until you have read the terms of the Limited Warranty. If you do not agree to the terms of the Limited Warranty, do not use the Product and return it within the return period and in accordance with the Refund and Exchange Policy, also provided below.

## What does this Limited Warranty Cover?

This Limited Warranty ("this Warranty") covers the original purchaser of a Hobbico, Inc., Flitt Camera Product (each, a "Product") against defects in materials or workmanship of certain components used in the manufacture of a Product for the duration of the applicable <u>Warranty Period</u> (as defined below). This Warranty covers the Flitt Camera Product and the Charger originally furnished with the Product.

Only the original purchaser of the Product is covered as this Warranty is not transferable to subsequent purchasers or owners of the Product. This Warranty is for residents of the United States only, and may be updated from time to time.

Excluded from warranty coverage are the Product's propellers when damaged by a crash. One set of spare propellers are included with the original product. Additional propeller sets are available for purchase. Please also see the "*What is Not Covered*" Section below for further exclusions.

This Warranty contains the entire agreement between you and Hobbico, Inc.("we") with respect to any warranty and supersedes any and all other written or oral statements, representations or agreements relating to the subject matter of this Warranty.

This Warranty is for residents of the United States only, and may be updated from time to time.

## How Long does the Warranty Coverage Last?

This Warranty lasts until the earlier to occur of (a) end of the 90 day warranty period, measured from and beginning with the date when you received the product or accessory, or (b) the date when you sell, transfer, give away or otherwise divest ownership of the covered Product or, if applicable, the part or accessory (the "Warranty Period"), at which point this Warranty shall expire and be of no further force or effect.

## What will Hobbico, Inc., do if I have a valid Warranty Claim?

If you have a valid warranty claim that is submitted during the applicable Warranty Period, Hobbico, Inc., will repair or replace, at its option, any covered part, component or system found to be defective in material or workmanship, subject to the exclusions provided below. If a defect is found and determined to be covered, we will provide the warranty service as described in this Warranty. The costs of parts and labor required to return your Product to service if covered by this Warranty will be borne by Hobbico, Inc. In the event that your Product and claim is covered by this Warranty but we determine that repair of your Product is not possible or economically feasible, Hobbico, Inc., will replace your Product with a refurbished Product that is the same as or as close to your Product as practicable. Please note that any warranty service to be provided will be provided at our repair facilities, not offsite at a customer's location. You are responsible for shipping your product to our repair facility.

By sending the Product, you agree to transfer ownership of the Product to us. We may not return the original Product to you. When a Product is exchanged or replaced, any replacement Product becomes your property and the replaced Product becomes Hobbico's property.

In the event that Hobbico, Inc., repairs or replaces a defective Product under warranty, the repaired or replaced Product will continue to be covered by this Warranty through the end of the original Warranty Period (if any time remains), but not beyond.

#### What will Hobbico, Inc., do if I Submit a Warranty Claim that is Determined not to be Valid?

In the event that you send to us a Product that is found not to be eligible for warranty service under the terms of this Warranty because it has been received after the expiration of the Warranty Period, or because its coverage has been voided or is otherwise expressly excluded under the terms set forth below in the "What is Not Covered" section, we will use reasonable efforts to contact you if you have provided us with valid contact information and advise you (i) whether your Product can be repaired, (ii) the estimated cost of such repair, and (iii) the estimated time for completion of such repair. If we are able to reach you, we will follow your instructions as to whether we should repair and return the Product to you at your cost, or return the Product to you without repair. In any case, if your warranty claim is determined not to be valid under the terms of this Limited Warranty, you will be responsible for any costs that you incurred in sending the Product to us or evaluation as well as any costs that we may incur in shipping the Product back to you. If you authorize us to repair and return you will need to make arrangements to confirm payment of the estimated repair and the cost of shipping for returning your Product to you. When a Product is exchanged or replaced, any replacement Product becomes your property and the replaced Product becomes Hobbico's property.

## What is Not Covered?

In addition to the specific components or parts excluded from warranty coverage and identified above in the "What Does this Limited Warranty Cover?" section, to the extent permitted by applicable law, this Warranty excludes or disclaims "implied warranties" and certain types of damage claims. This Warranty does not apply to cosmetic issues, unless due to a defect in material or workmanship on a covered component, or to defects resulting from normal wear and tear of the Product. Please note that Federal law limits or prohibits the exclusion of implied warrantities for "consumer products" and some States do not allow for the exclusion or limitation of relief, special, incidental, consequential or indirect damages, or the limitation of liability to specified amounts, so such exclusions or limitations may not apply to you, but might apply if you have purchased your Product for use in connection with business activities. The specific Warranty disclaimers and limitations can be found in "Warranty Disclaimers" below.

Your Product is a sophisticated piece of equipment designed to be used in a certain manner and only under appropriate conditions. We provide with each Product sold a "Disclaimer" and "Safety Instructions" along with a "User Manual," and you hereby agree to follow the important instructions and warnings provided in those guides. Given the nature of the Product, and the possible use or uses to which it may be put and the conditions to which it may be exposed, this Warranty does not cover:

- Any damage, catastrophic failure or crash due to not properly calibrating the Flitt Camera Device and conducting a "first flight" in an open, outdoor setting.
- Any damage, catastrophic failure or crash due to your or any user's failure to follow the instructions for proper use or storage of your Product as set forth in the Flitt Camera Disclaimer and Safety Instructions or User Manual.
- Any damage to the Product sustained as a result of dangerous or reckless flight of the Product, or any operation of the Product that does not follow the usage guidelines set forth in the Flitt Camera Disclaimer and Safety Instructions or User Manual.
- Any damage to the Product sustained as a result of flying the Product in extreme or poor weather conditions as described in the Flitt Camera Disclaimer and Safety Instructions or User Manual.
- . Any damage to the Product sustained as a result of using the Product for any purpose for which it was not designed or intended.
- Any damage to the Product sustained as a result of misuse, incorrect or abnormal operation resulting in, by way of example only, a crash, collision, fire, submersion (in whole or in part) of the Product in water or any other liquid, or damage due to causing the Product to carry any additional weight or payload in violation of the Flitt Camera Disclaimer and Safety Instructions or User Manual.
- · Any alteration, disassembly, modification or improper repair of the Product by unauthorized parties.
- Any damage to the Product due (in whole or in part) to any use of unauthorized accessories, products or software in combination with the Product.
- Any damage to the Product or any failure of the Product caused by improper storage including, but not limited to, storing your Product in an
  unsuitable environment, or exposing the Product to extreme environmental or weather conditions, such as storms, strong winds, rain, snow,
  freezing rain, hail, sand, dust, oil, dirt or other unsuitable conditions, whether similar or dissimilar to the conditions listed.
- Any damage to the Product caused by operator error or failure, including any issue attributable to the physical or mental condition of the operator, or otherwise.
- . Any damage caused by use, storage, or transportation of the Product in any strong electromagnetic or electrostatic environments.
- Any damage (or liability) incurred as the result of your failing to comply with U.S. Federal Aviation Administration (FAA) regulations, local laws or other ordinances governing the use of drones or unmanned aerial vehicles as such laws, regulations or rules are in effect from time to time.
- Any damage arising from the installation or removal of accessory retrofits or peripheral equipment constituting a part of the Product.

- . Any damage resulting from any replacements, updates or "fixes" of the Product's software not performed by us.
- Any damage resulting from your failure to keep the Product's firmware or software updated with the latest updates that we provide without charge to our customers.
- Any service necessary to restore operability not as a result of a defect in materials or workmanship, but due to accident, misuse, abuse, neglect, improper handling, servicing, maintenance or storage of the Product by users.
- Any repair or replacement of covers, plastics or appearance parts, such as interior or exterior finishes or trim, unless such parts affect the Product's operability and failed as the result of a defect in material or workmanship within the Warranty Period.
- Any damage caused by the improper or unauthorized replacement of parts, the installation of retrofits, or any preventive maintenance not
  performed in accordance with the User Manual.
- Any service made necessary by any external cause over which we have no control including, without limitation, fire, exposure to water or chemicals, alterations, problems arising from the use of any products, software or hardware not supplied by us, power failures, surges or shortages, lightning, or repairs by persons other than those expressly authorized by Hobbico, Inc., to service the Product.
- Any service on any Product on which the FLITT CAMERA label or logo, rating label or serial number has been altered, defaced or removed.
- · Any on-site evaluation, service or repair of a Product.
- . Any service made necessary by any modifications to the Product not approved in writing in advance by Hobbico, Inc.
- . Any damage caused by using the Product with an inadequately charged battery.
- Any damage caused by the use of a third-party battery or third-party battery charger (meaning a battery or a battery charger not provided by us
  along with the Product at the time of your purchase).
- Any damage caused by the Product being flown with known damaged or faulty components, or with components that have exceeded their
  prescribed flight life as described in the User Manual.
- . Any reinstallation and recovery of user data, and 3rd party software applications.
- . Any claim made by or on behalf of anyone other than the original purchaser of the Product.

## How do I Get Service?

In order to be eligible to receive service for your Product under this Warranty, you should complete the Return Merchandise Authorization ("RMA") form for application (download the form online using the following link: https://cmecamera.com/support) through which we will attempt to determine, in advance, whether your Product's condition is covered under this Warranty. We will require a purchase receipt or invoice with the name, location and date of purchase. If we provisionally determine that the issue is covered under this Warranty, you will be issued a case ID number after we receive your RMA form. After you receive your case ID number, the printed RMA form needs to be included when you escurely wrap, package, and ship the Product to us. The address of the repair center will be provided on the RMA form available for downloading.

Please take care to package your return carefully. We are not responsible for damage or a lost Product caused by shipping. Any damage or subsequent failure of the Product related to inappropriate packaging will result in additional charges for the repair of the Product. If the Product is returned to us uninsured or under-insured, you assume all risks of loss or damage to the Product during shipment. By sending the Product, you agree to transfer ownership of the Product to us. We may not return the original Product to you.

If we provisionally determine that the issue with your Product is not or is unlikely to be covered by this Warranty, we will examine and evaluate any Product submission that you may make (which should include a written description of the problem(s)). If we confirm our initial determination that warranty service or replacement is not available, the cost (parts and labor) of effecting any repairs and shipping when returning your Product to you (whether or not you choose to have the out-of-warranty Product repaired) will be at your expense. Before sending any Product for warranty evaluation (whether or not covered), you are strongly advised to back up any software, data, etc. stored on the Product, as Hobbico, Inc., will not be responsible for the loss of, or any damage to or corruption of, any of such software or data.

We will inspect your Product and use reasonable efforts to contact you within five (5) business days of our receipt of your Product. The time required to advise you of the results of our warranty evaluation may vary case by case. Products covered by this Warranty will be repaired and returned to you without charge and continue to be covered by your original warranty based on your original date of purchase.

If your Product is no longer covered by this Warranty (because it is beyond the stated Warranty Period) or if coverage under this Warranty is excluded or voided for one or more of the reasons provided in "What is not Covered?" above, we will provide you with an estimate of the costs required to repair your Product if it can be repaired. If you authorize such repairs under those circumstances and provide us with necessary payment information, we will make the repairs and return the repaired Product to you promptly. If the product has no problem that we can identify, we reserve the right to charge you for testing and return delivery.

## WARRANTY DISCLAIMERS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE PROCEDURES OR REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. SHEAZHEN HOBBICO, INC, MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLIMED. IF WE CANNOT LAWFULLY DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN ALL IMPLIED WARRANTIES COVERING THIS PRODUCT, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO THIS PRODUCT, SPROVIDED UNDER APPLICABLE LAW. IF THE PRODUCT CONSTITUTES A "CONSUMER PRODUCT" UNDER THE MAGNUSON-MOSS WARRANTY ACT (15 U.S.C. §2301, ET SEQ.) AND YOU ARE A CUSTOMER RESIDING IN THE UNITED STATES, THE FOREGOING DISCLAIMER OF IMPLIED WARRANTIES WILL NOT APPLY TO YOU. TO THE EXTENT THAT SUCH IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE CANNOT BE DISCLAIMED UNDER SUCH ACT, THEN SUCH IMPLIED WARRANTIES SHALL BE VALID ONLY FOR THE WARRANTY PERIOD AND EXPIRE AT THE END THEREOF.

IN NO EVENT HOBBICO, INC., ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, SHAREHOLDERS, EMPLOYEES, AGENTS, LICENSORS OR SERVICE PROVIDERS (COLLECTIVELY, THE "ORTECTED ENTITIES"), BE LIABLE FOR PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR AN AMOUNT IN EXCESS OF THE PURCHASE PRICE OF THE DEFECTIVE PRODUCT. THE PRECEDING LIMITATION WILL APPLY EVEN IF THE REMEDIES OF REPAIR OR REPLACEMENT OF PRODUCTS COVERED BY THIS WARRANTY COMPLETELY FAILS OF ITS ESSENTIAL PURPOSE AND EVEN IF THE PROTECTED ENTITIES HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PRODUCT. IN NO EVENT SHALL THE TOTAL AGGREGATE LLABILITY OF THE PROTECTED ENTITIES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUIT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) IN THE GAGREGATE, ANISING FROM THESE TERMS OR YOUR USE OF THE PRODUCT, EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT THAT IS THE SUBJECT OF THE CLAIM.

#### What about State Laws or Other Laws Governing Warranties for Consumers?

This Warranty gives you certain specific legal rights, but you also may have other (greater) rights that vary from State to State, and some of those rights do not allow for them to be waived or diminished. For example, some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Similarly, some State do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This Warranty is not intended (nor would it be permitted) to deny you any warranty rights to which you are otherwise entitled under applicable Federal law or the laws of the State or country in which you reside.

Please note that this document may be updated from time by time, and you can always find the latest version at:

#### http://manuals.hobbico.com/hca/hcae11-warranty.pdf

## **FCC Statement**

This device complies with part 15 of the FCC rules. Operation is subject to the following two conditions.

(1) This device may not cause harmful interference.

(2) This device must accept any interference received, including interference that may cause undesired operation.

#### ANY CHANGES OR MODIFICATIONS NOT EXPRESSLY APPROVED BY THE PARTY RESPONSIBLE FOR COMPLIANCE COULD VOID THE USER'S Authority to operate the equipment.

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, three is no quarantee that interference will not occur in a particular installation.

If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- · Reorient or relocate the receiving antenna.
- · Increase the separation between the equipment and receiver.
- . Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- · Consult the dealer or an experienced radio/TV technician for help.

#### FCC Radiation Exposure Statement:

- . This equipment complies with FCC radiation exposure limits set forth for an uncontrolled environment.
- . This transmitter must not be co-located or operating in conjunction with any other antenna or transmitter.
- . This equipment should be installed and operated with minimum distance 20cm between the radiator& your body.

#### **ISEDC Radiation Exposure Statement:**

- . This equipment complies with ISEDC RF radiation exposure limits set forth for an uncontrolled environment.
- . This transmitter must not be co-located or operating in conjunction with any other antenna or transmitter.
- . This equipment should be installed and operated with minimum distance 20cm between the radiator& your body.
- · Cet appareil est conforme aux limitesd'exposition de rayonnement RF ISEDC établiespour un environnement non controlé.
- Cetémetteur ne doit pas être co-implanté oufonctionner en conjonction avec toute autreantenne ou transmetteur
- · Cet équipement doit être installé et utiliséavec une distance minimale de 20cm entre leradiateur & votre corps.

#### FCC ID: IYFFLITT IC: 11104A-FLITT