

Repair Terms and Conditions

IMPORTANT: THESE REPAIR TERMS AND CONDITIONS (“AGREEMENT”) CONSTITUTE YOUR AGREEMENT WITH IPULSE LLC (HEREIN REFERRED TO AS “SYLVANDRONE.COM”, SPECIFIED THROUGHOUT THE AGREEMENT)

CONSUMER LAW: THE BENEFITS CONFERRED BY THIS AGREEMENT ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY CONSUMER PROTECTION LAWS AND REGULATIONS.

1. Services

- a. **Services** – Sylvandrone.com will service you drone as described to you for the estimated charges stated, unless such charges are revised with your prior oral or written consent. Unless otherwise stated, Sylvandrone.com will provide repair services to address a defect in the materials or workmanship of a product. Service is not available for issues caused by a failure of or complications with any software or media residing or recorded on your product.
- b. **Data/Video** – Sylvandrone.com cannot be held responsible for content and/or media provided.
- c. **Parts and labor** – Sylvandrone.com may provide both parts and labor. Sylvandrone.com will use new OEM parts unless specified otherwise in advance and will retain discarded parts. Upon your receipt, the ownership of new parts will become your property in exchange for value and you agree to pay Sylvandrone.com for parts and services provided.
- d. **Mail-in Service** – the predominate method of service is to mail the product to a Sylvandrone.com location. In some circumstances, Sylvandrone.com may offer packaging and prepaid shipping. If Sylvandrone.com does not provide prepaid postage or packaging, you must arrange for the shipping and packaging of your product to the Sylvandrone.com repair service location, as described at the time of ordering, and you may want to consider insuring your package in case of damage or loss during shipment. Once service is complete, the Sylvandrone.com repair service location will return the repaired product or returned to you in the event you do not authorize repairs.
- e. **Drop-off Service** – In some cases you may choose to drop off the defective unit. In this event, you must do so during our regular business hours with advanced notice of your intention to hand carry, at your expense, to our location and your desire to pick up or have the repaired unit returned by mail.
- f. **Changes to Service Options**- Sylvandrone.com reserves the right to change at any time the service options available to you.
- g. **No Sale to Minors**- Repair and service under these terms is available only to those who have reached the age of majority.
- h. **Service Exclusions and Diagnostic Fee.** Sylvandrone.com may charge you a diagnostic fee, if Sylvandrone.com inspects your product and determines that (i) additional labor or parts are required that were not specified in the original estimated charges and you do not agree to authorize service based on Sylvandrone.com’ revised estimated charges, or (ii) it is apparent based on the nature of failure that the product is not repairable. Sylvandrone.com will return your product to you without servicing it and may charge you the Diagnostic Fee.
- i. **Delivery** –
 - i. Regardless of the method of shipment, once a product has been shipped the shipping address cannot be changed.
 - ii. Unless you provide alternative instructions, Sylvandrone.com will ship your repaired or replacement product to the mailing address you furnished when you authorized service. If your product is returned to Sylvandrone.com because delivery could not be completed at the address given, you will be responsible for the actual shipping charges incurred by Sylvandrone.com. Sylvandrone.com will attempt to contact you for an alternative mailing address. Additional shipping charges will apply.
 - iii. Some shipping methods require signature and you assume risk if you are not present for signature. You may request shipment that does not require signature.
- j. **Customer responsibility**

- i. If you ship the product to Sylvandrone.com, you are responsible for loss or damage. We strongly suggest that you wrap your drone with 2 or more inches of bubble wrap or non-movable foam cushioning, and ship the drone in a sturdy cardboard box. Do not use peanuts or packing material that can shift or settle during transit.
- ii. Sylvandrone.com insures all products being return shipped to you.
- iii. Sylvandrone.com is not responsible for damage or loss of batteries and media shipped.
- iv. Abandoned property – If your product is deemed unrepairable by Sylvandrone.com, or you opt not to have Sylvandrone.com perform the repair. Sylvandrone.com will return the product to you for the shipping cost. If you do not provide an address at which Sylvandrone.com may deliver your product within sixty (60) days; or you wait ninety (90) days to make payment arrangements, Sylvandrone.com will notify you that it considers your product to be abandoned. Sylvandrone.com will send notice to the mailing address you furnished when you authorized service. In the event that your product is abandoned, Sylvandrone.com may dispose of your product in accordance with applicable provisions of law, and, specifically, may sell your product at a private or public sale to pay for any outstanding service performed. Sylvandrone.com reserves its statutory and any other lawful liens for unpaid charges.
- v. Information on Service. During the service ordering process, you must provide a description of the issue that is affecting your product, so that Sylvandrone.com understands and may replicate the issue.
- vi. Sylvandrone.com encourages you to review service order status information by contacting [Customer Service](#).

2. Orders and Payment

2.1 Payment. Terms of payment are within Sylvandrone.com's sole discretion, and unless otherwise agreed to by Sylvandrone.com, payment details must be received prior to Sylvandrone.com's performing repairs or service.

2.2 Payment Methods. Sylvandrone.com allows you to make purchases or place orders using credit card, debit card or check card or some other prearranged payment method unless Sylvandrone.com has agreed to some other credit terms. You will be responsible for entering in all of your credit card information (including the card security code) via our website, which is linked directly to our authorized credit card processing company.

2.3 Prices. Sylvandrone.com endeavors to offer you competitive prices on current Sylvandrone.com products and services. Your total order price will include the price of the product or service on the day of order processing. Sylvandrone.com reserves the right to change prices for products or services displayed at any time and particularly to correct pricing errors that appear.

2.4 Sales Tax. In addition to the price of your purchase, Sylvandrone.com will charge you sales tax on applicable transactions based on your shipping address and the sales tax rate in effect at the time your order is billed. If the sales tax rate for the state to which your order is being shipped changes before the product is shipped, the rate in effect at the time your order is invoiced will apply. The proof of purchase that Sylvandrone.com sends to you will include any applicable sales tax.

2.5 Confirmation. Sylvandrone.com will send you a confirmation of your order via email shortly after receipt. You will receive a confirmation at the email you provided when Sylvandrone.com accepts your order.

2.6 Refunds. Except as described in the Warranty and Limitation of Liability section below, Sylvandrone.com does not provide refunds for service orders.

3. Warranty and Limitation of Liability

3.1 Service Warranty. For all service orders, Sylvandrone.com warrants that all parts or products used in the repair

service will be free from defects in materials and workmanship for ninety (90) days from the date of service. This warranty is an express limited warranty. If non-conforming service is provided or a defect arises in a replacement part or product during the applicable warranty period, Sylvandrone.com will at its option, either (a) re-perform services to conform to their description or specification; (b) repair or replace the part or product, using parts or products that are new or equivalent to new in performance and reliability; or (c) refund the sums paid to Sylvandrone.com for service.

3.2 Disclaimer of Warranty.

THE WARRANTY DOES NOT COVER PARTS OR SERVICE RELATING TO SUBSEQUENT DAMAGE OCCURRING AFTER RETURN OF THE PRODUCT. PHOTOGRAPHS ARE TAKEN AND MAINTAINED DEPICTING THE STATE OF THE PRODUCT WHEN LEAVING SYLVANDRONE.COM. SYLVANDRONE.COM RESERVES THE RIGHT TO MAKE THIS DETERMINATION AND WILL NOTIFY YOU OF SUCH.

3.3 Limitation of Liability. IF YOU ARE A CONSUMER, YOU MAY HAVE CERTAIN ADDITIONAL RIGHTS WITH REGARD TO SERVICES AND PRODUCTS PROVIDED UNDER THIS AGREEMENT. PLEASE REFER TO YOUR LOCAL CONSUMER AUTHORITY FOR MORE INFORMATION ABOUT YOUR RIGHTS. IF NOT COVERED BY THESE RIGHTS, SYLVANDRONE.COM DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST, CORRUPTED, OR COMPROMISED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SYLVANDRONE.COM WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, SYLVANDRONE.COM IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT OF YOUR ORDER. IN CONSUMER CASES, THE LIABILITY FOR (1) PERSONAL DEATH AND INJURY AND (2) FRAUD MAY BE WIDER THAN NEGLIGENCE CAUSED LOSS AND IN SUCH CASES SYLVANDRONE.COM DOES NOT SEEK TO EXCLUDE THIS LIABILITY.

3.4 Limitations or Exclusions - Some states, provinces and jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so these limitations or exclusions may not apply to you. This express limited warranty gives you specific legal rights, and you may also have other rights that vary by state, province or jurisdiction.

4 Indemnification. You are responsible for your use of your drone. You will defend and indemnify Sylvandrone.com and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “Sylvandrone.com Entities”) from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) use or alleged use of the drone; (b) your violation of any portion of this Agreement, any representation, warranty, or agreement referenced herein, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

5 General

5.1 Typographical Errors. Sylvandrone.com is not responsible for typographical errors. Sylvandrone.com reserves the right to cancel any order you have placed if there was a typographical error concerning the pricing or availability of any item you ordered when you placed the order.

5.2 Change of Terms. Sylvandrone.com reserves the right to change this Agreement at any time.

5.3 Cancellation. Upon acceptance of a service order, Sylvandrone.com initiates service and consequently a service order may not be cancelled and you cannot withdraw from the contract.

5.4 Product/Service Changes. Sylvandrone.com may make changes to any products or services offered online, or to the applicable prices for any such products or services, at any time, without notice. The information provided online with respect to products and services may be out of date, and Sylvandrone.com makes no commitment to update the information provided online with respect to such products and services.

5.5 Access online. Sylvandrone.com reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to its online pages, or to any portion of its online site, for any reason; (2) to modify or change its online pages, or any portion thereof, and any applicable policies or terms; and (3) to interrupt the operation of its online site, or any portion thereof, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

5.6 Governing Law. The laws of the State of New Jersey will govern this Agreement.

5.7 No Changes to the Agreement. No Sylvandrone.com employee or agent has the authority to vary any of the terms and conditions governing any transaction.

5.8 Unenforceable Terms. If any of the aforementioned terms are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such term shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of the term, so that the terms shall remain in full force and effect.

5.9 Waivers. Sylvandrone.com's failure to insist on or enforce strict performance of this Agreement shall not be construed as a waiver by Sylvandrone.com of any provision or any right it has to enforce these policies, nor shall any course of conduct between Sylvandrone.com and you or any other party be deemed to modify any provision of these terms.

5.10 No Third-Party Beneficiaries. These terms shall not be interpreted or construed to confer any rights or remedies on any third parties.

5.11 Data Protection. You agree and understand that it is necessary for Sylvandrone.com to collect, process and use your data in order to process sales, perform service and confirm compliance with applicable laws. Sylvandrone.com will maintain and use your personal data in order to allow you to exercise your rights arising from the service of your Sylvandrone.com product and for quality and service related purposes. Sylvandrone.com will not use your information for direct marketing purposes without obtaining your consent.

5.12 Subcontractors. Sylvandrone.com may subcontract with other service providers for the service of your product.

5.13 Conflict of Terms; Services in English. In the event of a conflict between different translations of these terms, the English translation will prevail. Certain support services and related documents may be available in English only.

5.14 Complete Agreement; Force Majeure. This Agreement governs service transactions accepted by Sylvandrone.com. No other oral or written terms or conditions apply. Sylvandrone.com is not responsible for any failures or delays in performing service or delivering your product or a replacement product that are due to events outside Sylvandrone.com's reasonable control.

6 WARRANTY

6.1 Drone Repair warranty is 30 Days on parts & labor. If something goes wrong after the repair, the customer should bring it back or shipped the item on his/her own cost for diagnostics and inspection.

Warranty repair policy does not cover the following:

- × Crashes or fire damage caused by non-manufacturing factors, including but not limited to, pilot errors.
- × Damage caused by unauthorized modification, disassembly, or shell opening not in accordance with official instructions or manuals.
- × Damage caused by improper installation, incorrect use, or operation not in accordance with official instructions or manuals.
- × Damage caused by a non-authorized service provider.
- × Damage caused by unauthorized modification of circuits and mismatch or misuse of the battery and charger.
- × Damage caused by flights which did not follow instruction manual recommendations.
- × Damage caused by operation in bad weather (i.e. strong winds, rain, sand/dust storms, etc.)
- × Damage caused by operating the product in an environment with electromagnetic interference (i.e. in mining areas or close to radio transmission towers, high-voltage wires, substations, etc.).
- × Damage caused by operating the product in an environment suffering from interference from other wireless devices (i.e. transmitter, video-downlink, Wi-Fi signals, etc.).
- × Damage caused by operating the product at a weight greater than the safe takeoff weight, as specified by instruction manuals.
- × Damage caused by a forced flight when components have aged or been damaged.
- × Damage caused by reliability or compatibility issues when using unauthorized third-party parts.
- × Damage caused by operating the unit with a low-charged or defective battery.
- × Uninterrupted or error-free operation of a product.
- × Loss of, or damage to, your data by a product.
- × Any software programs, whether provided with the product or installed subsequently.
- × Failure of, or damage caused by, any third party products.
- × Damage resulting from any non-sylvandrone.com technical support.
- × Products or parts with an altered identification label or from which the identification label has been remove.