

# MULTICOPTER WAREHOUSE, LLC

## TERMS & CONDITIONS OF SALE

DATED: 08/01/2022

These Terms and Conditions are for all sales, service, interactions, information and transactions for Multicopter Warehouse, LLC, whether they be online, in store, over the phone or otherwise. By purchasing something from Multicopter Warehouse, LLC, utilizing it's website, visiting that site, engaging in our "Service" or otherwise interacting with us; you agree to be bound by the following terms and conditions, including the additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms and Conditions apply to all vendors, customers, merchants, employees and visitors to any of our websites or online content. You can review the most current version of the Terms and Conditions at any time at [www.multicopterwarehouse.com](http://www.multicopterwarehouse.com)

### **Section 1 - Return and Refund Policy; No Warranty**

1. Multicopter Warehouse strives to provide an excellent customer experience. We will do everything within our capacity to ensure our customers are 100% satisfied with their purchase. Only unopened products still in original packaging and container may be returned. All products have to be returned within 30 days of purchase with an approved RMA number obtained by filling out our [online return form](#). In order to receive an RMA number, please have your sales receipt ready and complete the online RMA form. Any altered, installed, damaged or otherwise used products or parts will not be accepted for return. Any completed freight, handling, duties, and non-product charges will not be credited. Any deviation from these requirements will immediately end any opportunity for return with credit.

2. All returned or exchanged items must be in brand new condition, in their original box, and must include all original packing material, blank warranty cards, manuals, documents, and all accessories. Any credits given for returned product will be reduced by a 20% restocking fee.

3. Items deemed DOA may be exchanged within 14 days of the purchase receipt date at the discretion of Multicopter Warehouse, LLC for the same model or manufacturer's equivalent model. AFTER THIS PERIOD ALL WARRANTY REQUESTS MUST BE DIRECTED TO THE MANUFACTURER. A pre-paid shipping

label or reimbursement for return shipping charges may be provided on DOA item exchanges. Multicopter Warehouse, LLC provides no WARRANTY for any product; any warranty lies with the manufacturer and is ultimately the purchaser's responsibility to communicate with the manufacturer.

4. Once we receive your item, we will inspect it and notify you that we have received your returned item. We will promptly notify you of the status and amount of your credit after inspecting the item. If your return is approved, the purchaser will receive their credit, to be used on future purchases. In cases where there are no purchases after at least 30 days from issue of credit, and upon the request of the purchases, we will initiate a refund to your credit card (or original method of payment). You will receive the credit within a certain amount of days, depending on your card issuer's policies.

5. Certain pre-order items are not cancelable or refundable, please check the description of the item before placing your order.

6. The Warranty on products does not cover, and Multicopter Warehouse, LLC is not responsible in any way, for damage to other equipment or property due to a failure of a component. Multicopter Warehouse, LLC is not responsible in any way for the use or misuse of any equipment purchased from us nor is it responsible for any injury or damage to persons or property from the use or misuse of said equipment. Multicopter does not provide any warranties whatsoever and defers to the manufacturer for any complaints/warranties/guarantees as Multicopter Warehouse, LLC does not manufacture, fabricate or assemble any of the product sold.

7. Multicopter Warehouse may provide a return UPS, Fedex, or USPS shipping label or reimbursement of shipping charges to return any product deemed DOA at their sole discretion. Otherwise, you will be responsible for paying shipping costs for all other authorized returns. Shipping costs are non-refundable. If you receive a refund, the cost of return shipping will be deducted from your original purchase amount less the shipping charges. Please see the [Delivery Information](#) page for information regarding outbound shipments and pick-up times.

8. To return an item to us, please use the [online RMA Form](#) to get an RMA number and return shipping information. A representative will respond to your RMA request within 3 business days.

## **Section 2 - General Conditions; Refusal of Service**

WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, BUT ARE NOT OBLIGATED, TO LIMIT THE SALES OF OUR PRODUCTS OR SERVICES TO ANY PERSON, GEOGRAPHIC REGION OR JURISDICTION. WE RESERVE THE RIGHT TO REFUSE ANY ORDER. WE MAY, IN OUR SOLE DISCRETION, LIMIT OR CANCEL QUANTITIES PURCHASED PER PERSON, PER HOUSEHOLD OR PER ORDER. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. We may exercise this right on a case-by-case basis. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time.

## **Section 3 - Disclaimer Of Warranties; Limitation Of Liability**

Multicopter Warehouse does not guarantee, represent or warrant the product that you purchase from us, nor will we be held responsible for the level of accuracy of the product or functionality of the product. We also advise you that we will not be held responsible for the suitability of product you purchase from us, or any specific application you deem to use the product with. We do not warrant any results that may be obtained from the use of the product will be accurate or reliable. Any warranty that may exist lies only with the manufacturer. Any liability for product damages will lie with the owner/user of the product, and because of this Multicopter Warehouse advises you strongly to pursue liability insurance for the operation/use of any product you purchase from us. Multicopter Warehouse is merely a retailer/dealer in this transaction, and as such, not responsible for the products you purchase, the manner in which you use them, the application you apply them in, your ability to use them or any damages that result. **IN NO CASE SHALL MULTICOPTER WAREHOUSE LLC, OUR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF ANY OF THE SERVICES OR ANY PRODUCTS PROCURED USING OUR WEBSITE OR SERVICES, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICE OR ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR**

**ANY LOSS OR DAMAGE OF ANY KIND. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

#### **Section 4 - Indemnification**

You agree to indemnify, defend and hold harmless Multicopter Warehouse LLC and our parent, subsidiaries, affiliates, partners, officers, Shareholders, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms and Conditions or the documents they incorporate by reference or your violation of any law or the rights of a third-party. You further agree to indemnify, defend and hold harmless Multicopter Warehouse LLC and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees from any claim or demand, including reasonable attorneys' fees, for any damages resulting from use, misuse of the product as well as product malfunction.

#### **Section 5 - Accuracy, Completeness, and Timeliness of Information**

We are not responsible if information made available on our website is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site.

#### **Section 6 - Modifications to the Service and Prices**

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## **Section 7 - Accuracy of Billing and Account Information**

In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. For more detail, please review our Terms and Conditions of Sale.

## **Section 8 - Optional Tools**

We may provide you with access to third-party tools such as the ability to track shipments, over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" without any warranties or representations of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s) We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources), which shall also be subject to these Terms and Conditions.

## **Section 9 - Third-party Links**

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **Section 10 - User Comments, Feedback and Other Submissions**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **Section 11 - Personal Information**

While Multicopter Warehouse will do everything in its power to protect your information, both personal and professional, we are still merely a retailer/dealer and cannot be held responsible for any breach of privacy or unintended release of your information, by our employees, vendors or other entities.

## **Section 12 - Errors, Inaccuracies, And Omissions**

Occasionally, there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).



We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

### **Section 13 - Prohibited Uses**

In addition to other prohibitions as set forth in the Terms and Conditions, you are prohibited from using our website or its content for any unlawful, abusive, misleading, obscene or immoral purpose. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

### **Section 14 - Severability**

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

### **Section 15 - Entire Agreement**

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. These Terms and Conditions and any policies or operating rules posted by us on this site or in respect to the Service constitutes the entire agreement and understanding between you and us and govern any transactions or services rendered, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions). Any ambiguities in the interpretation of this agreement shall not be construed against the drafting party.

### **Section 16 - Governing Law and Jurisdiction**

These Terms and Conditions and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the State of Colorado, USA, without regard to principles of conflict of laws. Any dispute with us, whether related to these Terms and Conditions or otherwise, shall be resolved solely in the state or federal courts of Arapahoe County,

Colorado. You hereby submit to the personal jurisdiction of this court and waive any objections or right as to lack of jurisdiction or venue, or inconvenient forum.

### **Section 17 - Changes To Terms and Conditions**

You can review the most current version of the Terms and Conditions at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of this agreement by posting updates and changes to our website. It is your responsibility to check our website periodically for changes.

### **Section 18 - Contact Information**

Questions about the Terms and Conditions should be sent to us at [info@multicopterwarehouse.com](mailto:info@multicopterwarehouse.com)