

Repair/Online Store Terms and Conditions

Last Updated: May 8, 2019

IMPORTANT: THESE REPAIR/ONLINE STORE TERMS AND CONDITIONS (“AGREEMENT”) CONSTITUTE YOUR AGREEMENT WITH FORTRESS UAV, LLC (HEREIN REFERRED TO AS “FORTRESS”, 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) Repair: Product and Services

- a. **Services** – Fortress 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, Fortress 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** – Fortress cannot be held responsible for content and/or media provided.
- c. **Parts and labor** – Fortress may provide both parts and labor. Fortress 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 Fortress for parts and services provided.
- d. **Mail-in Service** – the predominate method of service is to mail the product to a Fortress location. In some circumstances, Fortress may offer packaging and prepaid shipping. If Fortress does not provide prepaid postage or packaging, you must arrange for the shipping and packaging of your product to the Fortress 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 Fortress 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**- Fortress 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. **Repair Diagnostic Fee and Tiered Pricing.** Fortress will charge you a repair diagnostic fee for initial diagnostic and performance tests. An additional repair service fee, based on a pre-determined tiered pricing chart, will apply after our initial diagnostic test is complete.
- i. **Service Exclusions.** During repair if Fortress 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 Fortress’ revised estimated charges, or (ii) it is apparent based on the nature of failure that the product is not repairable, Fortress will return your

product to you without servicing it and Fortress will be entitled to retain in full the repair diagnostic fee you have paid.

j. 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, Fortress will ship your repaired or replacement product to the mailing address you furnished when you authorized service. If your product is returned to Fortress because delivery could not be completed at the address given, you will be responsible for the actual shipping charges incurred by Fortress. Fortress 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.

k. Customer responsibility

- i. If you ship the product to Fortress, 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. Fortress insures all products being return shipped to you.
- iii. It is your responsibility to remove batteries, and memory cards. Fortress is not responsible for damage or loss of batteries and media shipped when we have instructed otherwise.
- iv. Abandoned property – If your product is deemed unrepairable by Fortress, or you opt to not have Fortress perform the repair. Fortress will return the product to you for the shipping cost. If you do not provide an address at which Fortress may deliver your product within sixty (60) days; or you wait ninety (90) days to make payment arrangements, Fortress will notify you that it considers your product to be abandoned. Fortress will send notice to the mailing address you furnished when you authorized service. In the event that your product is abandoned, Fortress 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. Fortress 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 Fortress understands and may replicate the issue.
- vi. Fortress encourages you to review service order status information by contacting info@fortressuav.com or [Customer Service](#).

(2) Repair: Orders and Payment

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

2.2 Payment Methods. Fortress allows you to make purchases or place orders using credit card, debit card or check card or some other prearranged payment method unless Fortress 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. Fortress endeavors to offer you competitive prices on current Fortress products and services. Your total order price will include the price of the product or service on the day of order processing. Fortress 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, Fortress 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 Fortress sends to you will include any applicable sales tax.

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

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

(3) Repair: Warranty and Limitation of Liability

3.1 Service Warranty. For all service orders, Fortress 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, Fortress 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 Fortress 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 FORTRESS. FORTRESS 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, FORTRESS 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, FORTRESS 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, FORTRESS 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 FORTRESS 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 Fortress and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the "Fortress 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) Online Store: Policies

5.1 Online Store Terms.

By agreeing to these terms of service, you represent that you are at least the age of majority in your state or province of residence.

You may not use the products purchased from us for any illegal or unauthorized purpose.

A breach or violation of any of the terms will result in an immediate termination of your services. We reserve the right to refuse service to anyone for any reason, at any time.

5.2 Modifications to the Services and Prices.

Prices for our products and/or services are subject to change without notice.

We reserve the right at any time to modify or discontinue the online store 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.

5.3 Accuracy of Billing and Account Information.

We reserve the right to refuse any order you place with us. 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. 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 Online Stores Policy.

5.4 Products or Services

We have made every effort to display as accurately as possible the colors and images of our products that appear on the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

(6) General

6.1 Typographical Errors. Fortress is not responsible for typographical errors. Fortress 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.

6.2 Change of Terms. Fortress reserves the right to change this Agreement at any time.

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

6.4 Product/Service Changes. Fortress 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 Fortress makes no commitment to update the information provided online with respect to such products and services.

6.5 Access online. Fortress 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.

6.6 Governing Law. The laws of the State of Texas will govern this Agreement.

6.7 No Changes to the Agreement. No Fortress employee or agent has the authority to vary any of the terms and conditions governing any transaction.

6.8 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.

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

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

6.11 Data Protection. You agree and understand that it is necessary for Fortress to collect, process and use your data in order to process sales, perform service and confirm compliance with applicable laws. Fortress will maintain and use your personal data in order to allow you to exercise your rights arising from the service of your Fortress product and for quality and service related purposes. Fortress will not use your information for direct marketing purposes without obtaining your consent. If you wish to have access to the information that Fortress holds concerning you or if you want to make changes, access URL link to [privacy statement](#) or to update your personal contact preferences you may do so at [RepairShopr](#)

6.12 Subcontractors. Fortress may subcontract with other service providers for the service of your product.

6.13 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.

6.14 Complete Agreement; Force Majeure. This Agreement governs service transactions accepted by Fortress. No other oral or written terms or conditions apply. Fortress 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 Fortress's reasonable control.

7. NOTICES TO CALIFORNIA CONSUMERS ONLY

7.1 An estimate for repairs, as required (section 9844 of the California Business and Professions Code), shall be given to the customer by the service dealer in writing. The service dealer may not charge for work done or parts supplied in excess of the estimate without the prior consent of the customer. Where provided in writing the service dealer may charge a reasonable fee for services provided in determining the nature of the malfunction in preparation of a written estimate for repair. For information, contact the Bureau of Electronic and Appliance Repair, Department of Consumer Affairs, Sacramento, CA 95814, U.S.

7.2 A buyer of this product in California has the right to have this product serviced and repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists during the warranty period, the warranty will not expire until the defect has been fixed. The warranty period also will be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. The time extension does not affect the protection or remedies the buyer has under other laws.