Evolution Flight Pty Ltd ACN 653 271 320 – Limited Warranty Policy

This Limited Warranty Policy ("Policy") forms part of, and is incorporated into, Evolution Flight's Conditions of Supply and the Contract for the supply of the Goods. Words defined in the Conditions of Supply have the same meaning in this Policy.

This Policy sets out the warranty Evolution Flight gives for the Goods, the Warranty Period, what is and is not covered, the Buyer's remedies, and how a warranty claim is made and processed. To the extent of any inconsistency, this Policy prevails in relation to the warranty and warranty service, and the Conditions of Supply prevail in relation to all other matters. Nothing in this Policy excludes, restricts or modifies any right of the Buyer that cannot by law be excluded, including under the Australian Consumer Law.

1 Consumer rights

(a) Nothing contained in this Policy is intended to limit the rights of the Buyer to the extent that the Buyer is a "consumer" within the meaning of the *Competition and Consumer Act 201*0 and has the benefits of the Consumer Guarantees contained in Part 3.2 of the *Australian Consumer Law*. The rights of the Buyer under this Policy are in addition to any rights that the Buyer has at law (except to the extent that such rights may be lawfully excluded by the agreement of the parties).

2 The warranty

(a) Evolution Flight warrants that the Goods will be free from defects in material and workmanship and materially conform to their applicable specifications. This warranty will be valid for a span of either twelve (12) months from the date of delivery or for fifty (50) hours, as reflected in the Autopilot's built-in flight hour log, depending on which duration concludes first from the delivery date of the Goods (defined as the "Warranty Period"). This warranty (termed the "Warranty") remains effective only if the Goods have been operated and maintained under normal operational conditions, adhering strictly to the relevant specifications and user guidelines throughout the Warranty Period.

3 Warranty personal to the Buyer

(a) The Warranty is personal to the original Buyer, is non-transferable, and does not pass to any subsequent owner or on any resale of the Goods, unless Evolution Flight consents in writing. This clause does not exclude, restrict or modify any right of the Buyer that cannot by law be excluded, including under the Australian Consumer Law.

4 What is not covered

(a) Evolution Flight's Warranty does not include or cover:

(i) crash or fire damage caused by non-manufacturing factors, including but not limited to, pilot errors;

(ii) damage caused by unauthorized modification or disassembly not in accordance with Evolution Flight's instructions or manuals or damages caused by maintenance providers not authorised by Evolution Flight;

(iii) water damage or other damages caused by improper installation, incorrect use, or operation not in accordance with Evolution Flight's instructions or manuals;

(iv) damage caused by flights which did not follow Evolution Flight's instruction manual recommendations or guidance;

(v) damage caused by operation of the Goods in inclement weather including but not limited to strong winds, rain, sand/dust storms, etc;

(vi) damage caused by operating the Goods in an environment with electromagnetic interference including but not limited to close to radio transmission towers, high-voltage wires, substations, etc;

(vii) damage caused by operating the Goods in an environment suffering from interference from other wireless devices including but not limited to transmitters, video-downlinks, Wi-Fi signals, etc;

(viii) for Evolution Flight unmanned aircraft, damage caused by operating the Goods at a weight greater than the maximum take-off weight (MTOW) specified by Evolution Flight, or otherwise outside the configuration, battery, payload, attachment, environmental or operational limitations specified in the applicable manual or Contract Schedule;

(ix) for Evolution Flight Fuel Injection Engine systems, damage caused by using improper fuel, additives or ratios that are not in accordance with Evolution Flight's instructions or manuals;

(x) damage caused by attempting to operate the Goods with knowingly damaged, defective or worn components, or where the operator should have reasonably known or suspected the relevant components were damaged, defective or worn;

(xi) damage caused by operating the Goods with a low-charged or defective battery;

(xii) batteries of any type (including without limitation lithium-polymer and lithium-ion cells and packs), which are consumable items with a finite service life, together with any charging equipment, and any damage, degradation, reduced capacity, swelling, leakage, venting, fire or thermal event arising from the charging, discharging, storage, transport, age, cycling or handling of any battery, whether or not the battery was supplied by Evolution Flight;

(xiii) consumable and wear parts, including without limitation propellers, motor and bearing wear, drive belts, fasteners, wiring looms, connectors, seals, vibration dampers, filters, landing gear and any other part that is expected to wear or be replaced in the course of ordinary use;

(xiv) fair wear and tear, and cosmetic damage (including without limitation scratches, marks, fading or discolouration) that does not affect the airworthiness or function of the Goods;

(xv) any third party component, payload, sensor, radio, software or accessory not manufactured by Evolution Flight, for which the Buyer's sole remedy (if any) is under the warranty (if any) of the original manufacturer, which Evolution Flight will pass through to the extent it is able and permitted to do so;

(xvi) any software or firmware defect where the Buyer has failed to install a firmware update, patch, safety bulletin or configuration change issued or recommended by Evolution Flight, and Evolution Flight gives no warranty that any software or firmware is or will be error-free or uninterrupted;

(xvii) damage arising after the Buyer knew, or ought reasonably to have known, that the Goods were or may be defective, damaged or unsafe, where the Buyer continued to operate the Goods or failed to promptly report the matter to Evolution Flight;

(xviii) Goods with altered, removed, defaced or unreadable serial numbers, identification labels or tracking markers; and

(xix) loss or corruption of data of any kind.

5 Other warranties excluded

(a) Subject to any condition, warranty or right implied or imposed by the *Competition and Consumer Act 201*0 or any other law which cannot by law be excluded by agreement, except for the Warranty explicitly provided for in clause 2, Evolution Flight gives no warranties regarding the Goods and all other implied or imposed conditions, warranties and rights are excluded. Where any condition, warranty or right is implied or imposed by law and cannot be excluded, Evolution Flight limits its liability for breach of that implied or imposed condition, warranty or right to the fullest extent permitted by law.

6 Remedies

(a) Subject to the qualifications in section 64A of the *Australian Consumer Law* or any other applicable law, Evolution Flight's liability in respect of the Warranty or for any breach of any implied or imposed condition, warranty or right in connection with the supply of the Goods is limited to one or more of the following (at the election of Evolution Flight):

(i) replacement of the Goods or supply of goods equivalent to the Goods;

(ii) repair of the Goods;

(iii) payment of the cost of replacing the Goods or acquiring goods equivalent to the Goods;

(iv) payment of the cost of having the Goods repaired.

(b) Where Evolution Flight elects to replace the Goods under the Warranty, Evolution Flight will replace them as soon as possible with other Goods of the same or equivalent kind as the original Goods and otherwise upon the same terms and conditions as those to which the original Goods were subject.

7 Making a warranty claim

(a) To make a claim under the Warranty, the Buyer must notify Evolution Flight within the applicable Warranty Period and, in any event, within 30 days after the Buyer first becomes aware, or ought reasonably to have become aware, of the relevant defect or issue.

(b) Before returning any Goods, the Buyer must obtain a Return Material Authorisation (RMA) from Evolution Flight. As a condition precedent to any Warranty service, the Buyer must provide the flight logs, telemetry, maintenance records, configuration and firmware versions, photographs, video and incident details reasonably required by Evolution Flight, and must not repair, dismantle, modify or otherwise alter the Goods before Evolution Flight has

inspected them. The Buyer must deliver the Goods to Evolution Flight within 10 business days after an RMA is issued, failing which Evolution Flight may treat the claim as withdrawn.

(c) If the Buyer suspects that the Goods are defective or otherwise subject to a claim under the Warranty, the Buyer may return the Goods to Evolution Flight together with any and all relevant flight information, logs, photo(s), video(s), and a detailed statement indicating the Buyer's basis for suspecting that the Goods are defective. The Buyer is responsible for all costs of shipping, and handling. Evolution Flight is not responsible for insurance on the Goods at any time.

(d) If the Buyer makes a claim under the Warranty, the Buyer must provide Evolution Flight with any and all relevant flight information, logs, photo(s), video(s), a detailed statement of the Buyer's basis for making the claim, and any other information reasonably requested by Evolution Flight. Evolution Flight is not liable under the Warranty until the above materials have been provided by the Buyer and Evolution Flight has had a reasonable opportunity to assess the claim

8 Warranty service and returns

(a) Where Evolution Flight repairs or replaces the Goods or a part under the Warranty, the repaired or replacement item is warranted for the greater of the remainder of the original Warranty Period or 90 days from the date the repaired or replacement item is delivered. Repair or replacement does not restart or extend the original Warranty Period.

(b) Any part or Goods removed or replaced under the Warranty become the property of Evolution Flight, and the Buyer assigns to Evolution Flight all right, title and interest in those items on removal or replacement, so that Evolution Flight may carry out failure analysis.

(c) Before sending any Goods for service, the Buyer must remove all payloads and third-party accessories, and must back up and remove all data. Evolution Flight has no responsibility for any payload, accessory or other item sent in with the Goods, or for any loss, corruption or disclosure of data occurring during service.

(d) Where Evolution Flight inspects returned Goods and finds no defect covered by the Warranty, or the claim is otherwise excluded, Evolution Flight may charge the Buyer reasonable evaluation, handling and return shipping costs. The Buyer bears the risk of loss and the cost of insurance for Goods in transit to Evolution Flight unless Evolution Flight provides a prepaid shipping label and is the shipper of record, and must package the Goods to commercial standards.

(e) Warranty service is provided only in the region in which the Goods were purchased, unless Evolution Flight agrees otherwise in writing. The Buyer is responsible for all logistics, customs, duties, taxes, permits and compliance relating to any cross-regional shipment or service.

(f) Operational, troubleshooting or other guidance provided by Evolution Flight support, including by email, telephone, chat, in-app message or service communication, is provided for information only and does not create or modify any warranty, or waive any exclusion, unless Evolution Flight expressly agrees in a writing signed by an authorised officer of Evolution Flight.

9 Fraud and abuse

(a) Evolution Flight may decline a claim and terminate Warranty eligibility for the relevant Goods where there is fraud, misrepresentation, tampered or falsified logs or data, or abuse of the Warranty or service process.

10 End of support

(a) Evolution Flight may designate any Goods or component as end-of-support. For such items Evolution Flight may, at its option, offer functionally equivalent service or components, or decline further service and instead offer a pro-rata refund, credit or trade-in value.

11 United States sales

(a) Warranty disclaimer. For a US Sale, the express Warranty in clause 2 is the only warranty given by Evolution Flight. **EXCEPT FOR THAT EXPRESS LIMITED WARRANTY, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE GOODS ARE PROVIDED "AS IS" AND EVOLUTION FLIGHT DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.** The Goods are commercial products sold for business use and are not consumer products; the Magnuson-Moss Warranty Act does not apply. Some jurisdictions do not allow the exclusion of certain implied warranties, so parts of this exclusion may not apply to the Buyer.

(b) For a US Sale, this Policy is also subject to the United States Supplemental Terms in the Conditions of Supply, including the governing law, dispute resolution, limitation of liability, security interest and export-control provisions set out there.