



OWNER AND OPERATOR RESPONSIBLE FOR SAFE OPERATION OF UNMANNED AERIAL VEHICLE

Use of an unmanned aerial vehicle (“UAV”) also known as an unmanned aerial system (“UAS”) and known by some as a drone **can cause risk of serious injury or death to people, animals and damage to property**. Therefore, an operator (and an owner allowing others to use the UAV) has the obligation to act safely and responsibly at all times. In first learning to operate a drone or learning to operate a drone with which the operator is not familiar, the operator should seek instruction from someone knowledgeable and should learn in areas that are open and free of obstacles (for example, in a large field) and away from other people. Even once an operator is proficient in flying the UAV, the operator should always be flying on the assumption that the power could be lost without notice and the UAV could crash. A free-falling UAV, even weighing just a few pounds, dropping on someone’s head or other body parts or through a car windshield could cause serious injury or death.

At no point should a UAV be flown directly or even nearly overhead of people, animals or property that could be injured or damaged, if the UAV were to crash.

If the operator is flying near someone who is in motion, the operator must consider the path of that person (or the vehicle the person is in) to make sure that the UAV could not fall into the path of the person or vehicle. Further, in that same regard, flying a UAV low to the ground near a person who is moving on foot or in a vehicle could be distracting and cause that person to have an accident even if the UAV does not crash. Also, the moving rotors on a UAV can cause severe injury and the operator must not allow the rotors to come close to any person, animal or property that could be damaged. Thus, the operator of a UAV must at all times use common sense, act respectfully of others and always keep in mind that the UAV could stop flying without notice. Similarly, an operator should not fly a UAV over roadways and especially should not hover over one where the UAV could fall onto moving vehicles.

Unless the UAV operator has the permission of the persons in charge of an accident scene, disaster site, fire, etc., the operator should not fly the UAV. Even then, the operator is responsible for first learning whether the area is subject to a flight restriction imposed by the

Federal Aviation Administration (“FAA”). Flying the UAV without permission of those in charge could cause risk to rescue or police helicopters, air ambulances, news helicopters, and firefighting aircraft and could hamper the operations of those first responders.

It is also the responsibility of the owner and operator to learn about national, state and even local laws and ordinances concerning UAV flight. UAV-America, Inc. encourages owners and potential operators to hire a professional licensed flight instructor to learn how to read and interpret flight maps (for example, “Sectionals”) and to understand the national airspace system and airspace classifications. Persons flying recreationally are subject to some FAA safety rules and those rules must be learned. Persons wanting to fly a UAV commercially (which means anything other than for pure hobby use), must comply with additional FAA safety regulations and policies which may require the owner/operator to apply for a license or exemption and follow specific requirements of the FAA. Recreational users of UAV must register their aircraft with the FAA (can register several with the same number) and commercial operators must register *each* aircraft separately.

Even apart from the obligation to operate a UAV responsibly and safely, the owner and operator should be respectful of the privacy and property rights of individuals.

This safety warning and any others contained in the UAV-America, Inc. materials or website cannot teach the operator/owner everything he or she needs to know to safely operate a UAV or how to comply with the laws. Therefore, the owner and operator should not rely on these materials as the primary safety and legal guides by which a UAV is flown. Purchasing the UAV, reading all the instructional materials and learning how to fly the UAV is just the beginning of the UAV owner and operator’s responsibilities.

LIMITED WARRANTY, EXCLUSIVE LIMITED REMEDY FOR DEFECT, TIME TO DISCOVER AND REPORT DEFECT. DISCLAIMER. CAUTION: LIMITED TIME TO DISCOVER AND REPORT ANY DEFECTS. READ IMMEDIATELY ON PURCHASE.

This limited warranty is valid only on products sold and used in the United States.

UAV-America, Inc. warrants to the original purchaser that all goods sold by UAV-America, Inc. will be free from material defects at the time of delivery to the original owner only. Upon purchase, the owner shall inspect and test the UAV and related equipment for any defects and the owner **must notify UAV-America, Inc. in writing of the material defect within thirty days of purchase and delivery and make arrangements for the prompt return of the product to UAV-America.**

UAV-America, Inc. will repair or replace, at its sole option, any defective components of its unmanned aerial vehicle that were defective at time of delivery and that are discovered and reported to UAV-America, Inc. within the thirty-day period. Repair or replacement is the sole and exclusive remedy for any covered defect. Defects not discovered and reported to UAV-America, Inc. in writing within the thirty-day period after purchase and delivery are not covered by any UAV-America, Inc. warranty. Damage caused during use of the unmanned aerial vehicle is not covered by this warranty. **Other than for this limited warranty and limited remedy, UAVAmerica, Inc. sells the products “as is.”**

Beyond the thirty-day period of the limited express warranty, UAV-America, Inc. does not provide any warranty of any kind, expressed or implied. **UAV-AMERICA, INC. DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND LIMITS THE REMEDY FOR DEFECTS DISCOVERED AND REPORTED DURING THE INITIAL 30 DAYS FROM PURCHASE AND RECEIPT BY THE ORIGINAL OWNER TO REPAIR OR REPLACEMENT OF THE DEFECTIVE PART. IN NO EVENT SHALL UAV-AMERICA, INC. BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO THE USE OF THE PRODUCTS SOLD.**

THE OWNER SHOULD ALSO REFER TO AND COMPLY WITH ANY SEPARATE WARRANTY, IF ANY, OF THE MANUFACTURER OF ANY COMPONENT (for example, cameras, camcorders etc.) as, in some cases, that manufacturer’s warranty may exceed the UAV-America, Inc. warranty or remedy.

The owner and operator assume all risk and liability for loss, damage or injury to themselves, their property (including but not limited to the unmanned aerial vehicle itself and any payload) and to others and their property arising out of the use or misuse or inability to use the product sold by UAV-America, Inc..

Note that although UAV-America, Inc. may voluntarily provide technical assistance via telephone, email or website, this assistance does not equate to or imply any warranty.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages and so, the above limitations or exclusions may not apply to you. This warranty gives you specific rights and you may have other rights that vary from state to state.

To obtain warranty service, contact UAV-America, Inc. at:

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