

## WARRANTY

### Part I – Limited Warranty

### Part II – GENERAL TERMS

#### PART I – LIMITED WARRANTY

These Elinz After-Sales Policies (these “Policies”) only apply to the MJX X104G products you purchased from Elinz for your own use and not for resale. By using your MJX X104G drone, you agree to be bound by these Policies. If you are not eligible or do not agree to any of the terms, do not use your MJX X104G drone. You are entitled to a full refund of your purchase of the product if you return the inactivated product within seven (7) days in accordance with the Part III of these Policies.

#### What is Covered?

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Elinz warrants that each hardware product that you purchase is free from materials and workmanship defects under normal use and conditions during the warranty period. If the product fails due to a covered defect during the warranty period, Elinz will provide you with a remedy under this policy. The product’s warranty period starts with the original date of purchase specified on your sales receipt or invoice unless Elinz informs you otherwise in writing. The warranty period and types of after-sales service that apply to your product are set forth below in “Part II – General Terms” above.

The benefits given by this Limited Warranty are in addition to your rights and remedies at law, including those under the Australian Consumer Law.

#### How to Obtain Warranty Service?

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If a product does not function as warranted during the warranty period, you may obtain after-sales service by contacting Elinz’s local service center as provided in Part III of these Policies or through our website . You need to provide a valid proof-of-purchase, receipt, or order number for the warranty service. Charges may apply for services not covered by this Limited Warranty.

#### Elinz’s obligation when there is defect during the warranty period

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Elinz will attempt to diagnose and resolve your problem by telephone, e-mail or online chat. Elinz may direct you to download and install particular software updates. If your problem cannot be resolved over the telephone or through the application of software updates, you may be required to deliver the product

to Elinz for further examination. Elinz will arrange for repair or replacement service at no cost if the problem falls under this Limited Warranty.

## **Obtaining Warranty Service**

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Not all kinds of defects are covered by this policy. Specifically, the following are not covered by warranty

- × If the product crashes or has fire damage due to a fault by non-manufacturing factors, including, but not restricted to pilot errors
- × If the damage is a result of forced disassembly, unauthorized modification, or shell opening not in compliance with the manuals or official instructions
- × If there is an improper installation, wrong use or maneuvering not in compliance with the manuals or official instructions that caused damage to the product.
- × If the defect or damage is caused by a non-authorized manufacturer or seller.
- × Of the circuits' modification and misuse or mismatch of battery and charger are unauthorized and caused damage
- × If certain flights are not followed as recommended in the manual and caused damage to the product
- × If the product is operated despite the bad weather condition such as storms, sand/dust and strong winds that resulted in damage of the product
  
- × If the damage occurred due to an environment electromagnetic interference such as high-voltage wires, in mining areas or close to the transmission towers of radio, and the likes
- × If the product is operated and got damaged due to operation in an environment that's encountering interference from other wireless devices such as video downlink, Wi-Fi signals and transmitter, among others
- × If the product is operated and got defected due its operation at a weight, heavier than its takeoff weight, as indicated in the instruction manual.
- × If the product got damage due to forced flight when the parts have aged or been damaged
- × If the product is damaged because of compatibility and dependability issues when utilizing third-party components
  
- × If the product got damaged due to operation of the device with a defective or low-charged battery
- × If the product is operated without any error or uninterruptedly
- × If the data is lost or damaged by the product
- × Any software program, whether it comes with the product or installed after

- × Damaged caused by, or failure coming from any third-party product
- × If the damage is caused by any non-Elinz technical support like the how-to questions, and installation and setup of the product that's inaccurate
- × If the parts or products has a modified identification label or, if the identification label is removed

## **Restrictions in Liability**

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Elinz is liable for the damage or loss of your product only while it is in the seller's possession or being transported, if Elinz is accountable for the transportation. Elinz is NOT held liable for the loss or disclosure of any data which include personal, proprietary or personal information as indicated in the product.

To the extent which the law permitted under no circumstances and notwithstanding the failure of important purpose of any remedy developed herein, shall Elinz, its resellers, suppliers, service providers or affiliates be responsible for any of the following even though they informed of their possibility and regardless of whether the particular claim is based on warranty, negligence, agreement, strict accountability or other theories of accountability:

- 1) Third party demands against you due to damage damages
- 2) Disclosure, damage or loss of your data
- 3) Consequential, special, punitive or incidental damages which include, but not restricted to loss of business revenue, profits, expected savings or goodwill.

In no circumstance, shall the entire accountability of Elinz, its affiliates, resellers, service providers, suppliers for whatever cause it is, go beyond the amount of exact direct damages, not to go beyond the cost paid for the product.

The foregoing restrictions are not applicable to damages for bodily injury with death included, property damage or tangible personal property from which Elinz is accountable, according to the Law.

## **LIMITATION OF WARRANTY**

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To the extent which the law permit, except as expressly provided in this limited warranty, Elinz disclaims all kinds of warranties, whether statutory, express or implied, including: (a) Any implied warranty of merchantability, fitness for a particular purpose, title, quiet enjoyment, or non-infringement; and (b) Any warranty arising out of course of dealing, usage, or trade. The Elinz entities do not warrant, except

expressly provide in Elinz Limited Warranty, that the product, product accessories, or any portion of the product, or any materials, will be uninterrupted, secure, or free errors, viruses, or other harmful components.

Should such warranties cannot be disclaimed, Elinz limits the duration and remedies of such warranties to the duration of this express warranty and, at Elinz option, the repair or replacement services provided in this limited warranty.

Some jurisdictions may prohibit a disclaimer of warranties and you may have other rights that vary from jurisdiction to jurisdiction.

## **Your Other Rights**

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This Limited Warranty offers added and specific legal rights. You may have other rights according to the applicable laws of your state or jurisdiction. You may also have other rights under a written agreement with Elinz. Nothing in this Limited Warranty impacts your statutory rights, including the consumers' rights under laws or regulations governing the sale of consumer products that cannot be waived or limited by agreement.

Our products come with assurances that cannot be omitted under the Australian Consumer Law. You have the authority to replace or refund in case there is a major failure, and reimbursement for any other sensibly foreseeable damage or loss. You are entitled, too, to have the products repaired if they fail to be of acceptable characteristic and the failure does not amount to a major failure. Ordering one of our products here give you the legal rights known as 'consumer guarantees' which is applicable for a sensible time from the date of purchase until such a failure turns apparent and notwithstanding of the warranty of the manufacturer warranty as this policy provides. The said warranty of the manufacturer herein applies on top of the rights you already have at law, and are not intentional to restrict, alter or limit your consumer guarantee rights in any manner.

## **PART II – GENERAL TERMS**

Elinz guarantees that, subject to the following conditions, Return & Refund Service, Replacement Service and Warranty Repair Service can be requested. Please contact Elinz for more details. You will be required to fill out a repair form, which should be sent to us along with the to-be-repaired unit.

### **You can request Return & Refund Service:**

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- √ Within a week or seven (7) calendar days of receiving the product if it has no manufacturing damage, has not been activated, and is still in new or like-new condition.
- √ Within a week or seven (7) calendar days of receiving the product if it has a manufacturing defect

### **Return & Refund Service will not be provided where:**

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- × It is requested beyond seven (7) calendars days of receipt of the product.
- × A product sent to Elinz for Return & Refund Service does not include all original accessories, attachments or packaging, or any item is not in new or like-new condition, i.e. with cracks, dents or scratches.
- × A legal proof of purchase, receipt or invoice is not provided or is reasonably believed to have been forged or tampered with.
- × Any fault or damage of the product is caused by unauthorized use or modification of the product, including exposure to moisture, entry of foreign bodies (water, oil, sand, etc.) or improper installation or operation.
- × Product labels, serial numbers, waterproof marks, etc. show signs of tampering or alteration.
- × Damage is caused to the product by uncontrollable external factors, including fire, floods, high winds or lightning strikes.
- × A product is not delivered to Elinz within seven (7) calendar days after Return & Refund Service confirmation is sent from Elinz.
- × Other circumstances are stated in this policy.

### **You can request for a Replacement Service:**

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- √ Within fifteen (15) calendar days of receipt of product if it has sustained a substantial damage in transit, provided always that the damage proof issued by the carrier can be provided to Elinz.
- √ Within fifteen (15) calendar days of receiving the product if the product does not match the original description of the product in one or more significant respects.
- √ Within fifteen (15) calendar days of receiving the product if the product suffers performance failure.

### **Replacement Service will not be provided where:**

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- × Service is requested more than fifteen (15) calendars days after receiving a product.
- × Legal proof-of-purchase, receipts, or invoices are not provided, or are reasonably believed to have been forged or tampered with.
- × A product sent to Elinz for replacement does not include all original accessories, attachments and packaging, or contains items damaged by user error.
- × A product is found to have no defects after all appropriate tests are conducted by Elinz.
- × Any fault or damage of the product is caused by unauthorized use or modification of the product, including exposure to moisture, entry of foreign bodies (water, oil, sand, etc.) or improper installation or operation.
- × Product labels, serial numbers, water damage marks, etc. show signs of tampering or alteration.
- × Damage is caused by uncontrollable external factors, including fires, floods, high winds, or lightning strikes.
- × Received product has not been sent back to Elinz seven (7) calendar days after replacement confirmation from Elinz
- × Proof of damage during transportation which the carrier issued cannot be provided.
- × Other circumstances stated in this policy.

## **Important Information**

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- √ If, for any reason you, as the customer are unsatisfied with your purchase, contact Elinz within 60 days of the delivery date. The seller will organize to return the product and receive a refund of the purchase.
- √ You are responsible for shipping costs when sending product(s) for return, repair or replacement.
- √ Elinz will examine the returned product(s) to identify the problem. If the problem qualifies for service under this policy, Elinz will bear the cost for refund, replacement, or repair and return the product(s) at our cost to you.
- √ If Elinz determines that the issue in question is not covered by this After-Sales Policy, you will have to apply for Customer Paid Repair Service. Elinz will not start repair until you agree to the cost for repair quoted by DJI [us]. If you disagree with the cost for repair, Elinz will return the product(s) with you burdening the cost of return shipping.
- √ Please be aware that where a product is capable of retaining user-generated data, such data may be lost during the repair process. We therefore recommend that you back up your data prior to any repair.
- √ Please note that data analysis service will not be provided after warranty expiration.
- √ If the aircraft is water-damaged, its performance may be severely affected, and the aircraft will be beyond repair. So a replacement service is provided, instead of repair services, if the product is sent in.

√ Before sending your product for repair, please remove any customized decorations and items on it (including but not limited to decorative stickers, UAS stickers, paintings, etc.). Elinz will not be liable for any damage or loss that may take place to these customized decorations and items.

√ To guarantee your legal rights, please check whether your product is intact (check whether any damage has occurred to your product during transportation) when signing for it. If the product has a defect, please report it to us within seven (7) days of signing for it; or it will be deemed that the product you signed for is intact and fully functional.

## **WARRANTY PERIOD OF MAIN PARTS\***

### **DRMJX104G**

- Remote Controller: 12 Months
  - Camera: 6 Months
  - Vision Positioning System: 6 Months
  - Propulsion system (excluding propellers): 6 Months
  - Battery: 6 Months and Charge Cycle less than 200 Times
  - Charger: 6 Months
  - Frame: No warranty
  - Propeller: No warranty
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