



Sales Order DA00445

Quote by Candace - info@droneamplified.com

***Payment terms:** NET30

***Tax Notice:** Tax costs are not included in this quote. Tax will be calculated based on your local regulations, unless you provide a tax exemption certificate.

***Shipping Notice:** Shipping costs are not included in this quote. Shipping will be covered by Drone Amplified on orders over \$10,000.00, and calculated based off of location otherwise.

***Quote Validity:** This quote was generated on Oct. 25, 2024, and will remain valid for 30 days.

Terms and conditions for sale:

Warranties:

Drone Amplified warrants that each Drone Amplified product purchased will be free from material and operating defects under normal use during the warranty period. Drone Amplified, provides warranty of one year. If a product does not function as warranted during the warranty period, buyer may obtain after-sales service by contacting Drone Amplified.

During the warranty period, Drone Amplified, at its only discretion, will repair or replace the faulty components with the same or similar suitable ones or, in the case that repair or replacement is not possible, provide a credit voucher, all provided that the faulty components were returned to and confirmed by Drone Amplified. Any attempts by the buyer to modify the system, whether in part or entirely, either in a material way or in software, will cause an immediate termination of the warranty.

Warranty does not cover: 1) crashes or fire damage caused by non-manufacturing factors, including but not limited to, pilot errors; 2) damage caused by unauthorized modification or disassembly not in accordance with Seller's instructions or manuals; 3) damage caused by improper installation, incorrect use, or operation not in accordance with Drone Amplified's instructions or manuals; 4) damage caused by unauthorized modification of circuits and mismatch or misuse of the battery and charger; 5) damage caused by a forced operation when components have aged or been damaged; 6) damage caused by reliability or compatibility issues when using unauthorized third-party parts; 7) damage caused by operating the unit with a low-charged or defective battery; 8) loss of, or damage to, buyer's data by a product; 9) any software programs, whether provided with the product or installed subsequently; 10) damage resulting from any non-Drone Amplified technical or other support.

Use of IGNIS may require FAA authorization under a Certificate of Waiver or Authorization (COA), Agricultural Operations Certificate (Part 137), or operation as a Public Aircraft Operator (PAO).

Superseding Terms and Conditions:

By engaging in any transaction with Drone Amplified, you agree that our terms and conditions supersede and take precedence over any conflicting or alternative terms and conditions presented by any other party, unless explicitly agreed upon in writing by both parties. BPA Terms and Conditions take precedence. FAR 52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services, paragraph (g)(2) states Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

Interest on Late Payments:

In the event of late payment, Drone Amplified reserves the right to accrue interest on the outstanding amount starting from the day following the specified due date. The applicable interest rate for late payments is set at 6.625% per annum. The responsibility for ensuring timely payments rests solely with the purchasing party, and any failure to meet payment obligations may result in the accrual of interest charges. See previous statement. Should the government not process invoice payment IAW the prompt payment act, the contractor is entitled to interest at the treasury rate applicable to time period payment was late.



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Cancellation of Purchase Order (PO):

Drone Amplified retains the right to cancel any purchase order (PO) at its discretion. This decision may be made for various reasons, including but not limited to changes in business circumstances, product availability, price, or the purchasing party's failure to adhere to the agreed-upon terms and conditions. In the event of a PO cancellation, Drone Amplified will communicate such decisions promptly to the affected party. Per the mutually agreed upon BPA Ordering Instructions, this cancellation language is not applicable.



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Limitation and Exclusion of Liability:

TO THE MAXIMUM EVENT PERMITTED BY THE APPLICABLE LAW, IN NO EVENT SHALL DRONE AMPLIFIED, ITS SUBSIDIARIES, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL, USE, DATA, OR ANY INTANGIBLE LOSSES ARISING OUT OF OR RELATING TO THE USE OF, OF INABILITY TO USE THE GOODS.

UNDER NO CIRCUMSTANCES WILL DRONE AMPLIFIED BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE GOODS.

TO THE MAXIMUM EXTENT PERMITTED BY THE LAW, DRONE AMPLIFIED WILL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY: 1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; 2) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM THE USE OR MISUSE OF THE GOODS; 3) ANY INTERRUPTION OR CESSATION OF THE TRANSMISSION TO OR FROM THE GOODS; 4) ANY BUGS, VIRUS, OR THE LIKE TRANSMITTED BY THIRD PARTIES; 5) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT MAILED OR POSTED; 6) USER OR DEVELOPER CONTENT OR DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF A THIRD PARTY.

IN NO EVENT SHALL DRONE AMPLIFIED, ITS SUBSIDIARIES, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE FOR CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COST IN ANY AMOUNT EXCEEDING THE AMOUNT PAID TO DRONE AMPLIFIED FOR IGNIS. THIS LIMITATION AND EXCLUSION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS.

These terms and conditions are subject to change without prior notice. It is the responsibility of the parties involved to review and accept the current terms and conditions before engaging in any transactions with Drone Amplified.