

Terms & Conditions of Sale

IMPORTANT – READ CAREFULLY: BY PURCHASING A COLSA PRODUCT YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT IS SUBJECT TO CHANGE WITHOUT NOTICE, FROM TIME TO TIME IN OUR SOLE DISCRETION.

These terms (“Agreement”) govern the sale of COLSA branded goods (“Product”) between COLSA Corporation (“COLSA”) and the Buyer (“Buyer”). This document acknowledges receipt of the Buyer’s order by COLSA and confirms the sale of Product evidenced by the invoice as expressly conditioned on the Buyer’s acceptance of the terms and conditions set forth herein.

1. **PRICES** – All published prices are subject to change without notice. Written quotations shall expire thirty (30) calendar days from the date of quotation unless withdrawn in writing sooner. Verbal quotations are provided for budgetary guidance only. Unless otherwise specifically stated, prices are in U.S. Dollars.

2. TERMS OF PAYMENT

- a. **Deposits** – On orders requiring a deposit, Buyer must make a deposit equal to the amount specified by COLSA at the time of order. Reservation numbers and delivery estimates are provided at the sole discretion of COLSA.
- b. **Method of Payment** – Payment may be made by wire transfer or credit card payment via Visa, Mastercard, American Express or Discover with valid credit card authorizations. All orders are payable in U.S. Dollars (USD).
- c. **Standard Payment Terms** – All orders must be paid in full prior to shipment via wire transfer or credit card. COLSA has the right to refuse any order, even after accepting payment or partial payment for such order. COLSA will credit/refund any such payment made by the Buyer, if COLSA rejects the order. Once Buyer has been notified that a product is allocated to them, the Buyer must have sufficient funds in Buyer’s account to cover the cost of the Product or remit payment in full within five (5) business days, or the order will be canceled. All canceled orders must be re-ordered (order positions based on re-order date).

- d. **Deposit Payments** – Deposit payment may be remitted via wire transfer or credit card payments. COLSA reserves the right to reject any order. COLSA will credit or refund any payments if COLSA rejects the order.
 - e. **Balance Payments** – Buyer must pay the full remaining balance of the invoice before order will be processed for shipment. Full balance payment must be made within five (5) business days of order confirmation or the order will be canceled and the product allocated to the order will be released back to open inventory and may be unavailable thereafter. Balance payments may be remitted via wire transfer or credit card payment. Buyer authorizes COLSA to charge the same credit card used for the initial order deposit or charge the credit card on file, if applicable, for the remaining balance payment without additional confirmation from Buyer. COLSA reserves the right to reject any order. COLSA will credit or refund any payments made if COLSA rejects the order.
3. **Leasing** –COLSA does not offer any leasing options for COLSA Product. COLSA does not affiliate, authorize, or support any entities offering leasing options for COLSA Product. COLSA assumes no liability for services or Products offered by unauthorized third-party entities offering COLSA Product or services.
4. **DELIVERY AND ACCEPTANCE** – Unless otherwise provided by COLSA in writing, all Product shipments shall be made Free on Board to Destination (FOB-Destination) in the United States from the COLSA facility at Huntsville, Alabama. In the absence of specific shipping instructions from the Buyer, COLSA will ship by the method it deems, in its sole discretion, most advantageous. Transportation charges will be collected prior to shipment as applicable. Unless otherwise specified, products will be shipped in standard commercial packaging. If COLSA can accommodate special packaging requested by the Buyer, any additional costs will be the responsibility of the Buyer. COLSA reserves the right to reject certain shipping or packing methods COLSA shall use reasonable efforts to notify Buyer of any anticipated delays in delivery. COLSA will not be liable for any loss, damages or penalty resulting from delay in delivery. Acceptance of the Product by the Buyer shall occur no later than fourteen (14) days after receipt of Product. Product not rejected during this fourteen-day period shall be deemed accepted, and all returns shall be handled in accordance with Section 7 (Returns). Product cannot be

rejected by Buyer based on criteria that were unknown to COLSA or based on test procedures that COLSA does not conduct.

5. **RESTRICTIONS ON USE** – Buyer will not cause or permit the modification or reverse engineering of software, electronics or sealed components of COLSA Product without express written consent from COLSA. Buyer will not develop or use non-COLSA approved products or software that plug into or directly affect the function or performance of COLSA Product without express written consent from COLSA. Buyer will not cause or permit any reverse engineering of COLSA Product. Buyer will not provide repair services for COLSA Product without the express written consent from COLSA. Buyer will not use COLSA's trademarks, including as part of a domain or company name or in keywords or online search optimizations, without the express written consent from COLSA.

6. Limited Warranty

The COLSA Limited Warranty ("Limited Warranty") is provided by COLSA, Corporation ("COLSA") solely for COLSA-manufactured hardware including but not limited to drones, gimbals, docks, controllers, attachments, and/or accessories (collectively, "Product" or "Products") offered by COLSA and purchased from COLSA. You, as such purchaser ("you" or "your"), hereby agree that you have read, understood, and agreed to be bound by this Limited Warranty.

Coverage.

a. COLSA warrants the Products against defects in materials and workmanship in hardware, during the applicable warranty period as set forth below ("Warranty Period"), under normal use in accordance with COLSA Guidelines that include but are not limited to the following: published Product materials, the applicable Safety and Operating Guide (<https://www.COLSA.com/safety>), technical specifications, Product design specifications, user manuals, maintenance guidelines, in-app notifications, and support communications provided by COLSA. COLSA Guidelines may be updated from time to time at COLSA's sole discretion.

b. If, during the Warranty Period, you submit a claim to COLSA in accordance with this Limited Warranty, COLSA, in its sole discretion and as your exclusive remedy and COLSA's sole liability, will: (1) repair the Product using new or refurbished parts; (2) replace the Product with an equivalent new or refurbished Product; or (3) provide a partial or full refund of the original

purchase price to you in exchange for return of the Product. Any Product that has either been repaired or replaced under this Limited Warranty will be covered by the terms of this Limited Warranty for the longer of: (i) ninety (90) days from your receipt of the Product that has either been repaired or replaced, or (ii) the remaining time left in the original Warranty Period. Under this Limited Warranty, you will be able to direct your claims to COLSA during the Warranty Period if you purchased the Product from an Approved Reseller.

7. Warranty Period.

The Warranty Period for Products, except as specified below, is one (1) year from the date of delivery.

a. The Warranty Period for the Drone Battery is Ninety (90) days from the date of delivery. b. **Exclusions.**

This Limited Warranty does not apply to, and COLSA has no obligation for, the following:

- Damage caused by reckless, abusive, willful or intentional conduct;
- Damage caused by or as a consequence of engaging in illegal activities;
- Direct or indirect loss caused by force majeure including but not limited to acts of God, pandemic, war, military action, riot, coup, and terrorist activities;
- Damage caused by modifications, alterations, tampering, disassembly, or improper maintenance or repairs;
- Modification or repair of a Product at a repair center not operated by or approved in writing by COLSA, which will also void all warranties of the Product including but not limited to this Limited Warranty;
- Unauthorized disassembly, attempts to open the casing, taking apart or removing components from the Product, except as expressly authorized in writing by COLSA;
- Collision or crash, except to the extent caused by a hardware defect in materials or workmanship;
- Use, handling, storage, installation, or testing in violation of or contrary to the COLSA Guidelines;
- Any Product or component thereof if such Product's serial number or other identifying marks are removed or altered, which will also void all warranties of the Product including but not limited to this Limited Warranty;

- Damage caused by defect, failure or error relating to any equipment, attachment or other hardware that is not a Product;
- Damage from objects striking the Product or if the Product is dropped, hit, bent or crushed;
- Damage from external causes such as, but not limited to, fire, extreme thermal conditions, or extreme weather/environmental conditions, and improper usage of any electrical source;
- Ingress damage unless the Product has an IP54 or IP55 ingress protection rating that has been published in writing by COLSA, and the damage sustained by the Product was caused by ingress of a type encompassed by the published rating;
- Damage due to failure to update any applicable software in a timely manner or as directed by COLSA;
- Damage or defect caused by non-use or improper use of the included COLSA battery and/or charger;
- Damage caused by operating the Product in an environment with toxic, radioactive, or other harmful materials;
- Damage or defect that COLSA is unable to diagnose and verify because you have not provided the flight logs or other required information;
- Damage caused by flight when components have been previously damaged or the Product is not flight-worthy;
- Failure to replace consumable parts such as propellers in accordance with COLSA Guidelines;
- Any software provided or used in accordance with the Product including any updates to the software;
- Damage or defect caused by using unauthorized third-party parts or software;
- Normal wear and tear, including cosmetic damage such as scratches, dents or chips;
- Prototypes or Products marked or provided as a “Sample”, “Demo”, “Not for Sale”, “AS IS”, “EVALUATION UNIT” or other similar markings/designations; and
- Damage caused by operating the Product in poor or low light conditions, unless the COLSA Guidelines allow for such operation and the damage is caused by defect in the Product’s hardware;
- Damage to the propellers caused by normal wear and tear;
- Damage to any device not defined as a Product.

The aforementioned exclusions to the Limited Warranty (collectively, "Limited Warranty Exclusions") are applicable at the sole discretion of COLSA to the extent their application is cognizable to the Product in question.

7. Warranty Limitations.

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

a. EXCEPT AS SPECIFICALLY SET FORTH ABOVE, COLSA MAKES NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AND COLSA DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND INTEGRATION.

b. COLSA WILL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, LOST TIME, OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

c. THE SOLE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE THE REPAIR OR REPLACEMENT FOR DEFECTIVE PARTS AS STATED ABOVE.

d. THIS LIMITED WARRANTY AND FOREGOING REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDIES AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES OR WARRANTIES THAT MAY APPLY, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED.

e. THIS LIMITED WARRANTY IS ONLY APPLICABLE TO PRODUCTS PURCHASED WITHIN AND CLAIMS ARISING FROM THE UNITED STATES. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY.

- 8. Third Party Warranty – COLSA does not honor warranty agreements extended by third party warranty providers.** Only warranty agreements granted by COLSA will be honored by COLSA.
- 9. Important Service Information.**

- a. To make a claim under this Limited Warranty, the owner or authorized representative of the Product must: (a) contact COLSA customer support at 256.988.3325, or via email at tclements@COLSA.com, (b) notify COLSA of the owner's intention to bring such claim during the Warranty Period, (c) provide a description of the alleged failure, and (d) obtain a Return Merchandise Authorization ("RMA").
- b. COLSA may ask you for additional information regarding your claim, including but not limited to: proof of purchase, personal information, diagnostic information or flight data ("Service Information"). For example, for claims in which COLSA needs to verify the Product's behavior, COLSA will require that you provide Service Information, such as flight logs or other flight information, pictures and/or video of the damage, personal information, including but not limited to name, email address, address and phone number. You hereby authorize COLSA to access, store, use, copy and process such Service Information for diagnosis, warranty verification and warranty processing purposes. We may further use and disclose this Service Information in accordance with our Privacy Policy (<https://www.colsa.com/colsa-privacy-policy/>).
- c. Before sending a Product to COLSA for warranty service under this Limited Warranty, you should remove the media card and make a backup of all media content from the Product. If COLSA services a Product, the content or data on the media card in the Product will be deleted and the storage will be reformatted. COLSA is not responsible for any loss of content or data or for any loss of the media card.
- d. All Products subject to this Limited Warranty must be returned in either their original packaging or packaging providing an equal degree of protection, together with proof of purchase, within thirty (30) days of filing a claim, to the address specified by COLSA. To ensure successful delivery, you are required to ship returned Products using the prepaid return shipping label emailed to you by COLSA. It is your responsibility to retain a copy of the shipping label with the applicable tracking number signed by an agent of the carrier, as proof that the possession of the returned Product shipment was transferred to the carrier.
- e. If your claim is determined by COLSA to be covered by this Limited Warranty, COLSA will bear the shipping costs associated with the return of the original Product and shipment of the replacement or repaired Product to you, as long as the shipping is to and from the United States. Any Product that is returned to COLSA without a valid warranty claim covered by this Limited Warranty or without an RMA may be rejected, returned to you at your cost, or

kept for thirty (30) days for your pick-up and then disposed of in COLSA's sole discretion. COLSA may also charge an assessment cost or shipping cost to you prior to shipping a Product back or it being picked-up, if the Product is determined by COLSA to be operating properly within its design specifications.

f. Any notices given by you to COLSA under this Limited Warranty shall be given in writing or by email and shall be delivered as per applicable notice requirements. Please do not hesitate to contact COLSA, by either calling us at 256.988.3325, or via email at tclements@COLSA.com.

- a. **Shipping** – Buyer is responsible for shipping costs to return Product to COLSA. The shipping costs must be prepaid and the Product should be shipped in its original container, or an equivalent, properly packed to withstand the hazards of shipment and be fully insured.
- b. Buyer has ten (10) days from the date the RA is issued to deliver the Product to COLSA. All Product not delivered ten (10) days after the RA was issued will not be considered eligible as a return for credit and COLSA will return Product to Buyer and Buyer will assume all shipping costs.
- c. **Dangerous Goods Requirements** – Buyer acknowledges that Buyer has been advised of the Dangerous Goods shipping requirements relating to lithium ion batteries. If Buyer's return includes a lithium ion battery, Buyer agrees to have the battery shipped by a certified shipper of Dangerous Goods. Buyer further agrees not to attempt to ship any lithium ion battery that has been physically damaged. Buyer agrees to indemnify and hold COLSA and its employees harmless from any and all liability arising from Buyer's failure to comply with this provision.
- d. **Export and Re-Export Restrictions and Regulations** – Buyer agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce and any other United States or foreign agencies and authorities in connection with Buyer's use of COLSA products and services. Buyer agrees to not violate any local, state, federal or foreign laws. Buyer agrees not to transfer or authorize the transfer of any materials to a prohibited country in violation of any laws. In particular, but without limitation, the materials may not, in violation of any laws, be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of

Specially Designated Nationals, or the U.S. Commerce Department's Table of Deny Orders, or U.S. Department of Commerce Entity List of Proliferation Concern, or the U.S. State Department Debarred Parties List. By using any materials subject to any such restrictions and regulations, Buyer represents and warrants that Buyer is not located in, under the control of, or a national or resident of any such country or on any such list.

10. LIMITATION OF LIABILITY – IN NO EVENT SHALL COLSA OR ITS LICENSORS BE LIABLE TO BUYER FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR SPECIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS (HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY), EVEN IF COLSA OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COLSA'S OR ITS LICENSORS' LIABILITY FOR A PRODUCT (WHETHER ASSERTED AS A TORT CLAIM, A CONTRACT CLAIM OR OTHERWISE) EXCEED THE AMOUNTS PAID TO COLSA FOR SUCH PRODUCT. NOT WITHSTANDING ANYTHING IN THIS AGREEMENT, IN NO EVENT SHALL COLSA'S LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNTS PAID BY BUYER TO COLSA FOR PRODUCT IN THE LAST TWELVE (12) MONTHS. IN NO EVENT WILL COLSA OR ITS LICENSORS BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY BUYER. IN NO EVENT WILL COLSA OR ITS LICENSORS BE LIABLE FOR DAMAGES ARISING OUT OF ANY LATE DELIVERY. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY TO ALL LIABILITIES THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST BUYER. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHERE THE DAMAGES ARISE OUT OF OR RELATED TO THIS AGREEMENT.

11. INDEMNIFICATION – Buyer shall indemnify, defend, and hold COLSA and COLSA's officers, agents, other representatives and licensors harmless from all demands, claims, actions, causes of actions, proceedings, suits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses incurred (including fees and disbursements of legal counsel) of every kind (i) based upon personal injury or death or injury to property to the extent any of the foregoing is proximately caused by Buyer's misuse of the product or by the negligent or willful acts or omissions by the

Buyer, or (ii) based on any breach of this Agreement by Buyer.

12. **PROPRIETARY INFORMATION** – COLSA retains itself and its licensors all proprietary rights, including without limitation all patent, trademark, trade secret, copyright and other intellectual property rights in and to all COLSA designs, manufacturing processes, engineering details, and other data pertaining to any Product sold except where the rights have been assigned pursuant to a written agreement with a corporate officer of COLSA. The Products are offered for sale and sold by COLSA on the condition that such sale does not convey any right, express or implied, stated or otherwise, under any intellectual property or manufacturing process. COLSA and its licensors expressly reserve all intellectual property rights in the product. Without limiting the foregoing, all software included in the Products (including any updates to such software provided to Buyer, if applicable) is licensed to Buyer, not sold, and Buyer shall not transfer any such software apart from the Product, or modify, decompile, disassemble or reverse engineer or otherwise attempt to derive the source code of such software.
13. **TAXES** – Prices do not include any sales, local or other similar taxes. Where applicable, taxes will be shown on and added to your invoice. All such taxes shall be paid by Buyer.
14. **NON-WAIVER** – Failure of COLSA to insist upon strict performance of any terms and conditions herein shall not be deemed a waiver of any subsequent default of terms and conditions thereof.
15. **LAW GOVERNING AND EXCLUSIVE JURISDICTION** – This Agreement is to be interpreted in accordance with the laws of the State of Alabama, United States of America. The sale of any COLSA Product to Buyer is considered to have taken place in Madison County, Alabama and shall be governed by this Agreement. This Agreement will not be governed by the conflict of law rules or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Exclusive jurisdiction for any dispute arising from the terms and conditions of this Agreement shall be Madison County, Alabama and both Buyer and COLSA waive all rights to have a dispute brought elsewhere.
16. **FORCE MAJEURE** – COLSA shall not be liable for any delay or failure in performance caused by or resulting from acts of God, fire, flood, accident, riot,

war, government intervention, embargoes, strikes, labor difficulties, equipment failures, or any other causes beyond the control of COLSA. Quantities are subject to availability. In the event of shortage, COLSA may allocate sales and deliveries in its sole discretion.

17. **HEADINGS** – The section headings used herein are for convenience only and do not form a part of these terms and conditions, and no construction or inference shall be derived therefrom.
18. **SEVERABILITY** – If any of the terms and conditions of this Agreement are held to be invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted.
19. **ENTIRE AGREEMENT** – These terms and conditions constitute the entire and exclusive agreement between Buyer and COLSA concerning the products and Buyer's purchase hereunder and supersedes any and all statements or other agreements, whether written or oral, between Buyer and COLSA.

These Terms and Conditions of Sale were last updated on January, 13, 2025.