

## Quadrocopter Product Use Agreement

THIS AGREEMENT is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between Quadrocopter LLC, a Montana Limited Liability Corporation ("Quadrocopter"), and purchaser of Ready to Fly platform and components ("Purchaser"), with respect to the following facts:

### 1. General Information

Quadrocopter sells ready to fly™ (RTF) platforms and components for MikroKopter and Droidworx™ systems. Quadrocopter requires Purchaser to be familiar with the proper use of MikroKopter technologies. Safety regulations provide Purchaser with some information necessary to fly, maintain, program and learn this technology. These regulations are available at the Quadrocopter website:

[http://quadrocopter.us/multi\\_rotor\\_safety.php](http://quadrocopter.us/multi_rotor_safety.php)

Additional information is available at the MikroKopter and Droidworx websites:

<http://www.mikrokoetter.com/ucwiki/en/SafetyFirst>

<http://www.droidworx.com.au/>

**1.1 Safety Regulations.** For the safety of the operator, bystanders and the equipment, Purchaser agrees to read and understand MikroKopter technologies and safety regulations prior to operation of the systems purchased from Quadrocopter.

**1.2 Seek further assistance.** Purchaser agrees to seek further information and assistance as needed prior to use. Quadrocopter recommends MikroKopter flight school at:

[http://www.mikrokoetter.de/ucwiki/en/FlightSchool?highlight=\(flight\)|\(school\)](http://www.mikrokoetter.de/ucwiki/en/FlightSchool?highlight=(flight)|(school))

### 2. Safety Warning

A MikroKopter is not a toy. The safety instructions are intended not only for the protection of the aircraft, but also to protect the safety of yourself and others. Improper operation can cause serious injury and property damage. In case of improper use, a MikroKopter can be dangerous. Quadrocopter does not guarantee error-free behavior of the electronics or software.

**2.1 Use at own risk.** Purchaser agrees to use of the electronics at his/her own risk (this also applies to associated computer programs).

**2.2 Safe flying areas.** Purchaser agrees to refrain from flying over people and stay away from children and pets.

**2.3 Comply with local rules.** Purchaser agrees to compliance with all local government rules, especially when flying near airports.

**2.4 Safe Flying.** Purchaser agrees to use his/her best judgment and always practice safe flying techniques.

**2.5 Maintenance/checklist.** Purchaser agrees to conduct a thorough systems check before each flight and to conduct periodic maintenance of the MikroKopter. See Quadrocopter website for a detailed checklist.

**2.6 Inexperienced Pilot.** Quadrocopter is not responsible for inexperienced operators and is not accountable for the training or any equipment used *in, on, or with* the aircraft. MikroKopter systems involve complicated machinery that presupposes a base knowledge of computer

programming. If unfamiliar with programming or the MikroKopter technology, Purchaser agrees to take seek further information and assistance. Quadrocopter recommends MikroKopter flight school at: [http://www.mikrokopter.de/ucwiki/en/FlightSchool?highlight=\(flight\)|\(school\)](http://www.mikrokopter.de/ucwiki/en/FlightSchool?highlight=(flight)|(school))

### 3. Warranties

- 3.1** Quadrocopter warrants that all goods will be free from material defects at the time of delivery. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 3.2** Quadrocopter warrants that all goods will conform with all written descriptions as well as any drawings, specifications, samples or models furnished to Purchaser.
- 3.3** Quadrocopter provides technical assistance via the telephone and website. Quadrocopter is developing tutorials/instructional videos to put online to assist Purchasers in successful operation. This assistance does not equate to a warranty.
- 3.4** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS USE AGREEMENT.

### 4. Liability

Quadrocopter assumes no liability for damage or injury associated with the use of the systems sold. Quadrocopter does not guarantee error-free behavior of the electronics or software. Despite careful preparation and review, Quadrocopter does not assume any warranty or liability (direct or indirect) for the accuracy of the software, hardware or information. RTF Platforms and MikroKopter equipment will require the use of a computer to change parameters and settings of the MikroKopter.

- 4.1 Liability for adjustments.** Purchaser is responsible for adjustments to the MikroKopter to suit personal preferences.
- 4.2. Liability for damages.** Purchaser assumes all liability for damages to property or persons caused by the equipment.
- 4.3 Liability for improper use.** Purchaser assumes liability for improper use of this product.
- 4.4 Insurance.** It is recommended that Purchaser not fly without purchasing liability insurance. This helps cover costs in the event that persons are hurt or property is damaged as a result of your use of MikroKopter technology. In general, model aircraft are not covered by standard liability insurance.
- 4.5 Assumption of Risk.** Purchaser will assume all risk and determine the suitability of the product for his or her intended use. Anyone injured or any property damaged by use of this product is the sole responsibility of the user.
- 4.6 IN NO EVENT SHALL QUADROCOPTER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO THE USE OF PRODUCTS SOLD.**

INDEMNITY: PURCHSER SHALL INDEMNIFY AND HOLD HARMELESS QUADROCOPTER, ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEYS' FEES ACTUALLY INCURRED) ON ACCOUNT OF DEATH OR INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY ARISING FROM OR IN CONNECTION WITH ANY GOODS SUPPLIED. THIS INDEMNITY SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LIABILITY OR EXPENSE IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT.

By signing below you are stating that you have read and understood the terms of this use policy. By signing below you release Quadrocopter from responsibility for any damages, loss or injury resulting from use of MikroKopter equipment. A signed copy of this agreement is required before delivery or shipment of an RTF system.

\_\_\_\_\_  
Signature of RTF Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Quadrocopter

\_\_\_\_\_  
Date