# **DJI Shop Canada Repairs Terms**

Please read the DJI Shop Canada Repairs Terms below carefully. Going forward, "DJI Shop ASC", "DJI Shop Canada", "we", "us", "our" refer to DJI Shop Canada, "customer(s)", "you", "your", "client(s)" refer to you, and "terms", "terms of service", "repair terms" refer to the DJI Shop Canada Repairs Terms and may be used interchangeably at any time.

# **General Terms**

DJI Shop Canada will, at its option, provide repair services to any client that wishes to submit an aircraft for repair services. DJI Shop Canada reserves the right to accept or refuse a repair at any time and for any reason. The customer agrees that repair requests accepted by DJI Shop Canada may not be repairable and that some repairs may be rejected if deemed irreparable by the technician assigned to it.

Customer understands that:

- To obtain repair service, you must be the legal owner or have permission from the legal owner of the equipment requiring repair to be able to submit the aircraft to DJI Shop Canada for repair services.
- Repair service, assessment, and shipping fees, once paid, are not refundable.
- DJI Shop Canada assumes no responsibility for data loss, loss of use, disruption of business activities, or other consequential damages as a result of services rendered.
- Repair turnaround estimates, including express repairs, are approximate and are not guaranteed.

# **Repair Services**

Customers that submit equipment for repair are subject to a minimum \$59 assessment fee (before applicable taxes, to be paid upfront for drop-off repairs) plus a minimum return shipping fee of \$25 (before applicable taxes, excludes pick-ups). Shipping fees will fluctuate based on package size and destination. An estimate will be provided via phone or email once a technician has assessed the unit for damage. Should the customer elect to continue with the repair, the assessment fee will be waived. Repair estimates are subject to change as the repair is performed should a technician locate additional damage that was not discovered during the initial assessment.

DJI Shop Canada will not be held liable for customer units which fail during assessment. If applicable, the failure will be counted towards the initial assessment and any related repair costs will be added to the estimate.

Customer understands that:

- It is the responsibility of the customer to back up all aircraft data, including flight logs, images, and videos, prior to submitting equipment for repairs. DJI Shop Canada will not be held responsible for any data loss which occurs at any time during the service.
- In order to properly complete a repair, DJI Shop Canada may update the equipment firmware to the latest version available, with the potential inability to revert back to the previously installed firmware.
- Parts used for repairs will either be new, or equivalent to new in terms of performance and reliability.
- Some repairs may be performed by DJI directly, which will require the equipment to be shipped to an
  alternate repair facility. If required, the customer will be informed, and any additional shipping costs will
  be applied to the final invoice.

# Service Times

DJI Shop Canada endeavours to perform assessments and repairs in as little time required as possible. Estimated turnaround times, including on express repairs, are not guaranteed and can potentially be extended depending on several factors including but not limited to; part availability, current overall workload, post-repair testing, failures during repair, and more.

Customer understands that:

- Repair turnaround estimates are not guaranteed and that DJI Shop Canada will not be held liable for lost time with the equipment should a repair turnaround estimate be extended.
- Post-repair testing is required on all aircraft once a repair is complete prior to releasing the aircraft back to the customer. Testing may be completed outdoors and is dependent on co-operative weather conditions to do so.
- Failures that occur during testing may result in a rework and will extend estimated service turnaround times.
- Factors that are out of our control, such as part shipping delays, will result in extended service turnaround times.

# **Abandoned Equipment**

DJI Shop Canada will only keep customer equipment on hand for up to 30 days from the date the customer is notified of a repair estimate, repair invoice, rejected repair, or other such communication from DJI Shop Canada that goes unanswered. DJI Shop Canada assumes full ownership of equipment left for over 30 days without prior communication if the customer fails to contact us back regarding the repair.

Customer understands that:

- After 30 days without communication from the customer, DJI Shop Canada assumes full ownership of equipment left in its possession and will either dispose of or recycle the unit as deemed fit.
- After 30 days without communication from the customer, DJI Shop Canada will not be able to return any equipment to the customer at any time.
- Customer assumes all losses and liability as a result of equipment being left abandoned beyond 30 days.
- Customers that neglect to pay for outstanding repair invoices are subject to the abandoned equipment terms if not paid within 30 days of issuance.
- Customers that neglect to pick up equipment for more than 30 days after service completion are subject to the abandoned equipment terms and will have their equipment disposed of or recycled without prior communication.

#### **Service Fees and Costs**

Depending on the service being rendered, there will be associated costs and/or fees that will be charged to the customer. DJI Shop Canada will inform the customer of any such fees and costs prior to performing any services. Fees and costs include, but are not limited to; assessment fees, shipping fees, service labour, parts cost, and more. Some fees may be required to be collected upfront.

Customer understands that:

- At minimum, an assessment fee will be charged to any customer that wishes to obtain repair services from DJI Shop Canada. Assessment fees will be waived if the customer elects to proceed with the repair as quoted by the technician.
- Units that must be shipped to DJI for service off-site will result in a shipping fee being charged. The shipping fee varies depending on the aircraft and total package weight. A technician will provide the customer with a quote for the shipping fee prior to shipping the unit.
- Service fees are not refundable at any time or for any reason.

#### Data Loss

Some DJI aircraft have built-in storage in which a user can store photos and videos captured by the aircraft. It is the full responsibility of the customer to ensure that a backup of the data on the aircraft or SD card have been performed in the event of data loss. DJI Shop Canada assumes no responsibility for any data loss that occurs as a result of repair services being rendered.

## **Limitation of Liability**

DJI Shop Canada explicitly asks that all customers provide only the equipment necessary to provide repair services. DJI Shop Canada assumes no liability or responsibility for additional items and accessories provided including but not limited to; ND filters, SD cards, power/data transfer cables, lens hoods, bags, batteries, propellers, or any other miscellaneous accessory that is not part of the aircraft being repaired. **Please do not ship additional accessories to DJI Shop Canada. DJI Shop Canada will not be held responsible for any items other than the unit being repaired that are damaged or go missing during service.** 

Equipment provided to DJI Shop Canada for repair that have decals, stickers, skins, or other form of decoration may have said decoration removed either in part or in its entirety in order to perform the repair service. DJI Shop Canada, at the direction of the customer, will have old parts containing decorations returned to them once the repair is complete. Replacement parts will not have any decoration transferred to them.

DJI Shop Canada assumes no responsibility for customer equipment that goes missing during transit to our facility. It is the responsibility of the customer to ensure that any packages containing high-value equipment are properly packaged and labeled, and any additional insurance is purchased to cover loss.

## Warranty

All repairs are backed by a 90 day warranty which begins on the date the customer equipment leaves our facility, whether via pickup, courier shipment, or by other means. DJI Shop Canada only warrants repaired/replaced parts to be free from defects for 90 days. Other parts of the customer equipment that have not been repaired/replaced by DJI Shop Canada will not be warranted.

Should you believe that one or more of the repaired/replaced parts are defective, please contact us directly to arrange for a rework. Warranty requests will only be accepted within the 90 day grace period. Warranty claims made outside this grace period will be rejected. Customers have up to 30 days to provide DJI Shop Canada with the defective equipment after the warranty claim has been initiated. Under all warranty services, DJI Shop Canada will assume shipping costs (both ways) plus any repair costs associated with the rework. Warranty cases submitted to DJI Shop Canada that are not deemed to be warranty covered will automatically be converted to a paid repair. Any associated shipping, assessment, and repair fees will apply. Reasons for warranty claims being rejected include but are not limited to;

- The repaired/replaced part is damaged due to a user error or crash.
- The repaired/replaced part is damaged due to an unauthorized repair attempt by a third party other than DJI Shop Canada.
- The repaired/replaced part has been tampered with.

DJI Shop Canada will, at its option, repair or replace the defective part with one that is new or equivalent to new in terms of performance and reliability. Warranties on parts provided by DJI Shop Canada will be void if the part is damaged due to user error, tampered with by the user or third party, or if the part is repaired/replaced by a third party repair facility.

## Amendment of Terms

DJI Shop Canada reserves the right to alter, modify, revise, or otherwise amend the terms at any time and for any reason without prior notice. DJI Shop Canada recommends that customers periodically check the terms for updates and revisions. DJI Shop Canada Repairs Terms are available on the DJI Shop Canada website at https://www.djishopcanada.com/files/repair-terms.pdf.

By signing below, you acknowledge that you have fully read, understood, and agreed to the abovementioned terms. If you require clarification, please contact us directly at 1 (866) 354-2721 or repairs@djishopcanada.com.

If you do not agree to the abovementioned terms, DJI Shop Canada will deny service and, if applicable, will charge a \$59 assessment fee (before applicable taxes) plus a minimum return shipping fee of \$25 (before applicable taxes) for any customer equipment shipped to our facility. Shipping fees will fluctuate based on package size and destination.

Print Name

Signature

Date

Ticket # / Lead #