

General terms and conditions

Last updated: December 2022

1. Scope of application

The present general terms and conditions (hereinafter “**GTC**”) apply to all legal transactions made through the online shops of Flybotix (hereinafter individually referred to as “**online shop**”). The online shop is operated by Flybotix SA (hereinafter “**Flybotix**”).

Flybotix reserves the right to change these GTC at any time. The version of the GTC valid at the time of order placement applies and may not be changed unilaterally for the respective order. Adverse or conflicting terms of the customer will not be recognised.

The range of products and services available in the online shop, (hereinafter “**offer**”) is intended for customers whose place of residence or place of business is worldwide.

Products are available for as long as they can be found through the search engine in the online shop and/or while stocks last.

Customers confirm compliance with the legal provisions for all product orders with a minimum age requirement of 18.

The company reserves its right to refuse orders without reason.

2. Information

a. Product and price

Product images used for advertising, brochures, the online shop etc. are for illustration purposes only and are not binding.

All prices quoted are net, in CHF, EURO, and USD, according to your area, including value added tax (VAT), when the shipping address is in Switzerland and, where applicable, include an advance recycling contribution, packaging costs and delivery costs for the stated delivery time as well as any additional charges and costs. Only the minimum order surcharge – if applicable – is excluded. In addition to the final price, a minimum order surcharge of maximum CHF 9.00 can be charged for order totals of below CHF 50.–. Flybotix reserves the right to change prices of products and services at any time. The prices stated in the online shop at the time of order placement apply.

Any additional services subject to a fee, e.g. installation, disposal, warranty extensions, insurance etc., are offered by Flybotix. Such additional services are listed separately in the shopping cart and on the invoice.

b. Availability and delivery times

Flybotix is committed to providing up-to-date and precise information on availability and delivery times in the online shop. However, production and delivery shortages in particular

may cause delivery delays for Flybotix. Therefore, all information on availability and delivery times is subject to change.

3. Contract conclusion

Products and prices stated in the online shop are deemed to constitute offers. However, these offers are always subject to the inability to deliver or incorrect price quotations, both of which lead to contract cancellation.

A contract for products or services from Flybotix shall be deemed concluded with Flybotix as soon as an order has been placed by the customer in the online shop (hereinafter referred to as "**contract**").

Customers are informed of their order placement by means of an automatically generated order confirmation by Flybotix, which is sent to the e-mail address provided by the customer. The receipt of the automatically generated order confirmation does not constitute a commitment that the product will be delivered. It solely notifies the customer that the placed order was received by the online shop and a contract was therefore concluded with Flybotix under condition of deliverability and correct price quotation.

4. Ownership and intellectual property

a. Reservation of ownership

All ordered products remain the property of Flybotix until payment is received in full. Flybotix is entitled to make an entry in the register for reservation of ownership. Without the express consent of Flybotix, no pledging, transferring of security, processing or modification is permitted prior to transfer of ownership.

b. Intellectual property

Customers are not entitled to dismantle, reverse engineer or copy any of the parts in the offer. The intellectual property of Flybotix remains with Flybotix and nothing in these GTC can be construed to grant to Recipient any right or license either express or implied, under any patent, patent application, trademark, copyright, maskwork, trade secret, or other intellectual property right now or hereafter owned or controlled by Flybotix.

5. Delivery date

Together with the confirmation, the customer is either provided with a provisional delivery date or is contacted so that an individual delivery date can be arranged.

From the time your order is validated, please allow 5 working days (Monday to Friday) before your order is dispatched

6. Customer obligation to inspect products

Customers are obliged to immediately inspect the delivered or collected products for correctness, completeness and potential transport damage.

If the delivery is carried out by a service partner, the customer must state the defect on the delivery note.

The customer shall inform Flybotix of any defects, or false or incomplete deliveries, immediately after detection thereof and within five calendar days after receipt of the delivery/collection at the latest.

Should the customer refuse to accept the ordered products on the arranged or provided delivery date, Flybotix may withdraw from the contract (cancellation) and charge the customer for the delivery costs and any loss of value.

7. Warranty

Flybotix warrant for one year from delivery date. This warranty period continues to be valid irrespective of the fulfilment of possible warranty services. Flybotix shall provide warranty, at its sole discretion, either by :

- repairing the product free of charge (original warranty period continues to apply to the entire product);
- providing a partial or replacement with an equivalent product (for replacement within the first year of warranty, the original warranty period continues to apply);
- providing a refund at current price (no more than the sales price at the time of the original order);
- giving a price reduction.

Flybotix explicitly exclude warranty for wear and tear parts such as batteries, rechargeable batteries, adapters, bulbs and for software problems. Otherwise, liability exclusion pursuant to point 8 applies.

When returning a data carrier or a product containing data storage to Flybotix, a total loss of data must be expected. It is the customer's responsibility to ensure an appropriate data backup is carried out beforehand and that the data is protected. Flybotix assume liability for potential loss of data.

All further-reaching and in particular the legal provisions for warranty are excluded.

8. Liability and exclusion of liability

a. Liability

Liability is based on the applicable legal provisions. However, in no event Flybotix be liable for (i) slight negligence, (ii) indirect and consequential damage and subsequent damage and loss of profit, (iii) unrealised savings, or (iv) damage resulting from delivery delay, or (v) any acts and omissions on the part of auxiliary persons of Flybotix, be this contractual or non-contractual.

Moreover, Flybotix will not accept any liability in the following cases:

- storage, setting or use of products that is improper, unlawful or contrary to contract;
- use of incompatible or non original spare parts or accessories;
- use by an underqualified or non trained person;
- failure to maintain and/or improper modification or repair of the products by our clients or a third party;
- force majeure, particularly natural hazards, moisture, shock and impact etc. that are not caused by Flybotix or official orders.

b. Limitation of liability

Flybotix accepts no liability for loss or damage of any kind – whether it be for direct, indirect or consequential damage that may arise from the use of or access to the Flybotix websites or from any links to third-party websites. Flybotix does not warrant that the individual parts of the website run flawlessly. Furthermore, Flybotix accepts no liability for any manipulation of the internet user's IT system by unauthorised persons.

9. Payment

a. Payment methods

Flybotix claims all payments for products and services purchased on the Flybotix online shops directly from the customer.

The payment methods valid in the shop are those that appear at the time of payment. Please refer to them.

When paying by credit card or other instant payment methods, the amount is debited at the time of order.

b. Delay of payment

Should customers fail to settle their payment obligations in whole or in part, all outstanding amounts owed to Flybotix for any purchases become immediately due (within 10 calendar days from the first reminder for prepayments). Flybotix may request immediate payment and suspend any further product deliveries to the customer.

Flybotix levies an administrative charge of CHF 10.– from the second reminder and CHF 20.– from the third reminder.

10. Order change or cancellation

Order placement obliges the customer to accept the products and services.

In the event of (partial) inability to deliver (condition leading to termination) after order placement or contract conclusion pursuant to point 3, the customer is immediately informed by e-mail. If the customer has already made the payment, the amount is refunded. If no payment has been made, the customer is exempted from the obligation to pay the amount due. Further claims for delivery delay or delivery failure are excluded.

11. Repairs outside of the warranty

All repair costs incurred outside of the warranty pursuant to point 7 shall be borne by the customer. Flybotix reserves the right to invoice the customer for the examination of the defect claimed as well as for shipping fees for all devices showing no detectable defects or defects that are not covered by the warranty pursuant to point 7.

12. Further provisions

a. Non allocatable returns

Returns that cannot be allocated or returned to a customer are retained for three months by Flybotix before being disposed of.

b. Data privacy protection

The [privacy statement](#) applies to the processing of personal data by Flybotix.

c. Partial invalidity

Should individual terms of these GTC be invalid or void, the validity of the other provisions of these GTC are not affected by this.

d. Place of jurisdiction and applicable law

All legal relations between Flybotix and customers shall be governed by and resolved in accordance with the laws of Switzerland, excluding its conflict of laws provision. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

The following exclusive places of jurisdiction apply: The competent Courts of Lausanne (Switzerland).

e. Copyright notice

All rights to these GTC, particularly copyrights, are reserved by Flybotix.

All reproduction, distribution or other use is prohibited except with written permission from Flybotix. In the event of breach of this requirement, Flybotix reserves the right to take legal action.