

Terms and Conditions

Client Agreement – RPAS Sales



These terms and conditions (“Client Agreement”) are a legal agreement between you (purchaser / user / client) and Over the Top Imagery.

This Client Agreement sets out yours and our rights and obligations relating to the sales and operation of RPAS systems supplied by Over the Top Imagery.

You should read this Client Agreement carefully and in full before accepting any services provided by Over the Top Imagery. By reading the agreement, you agree to be bound by this Client Agreement and each time you use Over the Top Imagery you confirm your agreement to the then current terms and conditions.

1) General

- Over the Top Imagery sells custom made Remote Piloted Aerial Systems (RPAS) platforms. These are made from custom manufactured components along with readily available off the shelf components sourced from various other manufacturers and suppliers.
- Over the Top Imagery requires the Purchaser to be familiar with the proper use of multi-rotor technologies.
- The provided safety regulations provide the Purchaser with some information necessary to fly, maintain, program and learn this technology.
- Safety Regulations. For the safety of the operator, bystanders and the equipment, the Purchaser agrees to read and understand the technologies and safety regulations prior to operation of the systems purchased from Over the Top Imagery.
- The Purchaser also agrees to seek further information and assistance as needed prior to use.
- The Purchaser also agrees to operate the RPAS in accordance with the systems instruction and maintenance manuals.

2) Safety Warning

- 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 RPAS can be dangerous.
- Over the Top Imagery does not manufacture or code any of the software operating on its systems and cannot guarantee their operation.
- Over the Top Imagery does not guarantee error-free behaviour of the hardware, electronics or software. Like any electronic device, there is the potential for malfunction, glitch or error which the user must be aware of. If any product failure were to occur, the customer still maintains all rights under manufacturer’s warranty and Australian consumer law.
- Over the Top Imagery is acting solely as a technician in constructing a functional system for the end user – Over the Top Imagery cannot be held liable for improper operation due to component failure, malfunction or other activity to which we have no control as per the point above. If a component failure were to occur, Over the Top Imagery will work directly with the customer to ensure their rights under manufacturer warranty and ACL are preserved.
- Use at own risk: The Purchaser agrees to the use of the electronics at his/her own risk (this also applies to associated computer software).

- **Safe flying:** The Purchaser agrees to operate the RPAS system in accordance to CASA regulations. The purchaser agrees not to fly any RPAS in close proximity to persons so as to present a risk of injury if the RPAS were to fail.
- **Comply with rules and regulations:** The Purchaser agrees to comply with all local, state and national government rules and regulations, especially when flying near airports or populous areas.
- **Safe Flying:** The Purchaser agrees to use his/her best judgment and always practice safe flying techniques.
- **Maintenance/checklist:** The Purchaser agrees to conduct a thorough systems check before each flight and to conduct periodic maintenance of the RPAS.
- **Inexperienced Pilot:** Over the Top Imagery is not responsible for inexperienced operators and is not accountable for the training or any equipment used in, on, or with the aircraft.
- **RPAS systems involve complicated machinery that presupposes a basic knowledge of computer programming.** If unfamiliar with programming or the RPAS technology, the Purchaser agrees to seek further information and assistance.

3) Warranties

3.1) Warranties on Custom Built RPASs:

- A Custom Built RPAS is defined as a system not being provided, ready to fly, by a manufacturer and is solely one where Over the Top Imagery has performed the construction, configuration and flight testing on the unit. This also applies to modifications made for upgrades to RPASs, which have been supplied to Over the Top Imagery for modification.
- Where a customer purchases a custom built RPAS from Over the Top Imagery, the extent of the contract being engaged is the production of the invoiced items for delivery at our premises for customer handover and pickup. If the customer requires shipment of a custom RPAS, Over the Top Imagery will handle this on the customer's behalf, but does not engage in any contract past reasonable care and handling of the goods. Over the Top Imagery will take all necessary care to ensure safe shipment of the article, but will not be held liable for:
 - Items lost/stolen/damaged in transit where insurance was not selected by the customer.
 - Items refused customs entry for international shipments - it is the customer's responsibility to check local laws and regulations pertaining to legality of systems, parts and components.
 - Delays in despatch, transit time, delivery issues, non-delivery of items, or other.
- Where a customer requires shipment of a custom built RPAS, a handling fee will apply reflecting the time taken for packaging the system for shipment, and packing material costs.
- The customer is responsible for all associated shipping and packaging costs, insurance fees, customs duties or other.
- Over the Top Imagery warrants that all goods will be free from material defects at the time of delivery, and will be demonstrated to the client at handover either in person, or via test flight video. By signing off and accepting handover of the system, the client acknowledges that all major systems have been demonstrated to be fully operational and functional.

- Over the Top Imagery warrants that any custom built RPAS supplied to the customer will be free from manufacturer defects limited to the workmanship that Over the Top Imagery have performed, and not extending to component, parts or mechanical items which may comprise a part of the RPAS. Where component failures occur, standard warranties apply as per Over the Top Imagery and supplier warranty, and Over the Top Imagery will liaise directly with the customer to resolve these issues. Customers also retain all rights under Australian Consumer Law at all times.
- It is the customer's responsibility to ensure adequate pre-flight and post-flight checks are conducted on their system before and after every flight. Over the Top Imagery are not liable for any product failure where said failure would be negated with an adequate pre-flight or post-flight inspection by the customer. This includes propeller and motor mounting, frame and componentry screws and connectors, frame hardware (carbon fibre frame plates and or booms), connectors, locking mechanisms and other. All items should be regularly checked in detail for cracks, loosening screws/connectors, or other damage.
- When using third party applications please be aware that the warranty will not be covered if an incident occurs while using the 3rd party app, regardless if the error is hardware or software related.
- Where it is specifically noted on an item listing that the customer is required to supply a product (e.g. camera) for configuration, and the customer does not, the Over the Top Imagery workmanship guarantee does not extend to that, nor any related items. I.e. where a camera is not supplied for configuration of a gimbal, Over the Top Imagery will not guarantee the final video quality, video feed, or functionality of the camera or gimbal.
- As part of the custom build service, Over the Top Imagery can offer to perform firmware updates on the client's behalf where the client is not familiar, or willing to do so. This will generally require a flight test and Over the Top Imagery will charge the customer a fee.
- Over the Top Imagery will not be liable for issues as a result of any failure as a result of a firmware upgrade including hardware or component failures, incompatibility or other due to firmware or software updates from the manufacturer, that occur when updating systems. Customers still maintain all rights under Australian Consumer Law.
- Warranties/Guarantees on all systems are non-transferable; Warranties/Guarantees are explicitly an agreement between Over the Top Imagery and the purchasing customer as named on the invoice.
- For any custom built RPAS, Over the Top Imagery always recommends setting up a ground camera to record the entire flight, clearly capturing the craft in the case that there is an incident, crash, flyaway or other. If there is an incident that results in a flyaway or any other incident which results in the craft being unrecoverable, there is insufficient flight data/records available and the customer has not clearly video recorded the incident, then the manufacturer may deny the warranty claim due to lack of information to make an assessment. If this occurs, Over the Top Imagery does not offer any additional warranty where the customer has not recorded video from the ground as recommended by Over the Top Imagery.

- All warranty and DOA claims will be processed through the following warranty process, which consists of:
 - Notifying Over the Top Imagery of an identified issue with a part, component or system, providing the following information to support@overthetop.com.au:
 - A description of the issue
 - A short video of the problem
 - Any requested flight logs
 - Any other data required.
 - Over the Top Imagery will at best efforts attempt to manage component warranty with manufacturers / suppliers on behalf of the customer and may submit this information to the manufacturer on the customer's behalf.
 - Manufacturer may approve/disapprove the warranty or DOA claim (DOA is valid within 30 days of receipt of system).
 - In the event where damage has been sustained as a result of impact or crash landing, the entire aircraft may need to be returned to Over the Top Imagery for full analysis. Over the Top Imagery will then determine if the item is covered, if it is not covered by warranty then a charge will be calculated to conduct repairs.
 - Warranty claims if honoured, are limited to at most the value of the system purchased. Warranty does not cover damage to cameras or other items where the RPAS has failed due to component failure.
 - Where manufacturer approves the claim:
- Warranty repairs:
 - In-house authorisation for repair: if warranty repairs are authorised by the manufacturer to be carried out in house by Over the Top Imagery, then Over the Top Imagery will conduct the repairs, perform testing and return the item to the customer.
 - Manufacturer repair: where repairs are not authorised to be conducted in house at Over the Top Imagery, the item will be sent to the manufacturer for warranty repair.
 - DOA replacement: where items are identified as being 'Dead on Arrival', the manufacturer may authorise immediate replacement of the item.
 - Where items are approved for DOA replacement by the manufacturer, Over the Top Imagery may replace the item from local stock, if available. If local stock is not available, Over the Top Imagery reserves the right to revert to normal process with replacement stock being supplied by the manufacturer.
 - Where manufacturer disapproves a warranty or DOA claim:
 - Over the Top Imagery has no further allowance for replacement, or repair under warranty or DOA, outside of the manufacturer's provision. Where claims are disapproved by the manufacturer or Over the Top Imagery, Over the Top Imagery offers only a paid repair service. The customer still maintains all rights under Australian Consumer Law.

3.2) Warranty – Items to note

- If it is found after receipt that the item is not covered under warranty for any reason, the customer will be liable for the associated return postage costs incurred by Over the Top Imagery. Items approved for returns, refunds, or exchanges must be returned in the condition they were received and in original packaging.
- Over the Top Imagery will not hold any accountability or liability for any warranty or DOA items for return to overseas manufacturers, which are lost in transit once supplied to our local postage carriers, and the customer has not elected to take out transit insurance on the item.
- All items are insured when in transit between Over the Top Imagery and suppliers repair centre. If an item is found not to be a warranty issue, the customer will be liable for all related postage, packaging and postage insurance costs.
- Over the Top Imagery provides no guarantee on turnaround times for warranty or DOA claims, as this process is managed by overseas manufacturers.
- Where a customer is submitting an item to Over the Top Imagery for warranty or DOA approval, they agree that Over the Top Imagery will not be held liable for items lost in transit with postage carriers, items damaged in transit, loss of work or opportunity, or any other.
- When using third party apps please be aware that the supplier or manufacturer of those applications will not cover warranty if an incident occurs while using the 3rd party app.
- Where purchasing a RPAS, component or accessory from Over the Top Imagery the user understands that due to the technical nature of the industry, any warranty or DOA assessment must be done by, and authorised by, the manufacturer. The customer agrees that where DOA or warranty claims are not approved by the manufacturer, they will not hold Over the Top Imagery liable for compensation or other.
- For any custom built RPAS, Over the Top Imagery always recommends setting up a ground camera to record the entire flight, clearly capturing the craft in the case that there is an incident, crash, flyaway or other. If there is an incident that results in a flyaway or any other incident which results in the craft being unrecoverable, there is insufficient flight data/records available and the customer has not clearly video recorded the incident, then the manufacturer may deny the claim due to lack of information to make an assessment. If this occurs, Over the Top Imagery does not offer any additional warranty where the customer has not recorded video from the ground as recommended by Over the Top Imagery.
- Over the Top Imagery warrants that all goods will conform to all written descriptions as well as any drawings, specifications, samples or models furnished to the Purchaser.
- Over the Top Imagery may provide technical assistance via the telephone, email and website. This assistance does not equate to a warranty, or an acceptance of liability. Any technical assistance provided to customers is advice only, and customers should seek other sources of information before attempting to make any alterations to their product.

4) Repairs / Maintenance

- Over the Top Imagery provides repair and maintenance services for custom built RPAS sold by Over the Top Imagery.
- Over the Top Imagery labour/maintenance rates are as follows:
 - \$165 p/h + GST

5) Technical Support

- Over the Top Imagery offers four weeks of free technical assistance with all RPAS. This equates to over the phone technical assistance with minor issues.
- Over the Top Imagery will at its discretion offer additional technical support over the phone, or via email, at no charge for minor issues.
- Technical support outside of these clauses is charged at the following rates:
 - \$165 p/h + GST

6) Liability

- Over the Top Imagery assumes no liability for damage or injury associated with the use of the systems sold.
- Over the Top Imagery does not guarantee error-free behaviour of the hardware, electronics or software. Like any electronic device, there is the potential for malfunction, glitch or error which the user must be aware of. If any product failure were to occur, the customer still maintains all rights under manufacturer's warranty and Australian consumer law.
- Despite careful preparation and review, Over the Top Imagery does not assume any warranty or liability (direct or indirect) for the accuracy of the software, hardware or information.
- Ready to Fly Platforms will require the use of a computer to change parameters and settings of the RPAS. Any adjustments or changes made by the user, are solely at the risk of the user. Over the Top Imagery accepts no liability, and will not compensate or repair where customers have applied firmware updates to their RPAS or associated componentry which has resulted in malfunction or failure.
- Liability for adjustments: The Purchaser is responsible for adjustments to the RPAS to suit personal preferences. Over the Top Imagery does not recommend making any changes to the original configuration as supplied by us.
- Where ANY changes have been made to the initial configuration of the RPAS, or flight radio as supplied by Over the Top Imagery the purchaser bears all liability for the change in configuration. Where the change in configuration results in error, malfunction, or damage to the RPAS, persons or property, the purchaser assumes all liability.
- A purchaser will be subject to a fee for reconfiguration of the RPAS or flight radio where changes have been made from the original configuration installed.
- Over the Top Imagery is not liable for any errors in reconfiguration of RPAS or flight controller, except where a fee has been charged for reconfiguration. This does not include the initial configuration of the RPAS.
- Over the Top Imagery is not liable for advising RPAS suitability for client's purpose. We advise clients on the capabilities of each machine, and it is at the discretion of the client as to which system they choose, and the suitability of such for their purposes.
- Over the Top Imagery does not, under any circumstance, assume to enter into contracts with customers regarding delivery of RPAS systems within a specific time frame. Any urgent

requests for delivery will be accommodated where possible, but Over the Top Imagery will not be held liable for loss of income, favour or other, where RPAS systems, components, or accessories are not delivered to the client within the advised timeframe.

- Over the Top Imagery will not be held liable in any way where clients are purchasing products with an urgent requirement; if the client chooses to proceed with a purchase it is wholly their liability to as to the assumption of risk for delivery.
- Where Over the Top Imagery advises timeframes for delivery, these are indicative timeframes only and can be affected by numerous factors. Over the Top Imagery will not be held liable for loss of income, favour or other related to late delivery of RPASs, components or accessories.
- Over the Top Imagery is not liable for loss or damages for loss of/inability to work due to non-delivery, or non-function of RPASs or equipment.
- Assumption of risk and liability for damages: The Purchaser is responsible for ensuring the product is used in compliance with local, state and national laws, and that at no point during the flight there is the potential for risk to person/s or property. The purchaser is responsible to ensure there is adequate clearance from potential hazards, and will ensure that there is no potential for injury or damage to persons or property if the RPAS were to fail due to operator error or component failure. Any persons injured or any property damaged by use of this product is the sole responsibility of the user. The purchaser is also responsible for determining the suitability of the product for his or her intended use.
- Liability for improper use: The Purchaser assumes liability for improper use of this product.
- Insurance: It is recommended that the Purchaser does not fly prior to 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 RPAS technology. In general, model aircraft are not covered by standard liability insurance.
- Quadcopters by the nature of their design, have zero motor or propeller failure redundancy. This means that if a motor or prop fails in flight, the craft will not be able to sustain flight and will fall to the ground. Over the Top Imagery does not recommend the use of quadcopter configurations where lifting high value sensors or payloads, due to the inherent lack of redundancy, if the user chooses this configuration they do so at their own risk.
- Multirotor systems with redundancy, such as additional motors, are still prone to failure. Over the Top Imagery does not test the redundancy of systems so cannot guarantee the behaviour of the RPAS system in the event of a failure such as a motor/esc, battery or flight controller failure.
- Hence Over the Top Imagery will not cover any RPAS, it's payload, sensor or accessory loss (including batteries) sustained in a crash, which is caused by component or structure failures including those of an esc, motor, propeller or flight controller failure leading to a crash on any RPAS system irrespective of its configuration.

7) Payments

- Unless otherwise stated, orders must be paid in full before they are shipped or picked up from Over the Top Imagery for custom builds, a deposit may be required upfront, with the remaining balance being paid before shipment or pickup.
- Where a customer has placed a deposit on a RPAS, the customer understands that this deposit is non-refundable for the following scenarios:
 - Where a customer has a change of mind regarding system components, use or specifications.
 - Where the customer cannot, or chooses not to proceed with an order

- Where a customer seeks cancellation of the order due to delayed delivery on a RPAS, without providing 2 weeks' notice to Over the Top Imagery.
- In the event of non-payment and the account being in default and being referred to an external party for collection the customer shall be liable for all resulting costs arising from the recovery, including commission which would be payable if the account is paid in full and legal costs including demand costs.
- Interest shall run on the amount of monies outstanding from the date due for payment until the date payment is made at the rate prescribed by the Penalty Interest Rates Act plus two per centum.
- Where Over the Top Imagery have specially ordered in an item based on a paid order, or order with deposit received, then cancellation of the order is at the discretion of Over the Top Imagery.
- A customer may be eligible for a partial or full refund on deposit, at the discretion of Over the Top Imagery, in the following situations:
 - Where a customer has a specific timeframe requirement for handover - which has been communicated to, and agreed in contract - and has not been met by Over the Top Imagery.
 - Where Over the Top Imagery cannot supply a functional RPAS, or the core parts associated with such system (flight controllers, motors, propellers, radio's etc.) are unavailable. Auxiliary items such as batteries, chargers etc. are not considered to be core parts of the RPAS

8) Refunds

- All Custom built RPAS sales are final. Once a client has commissioned Over the Top Imagery to build a custom RPAS system, there is no scope for cancellation of the build, and the customer is liable for full payment on the system once complete. If the customer wishes to cancel the order for any reason, this will be wholly at the discretion of Over the Top Imagery and a restocking fee of 50% will apply.
- Over the Top Imagery will not refund any RPAS purchase once handed over to the client, except where we are required to under Australian Consumer Law.
- Over the Top Imagery does not deal in any second hand or used equipment.
- Where a client is seeking a refund due to delayed delivery of a custom built RPAS, the client must provide an official written 4 week notice of intent to Over the Top Imagery. If Over the Top Imagery cannot supply the RPAS, flight/video system, or major accessories required for flight within this 4 week notification period, the customer will be provided a full refund on parts and labour costs associated with the RPAS and accessories. Major accessories do not include RPAS batteries, or other ancillary items which can be purchased elsewhere.
- Where a deposit has been placed for an item a customer may be eligible for a partial or full refund on this deposit, at the discretion of Over the Top Imagery, in the following situations:
 - Where a customer has a specific timeframe requirement for handover - which has been communicated to, and agreed in contract - and has not been met by Over the Top Imagery.
 - If there are any discrepancies with an order, they must be reported to Over the Top Imagery within one week of delivery.
 - Where Over the Top Imagery cannot supply a functional RPAS, or the core parts associated with such system (flight controllers, motors, propellers, radio's etc.) are unavailable. Auxiliary items such as batteries, chargers etc. are not considered to be core parts of the RPAS.

9) Shipping

- Over the Top Imagery will inform customers when an item will be shipped. Over the Top Imagery is not responsible for estimated or guaranteed delivery dates calculated by AusPost and AusPost Express. Over the Top Imagery does not refund shipping charges if a customer order was not delivered by the delivery date estimated by AusPost or AusPost Express. Certain large items and high value items may be shipped by courier with insurance protection, customers agree to pay for all insurance and postage costs
- Where a RPAS system is ordered together with a protective case, we will pack and ship the RPAS and accessories whenever possible together inside the same case. If a second case is required the customer will be charged for the additional packaging and shipping costs.
- Where free shipping promotion is offered, order will be shipped via Australia Post with tracking number. Parcel insurance is not included by default. Transit insurance is optional and must be requested by the customer by contacting us before the order is posted.
- Over the Top Imagery will take all necessary care to ensure safe shipment of the article, but will not be held liable for:
 - Items lost/stolen/damaged in transit where the 'Over the Top Imagery Delivery Guarantee' is not selected by the customer.
 - Items refused customs entry for international shipments - it is the customer's responsibility to check local laws and regulations pertaining to legality of systems, parts and components.
 - Delays in despatch, transit time, delivery issues, non-delivery of items, or other.
- If additional packaging materials are required, Over the Top Imagery are to be notified in advance of shipment. Over the Top Imagery will not reimburse any additional packaging costs, additional tracking, insurance or other services added to the return postage service, where these have not been specifically approved by Over the Top Imagery in advance.