



Skyfish Terms & Conditions of Sale

IMPORTANT – READ CAREFULLY: BY PURCHASING A SKYFISH 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.

1. These terms (“Agreement”) govern the sale of Skyfish branded goods (“Product”) between Skyfish, LLC (“Skyfish”) and the Buyer (“Buyer”). This document acknowledges receipt of the Buyer’s order by Skyfish 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.
2. **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 Written quotations shall expire thirty (30) calendar days from the date of quotation unless withdrawn in writing sooner.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.
3. **TERMS OF PAYMENT**
 - a. Deposits – On orders requiring a deposit, Buyer must make a deposit equal to the amount specified by Skyfish at the time of order. Reservation numbers and delivery estimates are provided at the sole discretion of Skyfish.
 - 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. Skyfish has the right to refuse any order, even after accepting payment or partial payment for such order. Skyfish will credit/refund any such payment made by the Buyer, if Skyfish 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 cancelled. All cancelled 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. Skyfish reserves the right to reject any order. Skyfish will credit or refund any payments if Skyfish 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 cancelled 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 Skyfish 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. Skyfish reserves the right to reject any order. Skyfish will credit or refund any payments made if Skyfish rejects the order.
 - f. Leasing – At this time, Skyfish does not offer any leasing options for Skyfish Product. Skyfish does not affiliate, authorize, or support any entities offering leasing options for Skyfish Product. Skyfish assumes no liability for services or Products offered by unauthorized third-party entities offering Skyfish Product or services.
4. **DELIVERY AND ACCEPTANCE** – Unless otherwise provided by Skyfish in writing, all Product shipments shall be made Carriage Paid to Destination (CPT-Destination) from the Skyfish facility at Stevensville, Montana, at which time the title, risk of loss or damage shall pass to the Buyer when the products are transferred to the carrier. Buyer shall be the importer of record for all purchased products, if applicable. Licensing requirements for importation to non-U.S. countries is the sole obligation of the Buyer. In the absence of specific shipping instructions from the Buyer, Skyfish will



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ship by the method it deems, in its sole discretion, most advantageous. Transportation charges will be collected prior to shipment. Unless otherwise specified, products will be shipped in standard commercial packaging. When special packaging or export instructions are requested by the Buyer, any additional costs will be the responsibility of the Buyer. Skyfish reserves the right to reject certain shipping or packing methods. All sales where Buyer opts to use Buyer's preferred freight forwarder, the shipments will be made "ex works" (Incoterms 2010) from Skyfish's facility, Stevensville, Montana. Skyfish shall use reasonable efforts to notify Buyer of any anticipated delays in delivery. Skyfish 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 seven (7) days after receipt of Product. Product not rejected during this seven-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 Skyfish or based on test procedures that Skyfish 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 Skyfish Product without express written consent from Skyfish. Buyer will not develop or use non-Skyfish approved products or software that plug into or directly affect the function or performance of Skyfish Product without express written consent from Skyfish. Buyer will not cause or permit any reverse engineering of Skyfish Product. Buyer will not provide repair services for Skyfish Product without the express written consent from Skyfish. Buyer will not use Skyfish's trademarks, including as part of a domain or company name or in keywords or online search optimizations, without the express written consent from Skyfish.
6. **WARRANTY** – Skyfish warrants all products will be of good quality and workmanship and free from material defects. Upon the expiration of the time periods below, all liabilities of Skyfish will terminate. In no event shall Skyfish be liable for consequential damages. Skyfish may use refurbished parts for repairs or replacements. Certain products may be subject to a separate software license agreement.
 - a. **Standard Warranty** – When purchased directly through Skyfish or through an authorized reseller, the Standard Warranty is granted to the original purchaser by Skyfish for a period of one (1) year, parts and labor. The Standard Warranty does not apply to batteries. The Standard Warranty covers parts and labor charges for Product that has been returned to an Authorized Service Center. All warranty returns shall be done in accordance with Skyfish's warranty Return Authorization ("RA") policy. Any repaired or replaced Product shall be warranted as set forth in this section for a period the greater of (i) the balance of the applicable warranty period relating to such Product or (ii) ninety (90) days after it is received by Buyer. Only the components that were repaired or replaced will be eligible for the 90-day period as set forth above. The Standard Warranty effective date is the date of "ex works" from Stevensville, Montana.
 - b. **Skyfish Refurbished Product Standard Warranty** – All Skyfish Product sold as refurbished are warranted for a period of ninety (90) days.
 - c. **Certain Skyfish Product may contain an additional warranty beyond the Standard Warranty.** Such a warranty only applies if the warranty is expressly contained on the Product invoice. The warranty covers parts and labor for the period specifically stated on the Product invoice.
 - d. **Exclusive Battery Warranty** – Skyfish warrants that batteries purchased or included with the Product will be free from defects in materials and workmanship at the date of purchase by Buyer. Battery product warranty is limited to original defects in material and workmanship. Due to the nature and use of these batteries, there is no term warranty. Misuse, abuse, incorrect charging, failure to comply with applicable battery warnings and guidelines, and other inappropriate use of this Product are not covered under this warranty.



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- e. Warranty Limitations – All Skyfish warranties do not cover (i) maintenance, repair or replacement necessitated by loss or damage resulting from any cause other than normal use and operation of the Product in accordance with Skyfish’s specifications and owner’s manual, including but not limited to: theft, exposure to weather conditions, operator negligence, misuse, abuse, improper electrical/power supply; (ii) alterations, modifications or repairs by Buyer or unauthorized third parties; (iii) accident, disaster, improper handling or storage, droppage, modification, opening sealed components, use of third party accessories or acts of nature or any other peril originating from outside the Product; (iv) transportation damage, lack of or improper maintenance, defective batteries, battery leakage; and (v) cosmetic damage or other non-operating parts. Removal or modification of sealed components, including but not limited to, motors or electronics, voids any and all warranties. Breaking the seal on any sealed components, including but not limited to motors or electronics, is prohibited and voids any and all warranties unless otherwise approved by Skyfish. Any parts replaced by Skyfish during warranty repair are the property of Skyfish and will not be returned to Buyer. Skyfish may use refurbished parts for repairs or replacements. Skyfish products are compatible with Skyfish software, Skyfish parts and Skyfish products only. Use of any software, parts, or products, other than Skyfish or Skyfish approved software, parts, and products, which plug into or directly affect the function or performance of Skyfish products voids any and all warranties.

EXCEPT AS SPECIFICALLY SET FORTH ABOVE, SKYFISH AND ITS LICENSORS MAKE NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO THE SKYFISH PRODUCT OR ANY COMPONENT THEREOF, INCLUDING BUT NOT LIMITED TO NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, INTEGRATION, MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. SKYFISH AND ITS LICENSORS DO NOT WARRANT THE PERFORMANCE OR RESULT OF THE SKYFISH PRODUCT.

THE SOLE REMEDY UNDER THIS WARRANTY SHALL BE THE REPAIR OR REPLACEMENT FOR DEFECTIVE PARTS AS STATED ABOVE. THIS WARRANTY IS THE SOLE WARRANTY GIVEN BY SKYFISH AND IS IN LIEU OF ANY OTHER WARRANTIES EITHER EXPRESS OR IMPLIED. THIS WARRANTY EXTENDS TO THE BUYER WHEN PURCHASED THROUGH AN AUTHORIZED RESELLER ONLY, AND IS NON-TRANSFERABLE TO OTHER THIRD PARTIES. SKYFISH 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.

- f. Third Party Warranty – Skyfish does not honor warranty agreements extended by third parties. Only warranty agreements granted by Skyfish will be honored by Skyfish.
- g. Non-Warranty Repair – Product that no longer qualifies for Warranty Repair may be sent to an Authorized Skyfish Service Center subject to an evaluation fee. Skyfish will provide a quotation for the repair of the Product. The Customer is responsible for all costs associated with such refurbishment, such as troubleshooting, diagnosis, repair, test, calibration, storage, and shipping costs. The evaluation fee will be applied to the cost of the refurbishment if the cost of the refurbishment is greater than the evaluation fee. Any repaired or replaced product shall be warranted for ninety (90) days after it is received by Buyer. Only the components that were repaired or replaced will be eligible for the 90-day period. Any parts replaced by Skyfish



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during non-warranty repair are the property of Skyfish and will not be returned to Buyer. Skyfish may use refurbished parts for non-warranty repair.

7. **RETURNS** – Buyers must obtain a Return Authorization (“RA”) prior to the return of any Product. Product, except batteries, may only be returned for refund within seven (7) days of original delivery by Skyfish at shipped address specified by Buyer, provided the Product is in as new condition and passes Skyfish quality control.
- a. **Factory Seal** – If the factory seal on the Product has been broken, a return will not be accepted, unless Skyfish gives specific approval for such a return after evaluation and the returned Product is subject to a 25% restocking fee. All equipment must be shipped in as new condition and in the original shipping materials. Refunds are subject to an evaluation of the merchandise upon receipt at Skyfish as defined above, in addition to other tests to ascertain condition of returned goods. A refund less the restocking fee will be provided within thirty (30) days of completion of evaluation of goods at Skyfish.
 - b. **Engraving** – On certain Products, Skyfish may offer the option for custom engraving. Please carefully review any engraving request before submitting. Skyfish will not be responsible for any errors made when submitting the engraving request. A pre-ordered Product containing custom engraving may be cancelled prior to shipment, but any deposit paid on the pre-ordered Product will become non-refundable. Custom engraved products may be returned for refund, less the deposit paid on the pre-ordered Product, within fourteen (14) days of original delivery by Skyfish at shipped address specified by Buyer, provided the Product is in as new condition and passes Skyfish quality control. If the factory seal on a custom engraved product has been broken, a return will not be accepted, unless Skyfish gives specific approval for such a return after evaluation and the returned Product is subject to a 25% restocking fee plus the amount of the deposit paid on the pre-ordered Product. Skyfish’s Standard Warranty does not cover replacement of engraving. In the event your engraved product receives services under Skyfish’s Standard Warranty, use of necessary replacement parts may eliminate the engraving on the Product.
 - c. **Shipping** – Buyer is responsible for shipping costs to return Product to Skyfish. 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.
 - d. Buyer has ten (10) days from the date the RA is issued to deliver the Product to Skyfish. All Product not delivered ten (10) days after the RA was issued will not be considered eligible as a return for credit and Skyfish will return Product to Buyer and Buyer will assume all shipping costs.
 - e. **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 Skyfish and its employees harmless from any and all liability arising from Buyer’s failure to comply with this provision.
 - f. **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 Skyfish 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



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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.

8. **LIMITATION OF LIABILITY** – IN NO EVENT SHALL SKYFISH 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 SKYFISH OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SKYFISH'S OR ITS LICENSORS' LIABILITY FOR A PRODUCT (WHETHER ASSERTED AS A TORT CLAIM, A CONTRACT CLAIM OR OTHERWISE) EXCEED THE AMOUNTS PAID TO SKYFISH FOR SUCH PRODUCT. NOT WITHSTANDING ANYTHING IN THIS AGREEMENT, IN NO EVENT SHALL SKYFISH'S LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNTS PAID BY BUYER TO SKYFISH FOR PRODUCT IN THE LAST TWELVE (12) MONTHS. IN NO EVENT WILL SKYFISH OR ITS LICENSORS BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY BUYER. IN NO EVENT WILL SKYFISH 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.
9. **INDEMNIFICATION** – Buyer shall indemnify, defend, and hold Skyfish and Skyfish'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.
10. **PROPRIETARY INFORMATION** – Skyfish 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 Skyfish 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 Skyfish. The Products are offered for sale and sold by Skyfish on the condition that such sale does not convey any right, express or implied, stated or otherwise, under any intellectual property or manufacturing process. Skyfish 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.
11. **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.
12. **RESALE** – Buyer certifies and agree that Buyer is purchasing Skyfish Product for Buyer's own use only and not for resale. Buyer shall not resell Skyfish Product or remove components from Skyfish Product for resale.
13. **NON-WAIVER** – Failure of Skyfish 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.
14. **LAW GOVERNING AND EXCLUSIVE JURISDICTION** – This Agreement is to be interpreted in accordance with the laws of the State of Montana, United States of America. The sale of any Skyfish Product to Buyer is considered to have taken place in Stevensville, Montana 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



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excluded. Exclusive jurisdiction for any dispute arising from the terms and conditions of this Agreement shall be Stevensville, Montana and both Buyer and Skyfish waive all rights to have a dispute brought elsewhere.

15. **FORCE MAJEURE** – Skyfish 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 Skyfish. Quantities are subject to availability. In the event of shortage, Skyfish may allocate sales and deliveries in its sole discretion.
16. **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.
17. **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.
18. **ENTIRE AGREEMENT** – These terms and conditions constitute the entire and exclusive agreement between Buyer and Skyfish concerning the products and Buyer's purchase hereunder and supersedes any and all statements or other agreements, whether written or oral, between Buyer and Skyfish.
19. **UPDATES TO TERMS AND CONDITIONS OF SALE** – You can review the most current version of the Terms and Conditions of Sale at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions of Sale by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of access to our website following the posting of any changes to these Terms and Conditions of Sale constitutes acceptance of those changes.

This content is subject to change.

If you have any questions about this document, please contact Skyfish at support@skyfish.ai

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