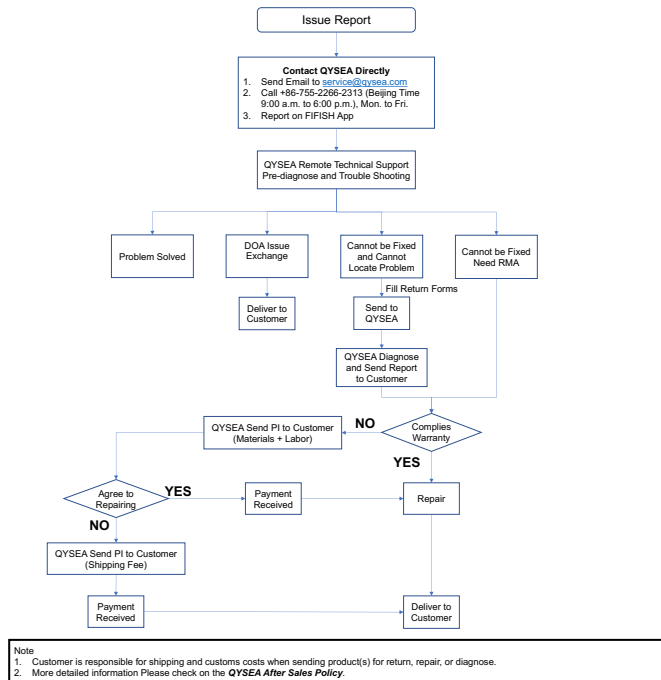


QYSEA Aftersales Policy

Version 1.1-European Union

Customer Services Flow



PART I – LIMITED WARRANTY

PART II – GENERAL TERMS

PART III – ESSENTIAL INFORMATION

PART IV – WARRANTY PERIOD OF MAIN PARTS



PART I – LIMITED WARRANTY

These QYSEA After-Sales Policies (these “Policies”) only apply to QYSEA products you purchased from QYSEA authorized retailers or QYSEA directly for your own use and not for resale.

These Policies are available in other languages at <https://www.qysea.com/support>. In the event of a conflict between different translations of these terms, the English version shall prevail.

By using your QYSEA product, you agree to be bound by these Policies. If you are not eligible or do not agree to any of the Terms, do not use your QYSEA product.

What is Covered

Under this Limited Warranty, QYSEA warrants that each QYSEA product that you purchase will be free from material and workmanship defects under normal use in accordance with QYSEA’s published product materials during the warranty period. QYSEA’s published product materials include, but not limited to user manuals, quick start guide, maintenance, specifications, disclaimer, and in-app notifications.

The warranty period for different products and parts vary, please check <https://www.qysea.com/support> to verify the duration of the warranty for your particular product or parts. The warranty period for a product starts on the day such product is delivered, If you cannot provide invoice or other valid proof of purchase, then the warranty period will start from 45 days after the production date that shows on the product, unless otherwise agreed upon between you and QYSEA.

How to Obtain Warranty Service

If a product does not function as warranted during the warranty period, you may obtain after-sales service by contacting QYSEA’s local dealer as provide in Part III of these policies or through <https://www.qysea.com/support/>. You will need to provide a valid proof-of-purchase, receipt or order number (for QYSEA Direct Sales) for the warranty service.

Charges may apply for services not covered by this Limited Warranty. Please contact QYSEA for information specific to your location.

Please note that the warranty service is only available in the respective QYSEA service regions where you purchased your QYSEA product.

What Will QYSEA Do

QYSEA will attempt to diagnose and resolve your problem by telephone, e-mail or online chat. QYSEA may direct you to download and install particular software updates.

If your problem cannot be resolved over the telephone or through the application of software updates, you may be required to deliver the product to QYSEA for further examination. QYSEA will arrange for repair or replacement service at no cost if the problem falls under this Limited Warranty.

What This After-Sales Policy Does NOT Cover

- This policy does not cover the following:
 - Crashes or fire damage caused by non-manufacturing factors, including but not limited to, pilot errors.
- Damage caused by unauthorized modification, disassembly, or shell opening not in accordance with official instructions or manuals.
- Damage caused by improper installation, incorrect use, or operation not in accordance with official instructions or manuals.
- Damage caused by a non-authorized service provider.
- Damage caused by unauthorized modification of circuits and mismatch or misuse of the battery and charger.
- Damage caused by dives which do not follow instruction and manual recommendations.
- Damage caused by operation in bad water conditions (i.e. strong currents, huge waves, etc.)
- Damage caused by operating the product in an environment with electromagnetic interference (i.e. in mining areas or close to radio transmission towers, high-voltage wires, substations, etc.).
- Damage caused by operating the product in an environment suffering from interference from other wireless devices (i.e. transmitter, video-downlink, Wi-Fi signals, etc.).
- Damage caused by a forced dive when components have aged or been damaged.
- Damage caused by reliability or compatibility issues when using unauthorized third-party parts.
- Damage caused by operating the unit with a low-charged or defective battery.
- Uninterrupted or error-free operation of a product.
- Loss of, or damage to, your data by a product.
- Any software programs, whether provided with the product or installed subsequently.
- Failure of, or damage caused by, any third-party products, including those that QYSEA may provide or integrate into the QYSEA product at your request.
- Damage resulting from any non-QYSEA technical or other support, such as assistance with “how-to” questions or inaccurate product set-up, installation, and firmware upgrade.
- Damage caused by operating the ROV in the sensitive zone (military, natural resource protection zoning, marine conservation and ocean conservation, etc.)
- Damage caused by unpredictable factors (current, cave collapse, swallow by animal, etc.)
- Products or parts with an altered identification label or from which the identification label has been removed.

Limitation of Liability

WHEN RECEIVING SERVICE, QYSEA IS RESPONSIBLE FOR LOSS OR DAMAGE TO YOUR PRODUCT ONLY WHILE IT IS IN QYSEA'S POSSESSION OR IN TRANSIT, IF QYSEA IS RESPONSIBLE FOR TRANSPORTATION. QYSEA IS NOT RESPONSIBLE FOR LOSS OR DISCLOSURE OF ANY DATA, INCLUDING CONFIDENTIAL INFORMATION, PROPRIETARY INFORMATION, OR



PERSONAL INFORMATION, CONTAINED IN A PRODUCT. UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, SHALL QYSEA, ITS AFFILIATES, SUPPLIERS, RESELLERS, OR SERVICE PROVIDERS BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS, DAMAGE OR DISCLOSURE OF YOUR DATA; 3) SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. IN NO CASE SHALL THE TOTAL LIABILITY OF QYSEA, ITS AFFILIATES, SUPPLIERS, RESELLERS, OR SERVICE PROVIDERS FOR DAMAGES FROM ANY CAUSE EXCEED THE AMOUNT OF ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID FOR THE PRODUCT.

THE FOREGOING LIMITATION DOES NOT APPLY TO DAMAGES FOR BODILY INJURY (INCLUDING DEATH), DAMAGE TO REAL PROPERTY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY FOR WHICH QYSEA IS LIABLE UNDER LAW.

AS SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

LIMITATION OF WARRANTY

TO THE EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY, QYSEA DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE QYSEA ENTITIES DO NOT WARRANT, EXCEPT AS EXPRESSLY PROVIDED IN QYSEA LIMITED WARRANTY, THAT THE PRODUCT, PRODUCT ACCESSORIES, OR ANY PORTION OF THE PRODUCT, OR ANY MATERIALS, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS.

SHOULD SUCH WARRANTIES CANNOT BE DISCLAIMED, QYSEA LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT QYSEA'S OPTION, THE REPAIR OR REPLACEMENT SERVICES PROVIDED IN THIS LIMITED WARRANTY.

SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

Your Other Rights

This Limited Warranty provides you with extra and specific legal rights. You may have other rights according to the applicable laws of your state or jurisdiction. You may also have other rights under a written agreement with QYSEA. Nothing in this Limited Warranty affects your statutory rights, including rights of consumers under



laws or regulations governing the sale of consumer products that cannot be waived or limited by agreement.

*Warranty period may vary according to local laws and regulations.



PART II – GENERAL TERMS

QYSEA guarantees that, subject to the following conditions Warranty Repair Service can be requested. Please contact QYSEA or your authorized QYSEA dealer for more details. You will be required to fill out a repair form or RMA (Return Material Approval), which should be sent to us along with the to-be-repaired unit.

DOA (dead-on-arrival, defective-on-arrival, and/or damaged-on-arrival), refers to goods that are defective on arrival. After receiving goods from QYSEA, or the authorized dealer, and find the product appear to be damaged or have performance(s) failure. In such condition, please contact QYSEA or your authorized QYSEA dealer to identify and confirm for replacement.

RMA (Return Material Approval), please fill out the form via FIFISH APP, Email to service@qysea.com.

What to do Before Obtaining After-sales Service

Before obtaining after-sales service, the following steps must be taken:

- Follow the procedures specified by QYSEA as shown in the “QYSEA General Customer Services Procedure” part.
- Backup all data contained on your product’s SD card.
- Except for dive logs, remove all data, including confidential information, proprietary information and personal information, from the product. Or, if you are unable to remove any such information, modify the information to prevent its access by another party or so that it is not personal data under applicable law. QYSEA shall not be responsible for the loss or disclosure of any data, including confidential information, proprietary information, or personal information, on a product returned or accessed for warranty service.
- Provide QYSEA with all system passwords, if necessary.
- Provide QYSEA with sufficient and safe access to your product, so QYSEA can provide service as needed.
- Remove all additional parts, alterations, and attachments not covered under warranty.
- Ensure that the product or part is free of any legal restrictions that prevent its replacement.
- If you are not the owner of a product or part, obtain authorization from the owner for QYSEA to provide warranty service.

Product and Part Replacement

When after-sales service involves the replacement of a product or part, the replaced product or part becomes QYSEA’s property and the replacement product or part becomes your property. Only unaltered QYSEA products and parts are eligible for replacement.

Replacement products or parts provided by QYSEA may not be new, but it will be in good working order and at least functionally equivalent to the original product or part’s warranty. A replacement product or part shall be covered for the time remaining in the original product’s warranty.



Use of Personal Contact Information and Data

If you obtain service under this policy, you authorize QYSEA to store, use, and process your flight log information and your contact information, including name, phone numbers, address, and e-mail address. You agree and understand that it is necessary for QYSEA to collect, process and use your data to perform service under this policy. We may contact you to inquire about your satisfaction with our service or to notify you about any product recalls or safety issues. QYSEA may request your authorization to access, use and process the vision image data that stored in your aircraft product when you decide to apply for after-sales service. If you refuse to do so, QYSEA may not be able to provide certain after-sales service to you. In achieve these aims, you authorize QYSEA to transfer your information to any country where we do business and to provide it to entities acting on our behalf. We may also disclose your information where required by law. QYSEA's privacy policy is available at <https://www.qysea.com/support/>.



PART III – ESSENTIAL INFORMATION

- The warranty period for Warranty Repair Service may vary with respect to your product, the part experiencing issues, or the country of purchase. Please refer to <https://www.qysea.com/support> for the warranty period for your product and products in your country.
- You are responsible for shipping costs when sending product(s) for return, repair, or diagnose.
- QYSEA will examine the returned product(s) to identify the problem. If the problem qualifies for service under this policy, QYSEA will bear the cost for repair and return the product(s) at our cost to you.
- If QYSEA determines that the issue in question is not covered by this QYSEA After-Sales Policy, you will have to apply for Customer Paid Repair Service. QYSEA will not start repair until you agree to the cost for repair quoted by QYSEA. If you disagree with the cost for repair, QYSEA will return the product(s) with you burdening the cost of return shipping.
- Please note that products and components presented for repair may be replaced by refurbished goods of the same type rather than being repaired. These refurbished goods have been tested and are similar to brand new goods in function and appearance. If any refurbished parts or units do not meet our quality assurance requirements, brand new parts or units will be issued.
- Please be aware that where a product is capable of retaining user-generated data, such data may be lost during the repair process. We therefore recommend that you back up your data prior to any repair.
- Customers can obtain warranty service only at a designated QYSEA repair center in the region where he/she purchased the product. However, depending on part availability, customers can obtain cross-regional repair service at an additional charge.
- Please note: QYSEA products are covered under warranty only if they are purchased from QYSEA authorized dealers or QYSEA directly.
- If a customer in Region A wants to send in their products to a designated QYSEA repair center in the Region B without informing QYSEA, the customs duty, customs clearance, and other costs incurred will be covered by the customer.
- Before sending your product for repair, please remove any customized decorations and items on it (including but not limited to decorative stickers, paintings, etc.). QYSEA will not be responsible for any damage or loss that may occur to these customized decorations and items.
- To guarantee your legal rights, please check whether your product is intact (check whether any damage has occurred to your product during transportation) when signing for it. If the product has a defect, please report it to us within seven (7) days of signing for it; or it will be deemed that the product you signed for is intact and fully functional.

PART IV – WARRANTY PERIOD OF MAIN PARTS

| Components | | Warranty Period |
|-------------|---------------------------|---|
| ROV | Camera | 24 months |
| | Circuit Board | 24 months |
| | Sensors | 24 months |
| | LED | 12 months |
| | Battery | 6 months or Charge cycles less than 200 times |
| | Tether Connector | No warranty |
| | Buoyancy Module | No warranty |
| Main Parts | Remote Controller (RC) | 12 months, not include the bracket |
| | Tether | No warranty |
| | ROV Adaptor | 24 months |
| | RC Adaptor | 24 months |
| Consumables | Motors | 6 months |
| | Remote controller bracket | No warranty |
| | Propeller | No warranty |
| Accessories | Spool | No warranty |
| | HDMI kit | 6 months |
| | 26" Travel Case | No warranty |
| | VR Box | No warranty |

* Note 1 the following conditions are not covered by the warranty.

- 1.1. Remote controller, spool and HDMI Box water damage is not included
- 1.2. Any unauthorized opening will void the warranty