

BROOKSTONE/ PARROT CUSTOMER PURCHASE AGREEMENT

This Customer Purchase Agreement describes certain important information regarding the return policy, warranty, and operating instructions in the AR.Drone User's Manual.

By clicking the "Add to Cart" button, you acknowledge that you have read, understand and accept the terms of this Customer Purchase Agreement and the Limited Warranty from Parrot.

IMPORTANT: Parrot Inc.'s ("Parrot") Return Policy, Limited Warranty, and full User's Manual can be found at <http://ardrone.parrot.com>. Note that opened, damaged, or used returns to Parrot are shipped at Customer's expense. Please see the User's Manual for complete information regarding Parrot's limited warranty, instructions and conditions of use.

SAFETY AND WARNINGS:

- You understand and acknowledge that the AR.Drone comes packaged with a User's Manual that contains important warranty and safety information. Before attempting to fly the AR.Drone, you have been advised to read the User's Manual, including the warranty and safety information in its entirety, the terms of which are incorporated into this agreement by reference. You understand that your use of the AR.Drone is subject to the Limited Warranty, disclaimers and safety information in the User's Manual.
- You should use the Parrot AR.Drone safely and responsibly at all times. You should always operate the Parrot AR.Drone in compliance with the User Guide and its Safe Use instructions. You are responsible for any injury or damage that may occur during the use of the Parrot AR.Drone. Neither Brookstone nor Parrot accepts responsibility for any injury, damage and/or loss of accessories, parts, information and materials that may occur during the use of the product. THIS PRODUCT SHOULD BE USED WITH GREAT CAUTION AND CARE. You should not use the Parrot AR.Drone in any way that could interfere with another person's privacy.

RETURNS AND WARRANTY:

- Unopened and unused AR.Drones can be returned to Brookstone in accordance with Brookstone's normal return policy which can be found in Brookstone stores, at www.brookstone.com, or on the reverse of your sales receipt or shipping collate.
- No warranty on the Parrot AR.Drone is provided directly or indirectly by Brookstone. For all warranty claims, contact Parrot.
- All Warranty and/or Service work must be performed by Parrot or by an authorized Parrot repair center. Customer is aware that opened AR.Drones are not returnable to Brookstone under any circumstances. Customer must seek any return, redress, or remedy whatsoever resulting from the sale, purchase, or use of the AR.Drone directly from Parrot.
- Any returns of opened, damaged, or used AR.Drones must be handled directly through Parrot. Please call Parrot directly at 1-877-9PARROT (1-877-972-7768) for full details. Parrot's return policy is as follows: *You must follow this return procedure:*
 1. You must call Parrot customer service at 1-877-9PARROT (1-877-972-7768) with serial number and proof of purchase.
 2. All opened, damaged, or used product are to be returned directly to Parrot for replacement or repair.
 3. You are responsible for the cost of shipping the AR.Drone back to Parrot (at the address specified after calling Parrot at 1-877-9PARROT (1-877-972-7768)) and you will bear the risk of loss during shipment.

- Parrot warrants that the AR.Drone will be free from defects in material and workmanship for a period of 12-months from the initial date of purchase (excluding consumables which are warranted during 6 months from the initial date of purchase) upon presentation of proof of purchase to Parrot (including the date and place of purchase and the product serial number).

- After inspection of the AR.Drone, Parrot will, at its sole discretion, either repair or replace the defective part or unit, excluding any other indemnification of any nature.

- Parrot's warranty does not cover: (i) defects due to damage caused by an accidental collision or fall; (ii) defects due to abnormal use of the product or if spare parts have been installed without following the recommendations and instructions provided by Parrot; (iii) if the AR.Drone has been customized by the end-user; (iv) defects caused by repairs carried out by the end-user or an unauthorized third party, except spare parts provided by Parrot; (v) defects due to the use of spare parts not provided by Parrot; (vi) the use of spare parts not approved by Parrot including batteries not approved by Parrot; (vii) defects caused by any reason other than a defect in material or workmanship, however, the gradual power loss of the Parrot rechargeable battery over time does not constitute a defect in material or workmanship.

- If upon technical tests being carried out any AR.Drone returned under this warranty is found non defective (in particular an analysis of the flight data from the last 30 seconds of flight - results available upon request), Parrot reserves the right to return the returned AR.Drone to the sender at the sender's cost and to levy a charge to cover Parrot's technical test fees.

- Upon expiration of Parrot's limited 12-month warranty, or if a defect is not covered by such warranty, any defective product can be returned to Parrot's after-sales service (see www.parrot.com for instructions) in order to be repaired or for a defective part to be replaced at the sender's costs. Repair will be carried out only after acceptance of the corresponding quotation.

- Except in relation to consumables, spare parts are subject to Parrot's limited 12-month warranty and are subject to the same terms and conditions as those described above.

- Parrot's limited warranty does not cover damage to non-Parrot products, including devices used to operate the AR.Drone.

Neither Brookstone, Parrot, nor the manufacturer of the AR.Drone is liable for any incidental or consequential loss, injury or damage due directly or indirectly to the use or operation of the AR.Drone. This Customer Purchase Agreement is governed by New Hampshire law, without regard to conflict of laws.