

第二部分—国家或地区特别条款

对于特定的国家或地区，第二部分的条款将替代或修改第一部分的相应内容。

Australia

“DJI” means DJI TECHNOLOGY AUSTRALIA PTY. LTD. Address: 46 Indian Drive, Keysborough, VIC 3173.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

If you order one of our products in Australia, you have legal rights known as ‘consumer guarantees’ which apply for a reasonable time from the date of your purchase until the failure becomes apparent and regardless of the manufacturer warranty as provided in this policy. The manufacturer warranty herein applies in addition to the rights you have at law and are not intended to limit, modify or restrict your consumer guarantee rights in any way.

[Click to see your rights under the Australian Consumer Law.](#)

The following replaces the same section in Part I:

What is Covered

DJI warrants that each hardware product that you purchase is free from defects in materials and workmanship under normal use and conditions during the warranty period. If the product fails due to a covered defect during the warranty period, DJI will provide you a remedy under this policy. The warranty period for the product starts on the original date of purchase specified on your sales receipt or invoice unless DJI informs you otherwise in writing. The warranty period and types of after-sales service that apply to your product are set forth below in “Part III – Types of After-sales Service” below.

The benefits given by this policy are in addition to your rights and remedies at law, including those under the Australian Consumer Law.

The following replaces the same section in Part I:

Replacement of Products and Parts

When after-sales service involves the replacement of a product or part, the replaced product or part becomes DJI's property and the replacement product or part becomes your property. Only unaltered DJI products and parts are eligible for replacement. The replacement product or part provided by DJI may not be new, but it will be in good working order and at least functionally equivalent to the original product or part. The replacement product or part shall be warranted for the balance of the period remaining on the original product. Products and parts presented for repair may be replaced by refurbished products or parts of the same type rather than being repaired. Refurbished parts may be used to repair the product; and repair of the product may result in loss of data, if the product is capable of retaining user-generated data.

The following is added to the same section in Part I:

Use of Personal Contact Information:

DJI will not be able to provide you with our service under this policy if you refuse to provide your information or do not wish us to transfer your information to our agent or contractor. You have the right to access your personal contact information and request correction of any errors in it pursuant to the Privacy Act 1988 by contacting DJI.

The following replaces the same section in Part I:

Limitation of Liability:

DJI IS RESPONSIBLE FOR LOSS OR DAMAGE TO YOUR PRODUCT ONLY WHILE IT IS IN DJI'S POSSESSION OR IN TRANSIT, IF DJI IS RESPONSIBLE FOR THE TRANSPORTATION.

DJI IS NOT RESPONSIBLE FOR LOSS OR DISCLOSURE OF ANY DATA, INCLUDING CONFIDENTIAL INFORMATION, PROPRIETARY INFORMATION, OR PERSONAL INFORMATION, CONTAINED IN A PRODUCT.

TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET

FORTH HEREIN, SHALL DJI, 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 AGREEMENT, 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 DJI, 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 LIMITATIONS DO NOT APPLY TO DAMAGES FOR BODILY INJURY (INCLUDING DEATH), DAMAGES TO REAL PROPERTY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY FOR WHICH DJI IS LIABLE UNDER LAW.

New Zealand

The following is added to the same section in Part I:

Use of Personal Information:

DJI will not be able to provide you with our service under this warranty if you refuse to provide your information or do not wish us to transfer your information to our agent or contractor. You have the right to access your personal information and request correction of any errors in it pursuant to the Privacy Act 1993.

European Economic Area (EEA)

Warranty Obligor for EEA

"DJI" means DJI GmbH or DJI Europe B.V.. Address: DJI GmbH, Industriestrasse 12, 97618 Niederlauer, Germany, or, DJI Europe B.V., Bijdorp-oost 6, 2992LA, Barendrecht, The Netherlands.

The following is added to Part I:

Additional Legal Rights for Consumers

For consumers, who are covered by consumer protection laws or regulations in their country of

purchase or, if different, their country of residence, the benefits conferred by DJI's After-sales Policy are in addition to all rights and remedies conveyed by such consumer protection laws and regulations, including but not limited to these additional rights.

Under European consumer laws, consumers are entitled to a free of charge repair or replacement by the seller of defective goods or goods which do not conform with the contract of sale. Furthermore, the consumer may require an appropriate reduction of the price or have the contract rescinded, if the consumer is entitled to neither repair nor replacement, or if the seller has not completed the remedy within a reasonable time, or if the seller has not completed the remedy without significant inconvenience to the consumer or refund by the seller, of defective goods or goods which do not conform with the contract of sale. However, the consumer is not entitled to have the contract rescinded if the lack of conformity is minor.

For additional information on consumer laws and particularities in the country of purchase or, if different, the country of your residence, please visit the European Consumer Centre website at http://ec.europa.eu/consumers/ecc/index_en.htm

Customers in the EEA may contact DJI at the address mentioned above.

United States

The following replaces the same section in Part I:

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS DJI LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, DJI IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING OR REPRODUCING ANY DATA STORED IN OR USED WITH THE DJI PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED IN THE DJI PRODUCT.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. DJI DISCLAIMS ANY REPRESENTATION

THAT IT WILL BE ABLE TO REPAIR ANY DJI PRODUCT UNDER THIS WARRANTY OR REPLACE THE DJI PRODUCT WITHOUT RISK TO OR LOSS OF INFORMATION STORED ON THE DJI PRODUCT.

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