



Upteko Aps
CVR: 39816466

Terms and Conditions

General Terms and Conditions

The following terms of sale and delivery apply to all deliveries from Upteko. When ordering goods at Upteko, you accept the following terms of agreement. If you are trading commercially, please note that terms addressed to consumers do not apply. You can always find the applicable conditions on this page. In addition, reference is made to the general rules of Danish law on the sale of goods and contracts, including the rules on consumer purchases.

Prices and offers

All prices are in Danish kroner including VAT and taxes.

Please note that information on our website is not a binding offer. There can always appear some minor errors on the website, sold out items, price changes from suppliers as well as changes in VAT and taxes.

Delivery costs are charged per shipment and may vary depending on the number of items, type of item, weight, volume or destination. The delivery costs are calculated and appear before the completion of the purchase and must be paid before shipping.

The email received after an order has been completed is thus only a copy of the shopping cart/ information that we received your offer, and not Upteko's acceptance of the order or confirmation that the transaction is completed.



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Payment

Payment of the price and delivery costs is made by receiving an invoice and paying by bank transfer - the order is only sent after payment is registered with Upteko, unless otherwise agreed.

Delivery, Postage and shipping

Production of the made-to-order items will only begin after receipt of order confirmation. The products are then delivered 4-6 weeks later.

The order of the off-the-shelf products is dispatched within 1-2 working days after the purchase. Excluded from this are goods where it is stated that it is a made-to-order item with a longer delivery time. All items are delivered while stocks last. Normal delivery time to addresses in Denmark is 1-2 working days after the order has been dispatched.

All our deliveries take place via our order system and are done automatically.

The sale is ruled by CPT Incoterms 2020. The process of delivery starts with the testing of the products before packing. We invite you to visit us and participate in testing and packaging in order to confirm the state of the product at the moment of packaging. Please inform us not later than in the order that you will attend the testing. If you do not attend the testing, we can make a film of the process which will be available upon your request.

All items are shipped with GLS. Timely delivery requires GLS to comply with the delivery agreement of 1-2 working days. If there are delays at GLS, this will correspondingly delay the delivery in relation to the desired delivery date. Please note that we do not offer and organize insurance during transport.



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Regret of purchase and return

If you act as a Consumer according to the Consumer Contracts Act, you have 14 days right of withdrawal after receiving the item. In the case of returns due to regret, the customer pays for the shipping himself.

The right of cancellation is automatically waived upon activation of the drone or equipment.

In case of cancellation, the item must be in substantially the same condition as when received, and the item must be returned in its original packaging. If the above is not complied with, we will make an assessment of whether the item has lost value. If this is the case, it will be offset against the return amount.

Errors in the order

If the contents of the package do not match the accompanying invoice, you must complain without delay, however not later than 7 days from the delivery. Otherwise, the right to object to defective or incorrect delivery is forfeited.

Offers and discounts

Upteko can help you tailor a product that suits you. You are welcome with questions, criticism and praise and various inquiries. We want you to be satisfied with us and our products.



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Complaint

Upon delivery, the buyer must immediately carry out such an examination of the product sold as proper business practice requires. If the buyer wants to claim a defect, the buyer must notify the seller immediately. If the buyer has discovered or should have discovered the defect and does not complain as stated, the buyer cannot later assert the defect. The seller is free to choose to remedy the defect or make a redelivery. If the seller so requests, the buyer must immediately after the complaint, at the buyer's expense and risk, return the allegedly defective item to the seller in its original packaging. The seller reserves the right to receive only the allegedly defective part. Complaints about defects and breakages caused in business contexts are not accepted.

The buyer has 2 years' right to complain from receipt of the item, however, the buyer must complain within a reasonable time after he has identified a defect. The right to complain means that the buyer should give the seller notice about the errors and defects within a period of two years from the date on which the products were handed over to the buyer (CPT Incoterms).

The right to complain is waived if the defect is caused by the buyer, for example as a result of incorrect or unauthorized repair or use. Complaints can be made through contact with Upteko, where specially trained personnel are prepared to remedy errors and deficiencies. You are responsible for backing up all existing material on submitted products. Together with the defective drone, the customer must send a flight log as well as a detailed description of the error and how it occurred, if this is known. Upteko will investigate whether the drone can be repaired, otherwise the damaged parts will be replaced.



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If you initiate measures to remedy a defect on your own initiative, Upteko will not reimburse these expenses, and your right to complain may also be waived.

If we receive such an item back where an error or defect does not apply, the item will be returned to the customer including a fee for our time spent on testing, troubleshooting and handling the case and shipping costs. Our fee is calculated at net DKK 399 per our normal examination fee.

In the case of complaints on products for delivery outside Denmark, shipping and postage are not covered. It is therefore up to the customer to cover any shipping costs in connection with deliveries to countries other than Denmark.

Damage not covered by complaints

- Crash or fire damage caused by non-manufacturing defects, including but not limited to - pilot error.
- Damage caused by unauthorized modification, disassembly or shell opening not in accordance with official instructions or manuals, including 3rd party parts or equipment.
- Damage caused by improper installation, improper use or operation not in accordance with official instructions or manuals.
- Damage caused by an unauthorized service provider.
- Damage caused by unauthorized circuit modification and mismatching or misuse of the battery and charger.
- Damage caused by flights that did not follow the instruction manual's recommendations.



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Transport damage

- Please note that we do not take the risk of the transport. When you receive your goods, please check them for any visible damage. If the packaging is damaged or has other visible signs of a defect, you must sign for the waybill - subject to any damage to the contents. Please follow the complaint system of the shipping company and let us know about it without delay.

Repair conditions and Service cases

When submitting service and/or repair cases to Upteko, the following must be observed:

- Attach only defective and damaged parts.
- Always include a description of what happened.
- Do not attach extra accessories such as batteries, bags, propellers, remote control, or cables - unless these are defective.
- Do not attach liquid/water-damaged drones or accessories as these are always rejected. Upteko cannot vouch for repairs of liquid/water-damaged drones or accessories, as safety cannot subsequently be guaranteed.
- Please note that it is not possible to receive defective and/or old spare parts back after the repair has been completed at Upteko.

Examination fee

By creating a case and at the same time sending your product to the repair workshop, it is accepted that an examination fee of DKK 399 incl. VAT.



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The examination fee is only imposed if it turns out that there is no fault with the product or the products submitted, or if it/they exceed the complaint period, or if the product was not acquired from Upteko.

Examples:

- if a product is submitted as a complaint without the product being faulty or if the fault is due to the consumer;
- if the consumer believes that there is a fault with the product, but the fault is due to a lack of updating, calibration or the like;
- if the product is not purchased from Upteko.

It is the customer's responsibility that all the attached and accompanying parts are described as accurately as possible. Upteko is not responsible for lost or missing parts, if these are not described in the case (these parts will also be checked upon receipt of the case).

Intellectual property rights

Any delivery of products takes place with respect for the relevant manufacturer's intellectual property rights and the seller is not responsible in any way for the buyer's actions in violation of these rights.

Limitation of liability

A claim for damages against the seller cannot exceed the invoice amount for the item sold, as the scope otherwise does not follow the inalienable rules of Danish law on product liability. The seller disclaims any responsibility for lost data material. This also applies when submitting products for repair. The buyer is responsible for backing up all existing material on delivered products.



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Upteko can in no way be held responsible for any direct/indirect losses, earnings, operating losses, installation costs, lost sales, consequential damages, etc. Upteko assumes no responsibility as a result of their legal relationship with third parties.

Reservation of title

The seller reserves the right of ownership of delivered goods until the entire purchase price, including delivery costs and any interest and costs, has been paid in full. The buyer undertakes to keep the delivery insured and free of damage until the entire purchase price has been paid.

Personal information

We only save the information that is necessary to complete your order - including e-mail, address of shipment and product data that relate to you. All customer information and information about orders is treated strictly confidentially and will never be passed on to third parties. According to Danish legislation, the information is stored for five years.