

# General terms and conditions

## 1. Subject of contract

1.1 The Seller undertakes to sell the products to the Buyer at the listed prices.

1.2 The Buyer notes that the products are so-called semi-professional flight simulators (as well as their components/accessories). The Buyer also notes that the products have not been licensed by the aviation authorities or otherwise accepted/certified. The products do not therefore claim to have the properties of professional flight simulators. In particular, the products do not claim to realistically emulate simulators and/or simulation or to have an application in initial and advanced training.

1.3 The Buyer undertakes to pay the purchase price to the Seller (see 1.1. above).

1.4 The listed purchase price for the products is exclusive of all costs. In addition to the purchase price, the Buyer shall pay all costs associated with the delivery of the products, such as VAT, transport packaging and transport costs, insurance costs, and customs duties.

## 2. Invoicing, payment and delivery

2.1 The Seller shall issue an invoice as soon as the Buyer's purchase contract has been signed. The purchase price, as well as costs listed in the invoice, shall be due for payment at the latest seven (7) days from the invoice date and shall be remitted to the account indicated on the invoice.

2.2 Up to an amount of CHF 50,000.00, 100% must be paid in advance. Above an amount of CHF 50,000.00, 70% shall be payable upon conclusion of the contract with the remaining 30% remitted prior to delivery.

2.3 In any event, the products shall not be delivered until payment is received in accordance with 2.1. above. The Seller shall notify the Buyer of the expected time of delivery and of any delays in delivery. These shall only be estimates and shall not be legally binding on the Seller. For the sake of clarity, it is duly established that delays on the part of the Seller shall not entitle the Buyer to rescind the contract or to assert other claims (in particular claims for compensation of damage suffered, lost profit).

## 3. Place of delivery, transfer of risk, transport and insurance

3.1 The parties duly agree delivery "ex works" (EXW) (the Seller's place of business), as per Incoterms, 2010. Accordingly, as soon as the Seller makes the products available to the Buyer at the Seller's premises, with the products not being cleared for export and loaded onto a carriage vehicle for departure, the Buyer shall bear the costs and risks associated with the loss or destruction and transportation of the products to the Buyer's premises.

3.2 In the absence of a written agreement of the parties to the contrary, the Seller shall, at the Buyer's cost and risk, deal with the export and import formalities, the loading of the products, and the transportation of the products to the place designated by the Buyer (delivery address), as well as their insurance. Unless the parties have agreed otherwise in writing, the Buyer's listed address shall be the delivery address.

3.3 The Buyer shall accept the products at the delivery address on the date specified by the Seller. Should the Buyer fail to comply with this obligation, the Seller may, at its discretion and at the Buyer's cost and risk, store the products covered by this contract with a third party or have them returned.

3.4 The Buyer shall be personally liable for all electrical installations in accordance with the requirements of the country concerned. In addition, the Buyer shall check whether the load-bearing capacity of the floor is adequate to enable a system to be operated on the desired premises. It must be ensured that the temperature remains constant between 15°C and 20°C in order for the systems to function as intended and not to overheat.

3.5 The Buyer hereby grants to the Seller the right to document the delivered flight simulators at the place of operation during and out of operation by photo and video shoots and to use the relevant images and recordings for the purpose of marketing the products and services of the Seller. The Seller also has the right to name the Buyer as the Seller's customer and to use the Buyer's company name and/or company logo for that purpose.

## 4. Products, inspection of the products, notification of defects

4.1 The Buyer shall inspect the products immediately on receipt for defects which the Seller has to remedy.

4.2 Obvious defects must be reported immediately on receipt of the products. Otherwise the products shall be deemed to have been approved. Hidden defects must be reported as soon as they are detected. Otherwise the products shall be deemed to have been approved with regard to these defects.

4.3 Defects must, in any event, be reported in writing. The Seller shall be given the opportunity to personally check the products for defects.

## 5. Warranty and liability

5.1 Warranty for defective products shall be limited to cases in which the Seller has fraudulently concealed a defect from the Buyer (Art. 199 of the Swiss Code of Obligations (OR)). Any further warranty shall be excluded.

5.2 Liability for any loss suffered by the Buyer as a result of defective products shall be excluded. This covers all liability for both direct and indirect damage. If liability for damage is compulsory by law, the liability shall, in any event, be limited to the listed purchase price.

5.3 Otherwise warranty shall be based on the statutory regulations.

## 6. Limitation of liability

6.1 Without prejudice to deviating provisions in this contract, the Seller's liability towards the Buyer shall be limited to cases of intention or gross negligence. Liability for auxiliary persons shall be excluded. Liability shall, in any event, be limited to the listed purchase price.

6.2 Proper use by trained staff shall be assumed. Training must be carried out by authorised personnel of SimAviatik.

6.3 Liability shall be excluded if losses arise as a result of professional training and commercial use.

6.4 If simulator parts are integrated or replaced at a customer's site by a third party supplier and if maintenance work is carried out by a third party, the warranty shall lapse.

## 7. Developments / Updates

7.1 The Buyer shall acquire the products in the configuration and design at the time the contract is concluded. Any further developments and software updates in respect of the products shall not be included. In particular, the Seller is not obliged to develop the products any further or to offer software updates.

7.2 If the Seller offers developments and software updates in the future and if the Buyer wishes to buy such, this shall form the object of a new contract to be concluded by the parties. Neither the Seller nor the Buyer is obliged to conclude such a contract.

## 8. Reservation of title

8.1 The products shall remain the property of the Seller until the purchase price and all costs associated with the sale and delivery of the products have been paid in full.

8.2 The Seller shall be authorised and empowered to arrange for the registration of its reservation of title in the relevant register of ownership with the authorities having jurisdiction. The Buyer shall assist with the registration.

## 9. Software

9.1 SimAviatik AG does not sell software. All software shall be otherwise acquired by the Buyer.

## 10. Terms of warranty

10.1 SimAviatik AG guarantees the quality of all products under a twelve (12) month warranty. Excluded from the guarantee are the software and its interaction with the system/simulator. The replacement and the subsequent cost of this replacement like meals, accommodation, freight and custom taxes will be at the expense of the Buyer.

10.2 The Buyer is aware that the simulators of SimAviatik AG entail maintenance costs.

10.3 Without prejudice to deviating provisions in this contract, the Seller's guarantee towards the Buyer shall be limited to cases of intention or gross negligence.

## 11. Place of performance

11.1 The place of performance for all obligations resulting from this contract, especially the delivery and payment obligations, shall be the Seller's place of business.

## 12. Jurisdiction

12.1 All disputes arising from or in connection with this contract shall be subject to the exclusive jurisdiction of the courts at the Seller's place of business.

## 13. Applicable law

This contract shall be governed by Swiss Law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.