

General Conditions of TRC Simulators B.V.

General terms and TRC Statement of Limited Warranty

SimKits and The Real Cockpit are registered trademarks of TRC Simulators b.v., The Netherlands. The name SimKits, The Real Cockpit or TRC Simulators may not be used by third parties in any form, written, electronically or printed, without explicit approval in writing of TRC Simulators b.v.

Part 1 – General Terms

Kits sold under the name SimKits are sold for personal use only. They may not be used or resold to third parties as a commercial activity, neither as parts, as being constructed or be used as part of a commercial flight simulator not produced by TRC Simulators b.v. without written approval. When Simkits/TRC products are purchased by a person or a company with the purpose to construct a simulator which will be used for any other purpose than personal only, a license fee of EUR 240.00 shall be paid for each module or product used for this purpose. A Radio Stack Tower consists of 7 modules, therefore the license fee is charged 7 times. Complete simulators are available without license fee (for personal use only) and including license fee (commercial/training use). Any buyer who violates this term will be excluded from further delivery of any kits or parts. All kits are inspected by 2 different persons prior to shipment. It is therefore hardly possible that any part is missing. Kits must be inspected upon arrival and eventual problems must be reported within 5 days after receipt of the kit. Reports coming in after the expiration of this period will not be honoured. Parts can also be purchased from the Parts section of the web shop. Products sold in the section “Products for Professional Use” and carrying the addition “For Professional Use” may be used in third party commercial products and may be resold as a single product or as a part of the buyers product.

Part 2 – General Terms of Limited Warranty

The warranties provided by TRC in this Statement of Limited Warranty apply only to Products you purchase for your use, and not for resale, from TRC or your reseller. The term “Product” means a TRC product, its features, conversions, upgrades, elements, or accessories, or any combination of them. The term “Product” does not include any software programs, whether pre-loaded with the Product, installed subsequently or otherwise. Unless TRC specifies otherwise, the following warranties apply only in the country where you acquire the Product. Nothing in this Statement of Limited Warranty affects any statutory rights of consumers that cannot be waived or limited by contract. If you have any questions, contact TRC or your reseller.

Part 3 – Payments

Payment must be guaranteed by authorisation via credit card or by prepayment on the bank account of TRC Simulators (at the choice of TRC Simulators b.v.) before any product will be shipped to the buyer. You may return your unopened and undamaged product within 14 days after you’ve received it to receive a refund, which will be paid within 14 days. Shipping costs will not be refunded. After these 14 days refunds are not given. In case products are returned after these 14 days for refund or products ordered are refused prior to shipment or confirmed orders are changed and already charged to a credit card or payment has been received on the bank account of TRC Simulators a refund will be hold as an amount available for the buyer against future purchases. This amount will be visible in the shopping cart of the buyer as a negative amount. The buyer can use this amount in full or partly against any future purchases.

Part 4 – The TRC Warranty for Products

TRC warrants that each (built) Product 1) is free from defects in materials and workmanship and 2) conforms to TRC’s Specifications. The warranty period is 12 months from the date of product purchase. The warranty period for a Product is a specified, fixed period commencing on its Date of Purchase. The date on your sales receipt is the Date of Purchase unless TRC or your reseller informs you otherwise. If a Product does not function as warranted during the warranty period, and TRC or your reseller are unable to either 1) make it do so or 2) replace it with one that is at least functionally equivalent, you may return it to your place of purchase and your money will be refunded. Shipping costs will not be refunded. Products purchased as kits or as parts thereof do not carry any warranty except otherwise stated. Products returned for a refund will be subject to a restocking charge of 15%. Shipping costs for products returned for warranty

are never included in the warranty. Shipping towards TRC Simulators as well as shipping from TRC Simulators towards the client shall be paid by the client. TRC Simulators may require pre-payment of return shipping costs in advanced by bank prepayment or other type of payment.

Extent of Warranty

The warranty does not cover the repair or exchange of a Product resulting from misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by you, or failure caused by a product for which TRC is not responsible. The warranty is voided by removal or alteration of Product or parts identification labels.

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.

Items Not Covered by Warranty

TRC does not warrant uninterrupted or error-free operation of a Product. Any technical or other support provided for a Product under warranty, such as assistance via telephone with "how-to" questions and those regarding Product set-up and installation, will be provided WITHOUT WARRANTIES OF ANY KIND

Warranty Service

To obtain warranty service for a Product, contact TRC or your reseller. If you do not register your Product with TRC, you may be required to present proof of purchase. During the warranty period, TRC or your reseller, if approved by TRC to provide warranty service, provides without charge certain types of repair and exchange service to keep Products in, or restore them to, conformance with their Specifications. TRC or your reseller will inform you of the available types of service for a Product based on its country of installation. At its discretion, TRC or your reseller will 1) either repair or exchange the failing Product and 2) provide the service either at your location or a service center. TRC or your reseller will also manage and install selected engineering changes that apply to the Product. Some parts of TRC Products are designated as Customer Replaceable Parts (called "CRPs"), e.g., certain instruments. TRC ships CRPs to you for replacement by you. You must return all defective CRPs to TRC within 30 days of your receipt of the replacement CRP. You are responsible for downloading designated software and Licensed Internal software updates from a TRC Internet Web site or from other electronic media, and following the instructions that TRC provides.

When warranty service involves the exchange of a Product or part, the item TRC or your reseller replaces becomes its property and the replacement becomes yours. You represent that all removed items are genuine and unaltered. The replacement may not be new, but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the warranty service status of the replaced item. Many features, conversions, or upgrades involve the removal of parts and their return to TRC. A part that replaces a removed part will assume the warranty service status of the removed part. Before TRC or your reseller exchanges a Product or part, you agree to remove all features, parts, options, alterations, and attachments not under warranty service. You also agree to 1. ensure that the Product is free of any legal obligations or restrictions that prevent its exchange 2. obtain authorization from the owner to have TRC or your reseller service a Product that you do not own; and 3. where applicable, before service is provided: a. follow the problem determination, problem analysis, and service request procedures that TRC or your reseller provides b. provide TRC or your reseller with sufficient, free, and safe access to your facilities to permit them to fulfill their obligations; and c. inform TRC or your reseller of changes in a Product's location.

TRC is responsible for loss of, or damage to, your Product while it is 1) in TRC's possession or 2) in transit in those cases where TRC has used UPS Courier Service to ship the products to the buyer. Neither TRC nor your reseller is responsible for any of your confidential, proprietary or personal information contained in a Product which you return to TRC or your reseller for any reason. You should remove all such information from the Product prior to its return. All shipping costs for as well as the returning of the defect Product as well as the shipping costs to return a repaired or replaced product must be paid by buyer. Buyer will prepay suchs costs as recommend by TRC's service department via the purchase of value vouchers via TRC's or SimKits' website.

Part 5 – Limitation of Liability

Circumstances may arise where, because of a default on TRC's part or other liability, you are entitled to recover damages from TRC. In each such instance, regardless of the basis on which you are entitled to claim damages from TRC (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), except for any liability that cannot be waived or limited by applicable laws, TRC is liable for no more than 1. damages for bodily injury (including death) and damage to real property and tangible personal property; and 2. the amount of any other actual direct damages, up to the charges (if recurring, 12 months' charges apply) for the Product that is subject of the claim. For purposes of this item, the term "Product" includes Product Code and Licensed Internal Code. This limit also applies to TRC's suppliers and your reseller. It is the maximum for which TRC, its suppliers, and your reseller are collectively responsible.)

UNDER NO CIRCUMSTANCES IS TRC LIABLE FOR ANY OF THE FOLLOWING: 1 THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) LOSS OF, OR DAMAGE TO, YOUR RECORDS OR DATA; OR 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST SAVINGS, EVEN IF TRC, ITS SUPPLIERS OR YOUR RESELLER IS INFORMED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU)

Part 6 – Governing Law

Both you and TRC consent to the application of the laws of the country in which you acquired the Product to govern, interpret, and enforce all of your and TRC's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. In case you acquired the product via the Internet, the laws of the Netherlands apply.

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