HARDWARE

Warranty Conditions

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1. Definitions

"Business day"	refers to a day other than Saturday, Sunday or public holiday when banks are open in France;
"Customer"	refers to any person, company or other entity to whom AVSimulation sells a Hardware;
"Delivery date"	refers to the date on which the Hardware is delivered to the Customer as indicated in the delivery note sent to AVSimulation;
"Hardware"	refers to any simulator and the devices and items incorporated into the simulator supplied by AVSimulation;
"Initial warranty period"	refers to the twelve (12) months warranty period starting from Delivery date;

Warranty Period	refers (depending on the case) to either the Initial warranty period or the Initial warranty period extended for a determined duration agreed between the Customer and AVSimulation.

2. Scope and purpose

The purpose of this document is to set out the terms and conditions of the warranty applicable to the Hardware purchased by the Customer.

3. Conditions

AVSimulation guarantees that all the Hardware supplied shall be new, skillful workmanship and free from defects.
The warranty applies only if the Customer strictly complies with all mandatory conditions, procedures and instructions for shipment, storage, maintenance and use of the Hardware.

The technical offer, the specification documents and the user manual documents furnished by AVSimulation define the instructions of use of the Hardware. The Customer validates the conformance of the Hardware during the site acceptance test. Warranty shall not apply to any defect relating to the use of the Hardware outside of its intended range of use.

The Customer is responsible:

➢ for the diagnosis and proof of defect when there is any Hardware defect,
➢ to check the Hardware and report any defects to AVSimulation within reasonable period by a written notice to the email provided at Article 7. The concerned defects shall be excluded from the warranty if such delay exceed fifteen (15) Business days.

AVSimulation shall at its own discretion, depending on the situation, either repair the defective Hardware, or deliver a new Hardware free from defect. Thus, transport cost from the Customer to AVSimulation warehouse or any other location indicated to the Customer will be borne solely by the Customer. AVSimulation will bear the transport cost from its warehouse to the Customer's premises.

4. Duration

AVSimulation guarantees its Hardware for a duration of twelve (12) months, starting from Delivery date on the Customer's premises or other location agreed between AVSimulation and the Customer. The Customer may order a warranty extension, which would extend the Initial warranty period.

5. Exclusion of warranty

The warranty shall not apply in the following events:

- the Hardware is not provided by AVSimulation or is provided by a retailer and/or authorized reseller,

- the defect is not transmitted to AVSimulation before the end of the Warranty Period,

- the defect is non-reproducible,

- the defect is not attributable to the Hardware,

- the defect is due to a modification of the operating environment (Hardware, software or data),

- the defect is related to improper storage and handling by the Customer and/or the end user,

- the defect is due to external factors, including but not limited to dropping, exposure to liquids, and inadequate ventilation,

- the defect is due to a non-compliant use of the Hardware, as well as normal wear and tear notably according the user manual, if provided to the Customer,

- the defect is due to an operating environment outside of the specified ranges, including but not limited to unusual electrical thermal and electromagnetic stress, misuse, power shortage, vibration, humidity, or negligence,

- the defect is not attributable to the original Hardware,

- the defect is due to deterioration or damage caused by accident,

- the defect is a result of an accidental or intentional deterioration.

6. **End of warranty**

Warranty ceases automatically at the end of Warranty Period subscribed by the Customer.

Further, warranty ceases in the event of modification of Hardware by the Customer and/or the end user, or a third party without written consent of AVSimulation.

In the event of any defect reported by the Customer related to the modification of Hardware, AVSimulation at its own discretion and choice, may operate an intervention due to the defect reported by the Customer.

AVSimulation shall have the right to charge the Customer a lump sum for such intervention, which:

➢ include travel and accommodation expenses,

➢ include dismounting and mounting of defective equipment or new equipment,

➢ will be increased of AVSimulation's daily rate for technical assistance.

AVSimulation reserves the right to charge the Customer all the expenses above and generally all expenses necessary and or related to such intervention.

7. **After sale service**

During the Warranty Period, the Customer may contact AVSimulation by:

- Phone: +33 607 178 606, or
- E-mail: maintenance.simu@avsimulation.com,

only on Business days from 10:00 am to 5:00 pm CET.

Support will be conducted in English or French. The support service may be closed for up to fifteen (15) calendar days during the year in addition to the scheduled public holidays in France. The Customer shall designate a qualified person to contact the support service. This person shall have a sufficient level of proficiency in English or French.

AVSimulation will guide the Customer in the analysis of the defect remotely if possible.

When the defect cannot be analysed via phone or remotely, the Customer hereby consents that AVSimulation will carry out an intervention on its premises (travel and accommodation expenses will be borne by the Customer).

After analysing the defect, if the cause is due to a defect eligible to warranty, AVSimulation will repair or replace the defective Hardware in accordance with the present warranty conditions.

Notwithstanding the above, the Customer shall send to AVSimulation the defective Hardware according to the provisions of Article 3.

8. Customer's obligations

During the Warranty Period, the Customer shall execute the maintenance of the Hardware according to the maintenance manual provided by AVSimulation. A maintenance log must be kept up to date by the Customer.

The Customer shall replace all consumable items, which are expressly excluded from the warranty. Such items include but are not limited to batteries, uninterruptible power supply, projector lamps/bulbs.

9. AVSimulation liability

AVSimulation is strictly responsible for the repair or replacement of the Hardware within the Warranty Period. There are no expressed warranties other than those stated herein.

Under no circumstances, AVSimulation shall be liable for any indirect damages resulting from contractual or/and non-contractual claims, including but not limited to, loss of data, personal data, damage to property, personal injury, expenses, confidential information, loss of profits, or any inability to use in relation with the use of the Hardware.

In all times, AVSimulation's liability shall not exceed the purchase price paid for its Hardware.

Any other maintenance, expertise or repair service shall be ordered within a specific maintenance contract. That agreement will define the terms and conditions of the warranty.

10. Force majeure

The provisions of the present warranty are postponed and AVSimulation liability under the present warranty conditions is excluded in case of occurrence of any fact or circumstance related to Force majeure. Force majeure shall be construed as an uncontrollable outside event, fact or circumstance, which is beyond AVSimulation control, and could not be prevent by the latter even through the utmost care. Force majeure includes, but not limited to war, terrorism, strike, sabotage, pandemics and natural disasters.

Where there is an occurrence of Force majeure, AVSimulation:

➢ will inform the Customer in writing as soon as practicable;
➢ describe the details of the event;
➢ provide the expected duration of the delayed performance relating to the warranty provisions.

11. Data processing

The Parties shall comply with (i) the European Regulation 2016/679 on the processing of personal data from the date of its entry into force and (ii) any regulation on the processing of personal data

applicable during the duration of the present warranty conditions. In particular, AVSimulation and the Customer undertake to:

- provide each other with personal data only to the extent that such personal data have been legitimately collected and processed;

- ensure that they have informed people involved in accordance with the applicable legislation and, where necessary, obtained the necessary consent of people involved, in particular if processing is to be carried out for the purposes of this agreement;

- process personal data only for the purposes strictly necessary for the Purpose and as strictly agreed by the AVSimulation and the Customer;

- share the personal data collected and processed as a result of this agreement only with third parties who would offer the same guarantees as those defined herein;

- refrain from transferring personal data to third parties located outside the European Economic Area without having first obtained the consent of the party that communicated the data, and sufficient guarantees in terms of protection;

- implement technical and organisational measures to ensure an adequate level of protection of the personal data processed; and

- delete personal data when they are no longer necessary for the purposes of this agreement, or upon request of the Party that provided them.

12. Applicable law and jurisdiction

The present warranty conditions shall be governed and construed in accordance with the laws of France. Should AVSimulation and the Customer try to seek an amicable solution where there is any claim, dispute arising from or in connection with the present warranty conditions, its formation or its subject matter, including non-contractual claims or disputes.

In the absence of an amicable solution within a period of thirty (30) days following notification of the dispute by registered letter with acknowledgement of receipt, the dispute or claim shall be submitted to the Commercial Court of Toulouse.

Notwithstanding the above, AVSimulation shall be entitled to seek an interim restraining order in any competent jurisdiction for any dispute or claim arising from or in connection of the present warranty conditions.