

## General Terms and Conditions

### I. Purpose of the Enterprise

The purpose of the Enterprise is to develop and commercialize software for flight simulation and to commercialize DVD and Blu-ray disks in connection with aviation. Orders received and accepted by the Enterprise are carried out by the same and on its own account.

### II. Warranty

It is the customer's responsibility to inspect the content of the delivery immediately after receipt for eventual external damages and report such damages to the Enterprise in writing within a week after receipt of the order. Beyond this delay compensation claims by the customer will not be accepted by the Enterprise.

### III. Right of withdrawal

The Enterprise reserves the right to refuse delivery of a customer's order, if delivery of the order proves to be unacceptable. The customer has the right to be informed of the reasons for refusal and is entitled to a refund for payments already executed. If the Enterprise cannot be blamed for the unacceptability of delivery, incurred expenses will be deducted from the refund. Further claims by the customer are excluded.

### IV. Cancellation

Cancellation of an order by the customer is basically possible, but requires written approval from the Enterprise before delivery is executed.

### V. Sale or return

A right of sales return by the customer is excluded.

### VI. Price

If not otherwise stipulated in a special agreement, the price indication at the moment of placing an order is relevant and binding.

### VII. Scope

The conditions stated hereafter are exclusive and binding for all current and future orders. The Enterprise does not recognize other conditions set by the customer, which deviate from the general business terms and conditions hereafter. With his order, the customer acknowledges and accepts the validity of these conditions.

### VIII. Conclusion of contract

A sales contract between Enterprise and customer is concluded on the basis of payments modes made available on the Internet site of the Enterprise. The Enterprise will ensure delivery by mail within the requested delay, and as soon as the company registers payment from the customer. For all sales contracts the price indications in force at the moment of contract are valid and binding.

### IX. Liability

The Enterprise denies any responsibility for damages incurring through installation or handling by the customer. After execution of delivery the company is not liable for any loss.

**X. Payment**

Placing of an order takes place by means of prepayment. Payment has to be effected according to payment mode made available on the Internet site of the Enterprise. Once payment has been registered by the Enterprise, dispatching by mail-delivery will follow if possible within the stated delivery period.

**XI. Copyright**

The delivered merchandise is protected by copyright. Copying, lending, publishing, passing on to third persons, putting to use for presentations and other purposes outside privately intended use is prohibited. Exceptions are subject to written consent from the Enterprise. The Enterprise reserves all rights.

**XII. Place of performance of jurisdiction**

Place of performance and jurisdiction is, if legally possible, the domicile of the Enterprise. The Enterprise shall nonetheless be entitled to initiate proceedings against the customer in any other court of competent jurisdiction, Swiss/German law remaining applicable in all cases.

**XIII. Interpretation**

Informal agreements are not concluded. Should any of the provisions of the foregoing terms and conditions between the Enterprise and the customer be found to be invalid or void, the validity of the remaining provisions shall not be affected hereby.