

SALES AND WARRANTY MAIN CONDITIONS FOR THE MATERIALS



1. LIABILITY

As he signed this bill the customer admits that ultralights practice may be dangerous, particularly owing to the nature's haphazard forces and wind turbulences which are completely unforeseeable and out of anyone's control, as for the ultralight pilot or the constructor.

At the moment the customer orders the machine he assumes all the risks due to the practice and to the use of ultralights.

In no event shall the supplier be liable for losses or indirect damages resulting from the use of any product he sold.

The customer and the future owners accept that the supplier is not liable for any damage resulting of the use of any product he sold.

2. MODELS

The company *air création* keeps the right to apply any change upon parts or accessories whenever it is considered as useful, and without any previous notice.

3. PRICES

- 3.1. Prices are given tax free. Taxes are the ones into effect at the time of invoicing and they have to be paid by the customer.
- 3.2. Prices stated in the price lists, catalogues, flyers, order forms or any document are only indicative, as the sale price applicable to any order is the one into effect at the date the buyer signs the order form.
- 3.3. However, in the event the price indicated on the order form increases, the buyer may cancel his order without any indemnity to any party. Deposit or advance payments will be reimbursed without interests and without implication of the liability toward the exclusive dealer or toward *air création*.
- 3.4. If a price increase is necessary due to technical modifications as a result of the regulation imposed by public authorities, *air création* has got the right to pass on the cost of the technical changes upon the price of the material, without any possibility for the buyer of cancelling his order.
- 3.5. If the exclusive dealer cannot deliver the material, as it is not built or imported anymore, the buyer will have the option of cancelling his order and get the reimbursement of the deposits paid.
- 3.6. The cost of packaging and shipping at the premises of the customer are excluded from the prices. The customer has to notice the supplier concerning the type of packaging expected and the address for delivering the goods.

4. ORDERS

Orders of *air création* materials by the buyer have to be typed, signed and dated into several copies, on order forms specifically designed to this purpose.

5. EXCLUSIVE DEALERS, DEALERS AND AGENTS

Dealers are not professional representative of *air création* and they are sole responsible for their engagements.

6. LEAD TIME

- 6.1 Lead times specified on the order forms are considered firm without any prejudice. However conditions stated in § 6.2 hereafter and particularly the three-months time granted to the seller and / or *air création* in the event of a delivery upon formal notice. The supplier shall not be held responsible directly or not to repair damages or losses due to a change of this lead time.
- 6.2 However in the event of a delay exceeding at least three months the delivery date stated on the order form, the buyer will have the possibility of voiding his order, upon formal notice sent to the exclusive dealer by registered letter with acknowledgement of receipt in order to require the delivery in the next two weeks, the avoidance taking effect if the delivery does not occur at the end of these fifteen days. The deposit or payments paid by the buyer will be then reimbursed.
- 6.3 In the event the exclusive dealer goes bankrupt, files a petition in bankruptcy, has an adjustment for the sake of equity or if he winds up his company, *air création* shall not be held liable for indemnifying the buyer and he shall not restitute in any form to the buyer all or a part of the deposits paid by this one to the exclusive dealer.

7. OBLIGATION TO TAKE DELIVERY

If for any reason other than the ones stated at the above sections § 3.3 and 6.2, the buyer refuses to take delivery of the material ordered, the exclusive dealer will keep the material at his disposal eight days after he has sent a registered letter with acknowledgement of receipt to the buyer. In the event he has not received an answer in the meanwhile the dealer will keep the deposit paid by the buyer as a provisional indemnity without prejudice of any other damages. The exclusive dealer will have the opportunity as it suits him to keep the material ordered at the disposal of the buyer who will pay the expenses of stocking.

8. PAYMENT

Our invoices are due discount free and they are payable on receipt, even if performing the order has given rise to claim or litigation. A deposit amounting at least 30% of the total price all tax included has to be paid on order. The deposits will be reimbursed under no circumstances but they may be used for another purchase. All the expenses involved for returning letters of credit and due to collecting debts, whichever they may be, will be charged upon the customer.

A loan could be granted as requested at the sole condition that the order form states it explicitly. If the buyer ask for a loan to finance all or part of the material acquisition, and the sale depends on getting this credit.

9. PROTECTIVE CLAUSE OF OWNERSHIP

According to the law n° 80335 from May 12, 1980, the goods sold remain the sole and whole property of *air création* until the full payment is made. The buyer reckons knowing this protective clause of ownership and agrees with it. This clause applies to all cases and mostly to legal adjustment. The buyer refuses to get rights upon these goods. In the event of a seizure or another interference from a third person, the buyer must give notice to *air création* immediately and take all necessary measures. He is personally liable for damages. The transfer of ownership concerning the goods sold depends on the whole payment of the price. However risks are transferred immediately on removal of the goods, whichever mean of transportation used.

10. OVERHAULS

As stated in the maintenance and user's handbook given to the buyer for purchasing a new equipment, the exclusive dealer (or *air création*) who performs overhauling, tuning and controlling must notify overhauls upon it with.

11. WARRANTYMAIN CONDITIONS

- 11.1 The buyer of a material is subject to the legal warranty in the event of hidden defects or vices of the equipment sold (art. 1641 and following one of the Civil Code).
- 11.2 Moreover *air création* warrants during 12 months the structure of trikes and wings from the date of delivery the buyer of a new equipment and during 6 months or hundred hours for the 2 strokes Rotax engines.
- 11.3 For any claim concerning the warranty *air création* will require the maintenance and user's handbook, duly filled on the pages designed for this purpose with the certificates and stamps of *air création* exclusive dealers or agents who have proceeded to the controls or overhauls.

air création WARRANTY

- 11.4 *air création* warranty applies to any vice of assembling or material duly verified and includes restrictively repair or change, as to the sole choice of *air création*, parts admitted defective as well as the labor necessary for this repair or exchange.
- 11.5 Any work performed under the period of *air création* warranty upon the equipment being subject to the warranty must be done by a licensed dealer or by *air création* workshop otherwise the so-called warranty will end.
- 11.6 Eventual costs of standstill, transport expenses, customs fees or others, subject to *air création* warranty will be paid in any case by the buyer.
- 11.7 Parts being subject to *air création* warranty upon request must be transmitted by an exclusive dealer or an agent of the brand to *air création* for decision. If accepted, these parts become the ownership of *air création*, and if rejected, they are at the disposal of the customer during 10 days.
- 11.8 Changing or repairing as *air création* warranty cannot lengthen *air création* warranty.

air création WARRANTY EXCLUSION

- 11.9 The grant of *air création* warranty is excluded in the following cases :
- When the original spare parts and / or accessories have been replaced with competitive spare parts and / or accessories and they do not reach their level of quality or they are not compatible with them, and when the equipment sold has been transformed or modified.
 - When damages happen due to a lack of maintenance or neglect or inexperience, using the equipment in abnormal conditions or using them for too long, due to competition, or an overload even for a short time by the user and / or a wrong tuning or due to a defective repair caused by another person than the one certified by *air création*, one of his agreed exclusive dealers or one of his repairer.
 - When overhauls and controls, certified by a certificate appended, according to the conditions of the above-mentioned clause 1.3 upon the warranty handbook have not been performed by following the prescriptions of *air création*.
 - *air création* warranty does not apply to the spare parts and / or accessories made or homologated by *air création*. The user takes notice that the exclusive dealer will bear all alone the entire liability for any damage resulting from the use of spare parts and / or accessories other than the spare parts homologated by *air création*. No warranty applies to the parts subject to normal wear once used such as : tyres, instruments, or electrical appliances, seals or gaskets, cables, brake pads, points, capacitor and anti-interferences, spark plugs, exhaust systems.

12. EXHIBITIONS AND COMPETITIONS

The buyer must not expose, directly or indirectly any material subject to the above mentioned clauses, in any public event such as fairs , exhibitions, competitions etc., or to publish any advertisement about them, without a previous and written agreement from the exclusive dealer.

13. AWARDING OF COMPETENCE

All the claims referring to the interpretation or the execution of the present deed, for lack of a private arrangement, will solely depend on the Commercial Court of Aubenas, even in the case of an appeal concerning liability or several defendants.

14. ENTIRE AGREEMENT

This agreement is the entire agreement between *air création* and the buyer fully agrees concerning the General Sales Conditions notwithstanding any contrary specification stated in his own general purchase conditions or any ordering document.

Date :

Read and approved, **Signature of the buyer** ""