

FINTECH AVIATION SERVICES LIMITED

Standard Terms & Conditions for Purchasing of Goods

Sale of Goods

I. DEFINITIONS

In this document the following words shall have the following meanings:

1. "Buyer" means the organisation or person who buys Goods
2. "Goods" means the articles to be supplied to the Buyer by the Seller whether they be physical or digital (downloadable);
3. "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;

- II. "Seller" means Fintech Aviation Services of 4, Chemin des Papillons, 1216, Cointrin, Geneva, Switzerland

III. GENERAL

1. These Terms and Conditions shall apply to sales of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.
2. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

IV. PRICE AND PAYMENT

1. The price shall be the Recommended Retail Price less agreed discount, unless otherwise agreed in writing between the parties. The price is exclusive of VAT or any other applicable costs.
2. Payment will be required before release of goods by the Seller. Seller offers the possibility to pay by Paypal or through the payment gateway Authorize.net utilising a number of credit or debit cards. Alternatively customers are able to contact the Seller via telephone and provide their credit card details, which will then be used by Seller to process the agreed transaction.
3. The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 2 per cent per annum above the base rate of the Swiss bank UBS.

4. Once an order has been shipped it is not possible to cancel it. The Buyer must proceed through the Returns Process.
5. If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:
 1. require payment in advance of delivery in relation to any Goods not previously delivered;
 2. refuse to make delivery of any undelivered Goods without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;

V. DESCRIPTION

Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

VI. SAMPLE

Where a sample of the Goods is shown to and inspected by the Buyer, the parties hereto accept that such a sample is representative in nature and the bulk of the order may differ slightly as a result of the variations in the format of the final publication and attributes of each aircraft type.

VII. DELIVERY

1. Unless otherwise agreed in writing, delivery of any physical Goods shall take place at the address specified by the Buyer on, or as close as possible to the date required by the Buyer. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
2. If the Seller is unable to deliver the physical Goods because of actions or circumstances under the control of the Buyer, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be effected and the Buyer shall be liable for any expense associated with such storage.
3. Any damages to the physical Goods should be reported to the Seller within 7 days of signed receipt to enable replacement or refund. In such circumstances Seller will be responsible for any shipment charges. If Buyer wishes to return the physical Goods then Buyer must return them to Seller within 14 days of receipt in order to receive a full refund. Refunds outside of the 14 day 'cooling off' period will not be permitted. In such circumstances Buyer will be responsible for all shipping costs.
4. When Buyer elects to purchase a digital downloadable version of the Goods Buyer shall have 14 days from the date of sale, but prior to commencing download, in order to decide whether they wish to request a refund. However, during this 14 day period if the buyer downloads the digital

Goods then Buyer has committed to purchasing the Goods and Buyer will not be entitled to a refund, unless exceptional circumstances prevail. We want to ensure that our customers are satisfied with the product so if you have purchased the product and have concerns please contact + 41 22 548 1707 or contact sales@fintech.aero

VIII. RISK

Risk in the Goods shall pass to the Buyer upon receipt of the goods. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

IX. TITLE

Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.

X. RETURN OF UNUSED GOODS

1. All goods are sold on a firm sale basis, i.e. the Seller will not take back any goods not required by the Buyer, unless otherwise agreed, in which case the following terms apply.
2. Any returns must be authorised by a representative of the Seller before any credit will be given.
3. Where the Seller agrees to accept the return of goods that are not damaged the Buyer will be responsible for the cost of carriage and will ensure that they are carefully packaged to avoid any damage in transit. The Seller will not be obliged to accept any goods that are damaged in any way.
4. To return the Goods the Buyer must unequivocally inform the Seller of their decision to withdraw from the purchase within 14 days of receipt of the Goods. Buyer can do this, for example, by adding a written statement to the goods that Buyer is returning by post, or by sending a fax or e-mail. It is not enough to just to return the Goods to the Seller. Seller will refund Buyer within 14 days from receipt of your withdrawal notification, but Seller is able to delay refunding Buyer if Seller has not received the goods back or evidence that you have sent them back. The refund will consist of the purchase price and shipping cost of the Goods. Buyer is responsible for the cost of the shipping back to the Seller. Such shipment must utilise a tracking or sign upon receipt level service.
5. Please note that Buyer may not use or photocopy or replicate any part of the Goods that Buyer received before deciding to withdraw from the purchase. The right to withdraw exists to allow you to examine the product in the same way as you would in a shop, not to give you 14 days free use.

XI. LIMITATION OF LIABILITY

1. The Seller shall not be liable for any loss or damage suffered by the Buyer in excess of the purchase price.

2. Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its employees or agents.

XII. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.

XIII. FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

XIV. RELATIONSHIP OF PARTIES

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

XV. ASSIGNMENT AND SUB-CONTRACTING

The contract between the Buyer and Seller for the sale of Goods shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Buyer, without the prior written consent of the Seller.

XVI. WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

XVII. SEVERABILITY

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

XVIII. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

FINTECH AVIATION SERVICES

REGISTERED COMPANY NUMBER CH-660.1.358.009-6

12 NOVEMBER 2014