

Terms of sale and General Conditions of CELIER Aviation

The following clauses are brought to the attention of the purchaser, notwithstanding any contrary provisions

1 / Liability

The customer acknowledges that charges that the practice and use of a model can be dangerous, particularly because of the random forces of nature and movement of air that can be totally unpredictable and beyond the control of user. By ordering the equipment, the customer assumes all risks for the activity and the use of Ultralights and more particularly autogyros, like produced by CELIER Aviation.

The supplier will not be liable for losses or damages resulting from the use of a product or products sold by it.

The client and subsequent owners agree that the supplier is not responsible for any damage resulting from the use or failure of its products for whatever reason.

2 / Models

The company reserves CELIER Aviation at any time the right to provide its equipment, spare parts or accessories, any changes it deems appropriate, without notice or prior notification.

3 / Prices

3.1-Prices are always displayed non inclusive Poland VAT of 22%. The VAT tax will be paid by Polish and European customers, not showing a valid company VAT number. For export, price applied is without VAT.

3.2-The prices listed on tariffs, catalogs, flyers, quote, pro-forma invoices are advisory only, the sale price applies to orders being given that the going rate at the date of signature of the order by the buyer.

3.3-However, in the event of an increase in price on the purchase order, the buyer will be entitled to cancel the order without any compensation being due to both sides. The payments or it will then be refunded without interest and without the responsibility of the concessionaire or CELIER Aviation can be initiated.

3.4-If a price increase is necessary due to technical changes and/or resulting from the regulations imposed by governments, CELIER Aviation reserves the right to pass on the cost of technical changes on the price of materials, without the buyer may cancel the order.

3.5-If the dealer is unable to deliver the machine, because it is no longer manufactured or imported, the buyer will be entitled to cancel the order and get the refund of deposits.

3.6-The cost of packaging and shipping items and customs fees to the destination client are not included in the price. The customer is obliged to notify the supplier of packaging type and the desired address and shipping method.

4 / Orders

Orders for equipment from CELIER Aviation by the buyer are necessarily written in English, signed and dated in duplicate, on the order forms specially printed for this purpose to the public, or free page, or by signing affixed to a quote / invoice Pro-forma.

5 / dealerships, dealers and agents

The sellers / distributors are not employees of CELIER Aviation team and are solely responsible vis-à-vis their customers with such commitments made by them.

6 / Delivery Date

The 6.1-delivery date indicated on the purchase order are firm deadlines, but without prejudice to paragraph 6.2 below, and in particular the period of three months(*) granted to the seller and or CELIER Aviation where delivery is on demand.

The supplier shall not be liable directly or indirectly to repair damage or losses resulting from a change of date in this period.

6.2-However, in the case of delay in excess of at least three months after the delivery date on the order, the buyer will be entitled to cancel the order upon notice addressed to dealer by registered mail with return receipt to have to deliver within fifteen days, the cancellation takes effect in the absence of delivery to the expiration of this fifteen days last extra time. The down payments or paid by the buyer will be reimbursed.

6.3-In case of bankruptcy or liquidation of a dealer, CELIER Aviation does in no way be liable to compensate the buyer of that fact nor can it be required to return any form that either the buyer or any part of payments made by it to the dealer. *only for single orders, exception for special equipped and military orders.

7 / Obligation to take delivery

If for any reason other than those specified in paragraphs 3.3 and 6.2 above, the buyer (distributor included) refuses to take delivery of equipment ordered, the dealer may dispose of eight days after mailing date of a letter from CELIER Aviation with return receipt and had no effect and maintain appropriate, the deposit paid by the purchaser is kept as compensation provisional and without prejudice to any other damages. The dealer may also, at its option, maintain the equipment ordered, in which it can be added to the buyer of the costs of storage / garage, charged at 250 Euros per week. After one year, and 3 registered mail alerts to the customer without any reply, goods will be considered abandoned and kept by CELIER Aviation without any compensation to the buyer.

8 / Payments

8.1-Our invoices are payable net and are due on day of receipt plus 15 open days, even if enforcement of the order has given rise to complaint or litigation. Generally all machines orders are covered by 3 payments, 50 % initial deposit, 25 % when engine number given, balance after factory flight test and prior delivery.

8.2-A loan can be considered applied only if the order stated explicitly. If the buyer applies for a loan to finance all or part of the acquisition of equipment, completion of the sale is conditional upon obtaining by the purchaser of the loan requested.

9 / Retention of property

According to law art.589 Polish civil code, goods sold remain the full property of CELIER Aviation until full payment. The buyer understand about this retention of ownership and acceptance.

This clause applies in any case and particularly where legal redress. The buyer agrees not to grant rights to such goods. In case of seizure or any third party intervention, the buyer must notify

CELIER Aviation immediately and take any necessary action. He is personally and civilly liable. The transfer of ownership of products sold is subject to full paid price. However, risks are transferred from the removal of goods, irrespective of their mode of transport.

10 / Maintenance

The revisions are stipulated in the owner's manuals and provided to the buyer of any new equipment, to be certified on the maintenance book by certified mechanics by the dealer (or CELIER Aviation) which process operations and controlling. Owner is fully responsible of correctly done maintenance. CELIER Aviation edit Bulletin Service through its website www.celieraviation.eu to be applied at the discretion of the owner. CELIER Aviation, cannot be held responsible for non applied Bulletin Service.

11 / Warranty

Title 1 - General Conditions

1.1-The buyer of a material benefit of the legal guarantee in case of defects on materials.

1.2-The purchaser of new equipment has also warranty from CELIER Aviation for a period of twelve (12) months for structures and power-trains, from the delivery date, and fully activated upon returning to CELIER Aviation the manual introduction pages "Release of liability / Commitment to buy" copy, dated and signed as requested.

The 1.3-maintenance instructions / manual, duly signed by certified dealers / mechanics or CELIER Aviation team who have performed audits, revisions will be required for any claim for the benefit of the CELIER Aviation warranty.

Title 2 - Warranty CELIER Aviation

2.1- CELIER Aviation Warranty applies to defects in construction or material, duly noted, and includes limited repair or exchange at the sole choice of CELIER Aviation of defective parts and, if necessary, hand of work needed for this repair or exchange.

2.2-All work performed during warranty CELIER Aviation on equipment covered by the guarantee, must be performed by a maintenance approved dealer or the factory CELIER Aviation or the guarantee will be voided.

2.3-The potential capital cost, freight, customs duties and other exposed under warranty CELIER Aviation, remain in any case at the charge of the buyer / owner.

2.4-parts subject to a warranty claim to CELIER Aviation, and in case of refusal, they will be available to the client during a period of 15 days. Then after, will be considered as abandoned. Faulty parts exchanged by CELIER Aviation under the warranty will remain CELIER Aviation property.

2.5-trade parts or repair under warranty CELIER Aviation cannot have the effect of prolonging the duration of the warranty CELIER Aviation. Warranty remain the same.

2.6-transport of parts from and to the customer are at his charge. Customer must notify his preference of transportation mode. Goods are travelling at his sole responsibility. The customer will save harmless CELIER Aviation for any transport claims.

Title 3 - Exclusion from the Warranty CELIER Aviation

3.1-benefit of guarantee CELIER Aviation is excluded in the following cases:

--where spare parts and / or original accessories have been replaced by spare parts and / or accessories that are competing for them and do not reach their level of quality or are incompatible with each other when the material sold have been processed or modified. Original factory spare parts are the sole authorized to maintain warranty.

- Where damage due to neglect of maintenance, neglect or inexperience, the use of material under abnormal conditions or their prolonged inactivity, competition or overload even transient from the user and / or improper adjustment or repair performed by anyone other than duly authorized by CELIER Aviation mechanics or one of his dealer maintenance approved.

- When the reviews and audits, certified by a certified CELIER Aviation mechanic under the provisions of clause 1.3 above on the warranty / maintenance booklet, have not been conducted according to the requirements of CELIER Aviation

- The CELIER Aviation guarantee only applies to parts and / or accessories manufactured by CELIER Aviation. The user is notified that the concessionaire shall bear exclusive liability for any damages resulting from the use of spare parts and / or accessories non approved by CELIER Aviation.

3.2-Excluded from the guarantee are parts subject to wear and tear such as:

tires (tubes (only structural warranty), electrical harness / fittings, gaskets, cables, spark-plugs, fuel and oil filters, silent-blocks (Lord Mounts), brake pads, rotor brake pad, pre-rotator belts (only structural warranty), lamp bulbs, relays, resistors, regulator and fuses (except on the Rotax engine itself), engine oil and coolant, windshield and doors.

- The user must respect the potential of each piece under penalty of exclusion from the guarantee.

12 / Exhibition and Competition

The buyer agrees not to expose, directly or indirectly the subject of these materials in all public events such as fairs, exhibitions, competitions, etc. ... or publish any advertising on them, without first obtained and written consent of the dealer and / or CELIER Aviation.

13 / Jurisdiction

All disputes concerning the interpretation or execution of this contract will be in default of agreement, the exclusive jurisdiction of the Tribunal of Commerce in Warsaw / Poland, even in cases of appeal or plurality of defendants.

14 / General

This contract entails right from the customer his full support to our terms of sale notwithstanding any contrary specification contained its own conditions of purchase he may be use to.