



GENERAL TERMS AND CONDITIONS

&

END-USER LICENSE AGREEMENT

(EULA)

SEPTEMBER 2015

THE MFS TEAM

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1. DEFINITIONS

- **MFS:** the company MOTION FOR SIMULATORS SPRL (or “MFS”) having its registered office in 1350 JAUCHE at the address, Rue de la Bruyère, 9 , registered under Chamber of Commerce number: BE 0538.477.880;
- **The other party:** any natural or legal person or company with whom MFS negotiates the conclusion of a contract or with whom MFS has reached an understanding in respect of a contract – A consumer placing an order with MFS is also considered as the other party.
- **Contract:** any contract (inc. an order or a quote acceptance) that is concluded between MFS and the other party, any change thereof or addition to it, as well as any (judicial) actions for the preparation and execution of that contract;
- **Products:** any matters, software and services that are the subject of a contract;
- **Consumer:** the buyer of goods or services, being a natural person who does not act in the performance of a profession or business;
- **Offer:** any offer of goods or services;
- **Price:** the price of the offered product without the additional costs as these are separately stated and stipulated;
- **Cooling-off period:** the period within which the consumer who does business via internet or not may use his right of withdrawal;
- **License agreement:** the license agreement related to the software licenses provided or sold by MFS to the other party;

2. GENERAL

2.1. MOTION FOR SIMULATORS SPRL – MOTION FOR SIMULATORS – MOTION FOR SIMULATOR – MFS - are registered names. The use of these names is not permitted, in whatever form, written, printed or electronically, without the express written permission from MFS. All sales and internet interactions are performed with the name MOTION FOR SIMULATORS and/or MFS, represented by the following websitedomain :

- WWW.MOTIONFORSIMULATORS.COM
- WWW.MOTIONFORSIMULATOR.COM
- WWW.MOTIONFS.COM
- WWW.MFSMOTION.COM

3. APPLICABILITY

3.1. The general terms and conditions shall be provided timely, before or upon the conclusion of the contract. In case of sale via internet, this is not reasonably feasible, a reference to general conditions that will be sent at no charge or made available online shall be given; it is the responsibility of the other party to request these general terms and conditions if buyer is not able to download the pdf file.

3.2. These general terms and conditions shall apply to all offers, quotations, orders and contracts of MFS, irrespective of which means of communication is used.

3.3. The acceptance of an offer (eg. A quote) or the placement of an order shall mean that the other party accepts the applicability of these terms and conditions;

3.4. These terms and conditions apply to all the contracts and shall apply to all the (juristic) acts in respect of these contracts of MFS and the other party.

3.5. The applicability of any general or specific conditions or stipulations of the other party is expressly rejected by MFS. These terms and conditions shall prevail over all terms and conditions to the contrary of the other party, even if the other party is of the opinion it has stipulated the applicability thereof.

4. MODIFICATIONS AND ADDITIONS

4.1. Modifications of and additions to any stipulation in a contract and / or the terms and conditions shall only apply if they have been laid down by MFS in writing and shall only refer to the contract concerned.

4.2. Modifications of and additions of our general terms and conditions will prevail over these Terms and conditions.

5. OFFERS, CONCLUSIONS OF CONTRACTS, SPECIFICATIONS AND INDICATIONS OF PRODUCTS

- 5.1.** All bids, offers and quotations of MFS shall be without obligation, unless expressly stated otherwise.
- 5.2.** A contract will be considered as concluded after written acceptance via e-mail or letter of the order by MFS. MFS can also request the payment of a pro-forma invoice or invoice stating the first payment.
- 5.3.** Any specifications by MFS of numbers, measurements, weights and/or other indications of the products shall have been given carefully. However, MFS shall not guarantee that no differences may turn out in this respect. Samples, drawings, designs or models that have been shown or provided shall be indications of the products concerned.
- 5.4.** If the delivered products differs from the specifications of MFS or from the samples, drawings, designs or models to such an extent that the other party can no longer be reasonably obliged to accept them, the other party shall be entitled to dissolve the contract, however only in so far as that dissolution is necessary in reasonableness.
- 5.5.** Non-functional differences between the actual situation, of which the delivered products is considered to be a replica including all other specifications and quality statements and the actual realization of the delivered product shall not entitle the other party to any compensation, in whatever form or on whatever basis.
- 5.6.** The products offered shall be represented and/or described clearly and truthfully and as completely as reasonably required. If the offer has a limited term of validity, this limitation shall be stated clearly;
- 5.7.** MFS shall be entitled to reject orders or to connect specific conditions to the delivery, unless expressly stipulated otherwise. If an order is not accepted, MFS shall inform this stating reasons within 15 days after receipt of the order.
- 5.8.** At the execution of the contract, MFS shall provide the following information to the consumer: the information about existing service after purchase and commercial guarantees as well as address of MFS.
- 5.9.** The other party shall always inform MFS fully of the quality requirements set by them, in the absence of which MFS shall be entitled to dissolve the contract without this resulting in any right of compensation, on whatever basis.
- 5.10.** MFS has the right to execute changes in the products without notification to the buyer as long as the general specifications remain the same.

6. PRICES

- 6.1.** All prices of MFS are expressed in euros and are exclusive of turnover tax. Unless stated otherwise, the following costs shall be for the account of the other party: any costs of packing and forwarding, import and export duties and excise duties, as well as other levies or taxes imposed in respect of the products and the transport thereof.
- 6.2.** The prices shall be based on the circumstances prevailing for MFS at the time of the conclusion of the contract, such as, inter alia, rates of exchange, purchase prices, import and export duties, excise duties, levies and taxes that are imposed directly or indirectly on MFS and/or are charged to MFS by third parties.
- 6.3.** If, after expiry of 1 month after the date of the offer or confirmation the prices of the circumstances as specified in 6.2 undergo a raise, even if this raise is a consequence of circumstances that could be anticipated at the time of giving the quotation or confirmation, MFS shall be entitled to raise the agreed price accordingly. This raise shall be binding for the other party.
- 6.4.** If the circumstances, after the conclusion of the agreement, should change, MFS shall be entitled to charge the costs resulting thereof to the other party & the consumer
- 6.5.** The reference currency for all MFS contracts is the Euro currency. Even if prices are indicated in another currency for the other party information, the Euro currency remains the currency of the contract unless another currency is decided between MFS and the other party and expressly mentioned on MFS contracts (order, quotes,...). MFS may accept payment in another currency than Euro (Payment in USD are accepted). In this case, MFS will send the other party a final invoice corresponding to exchange rate, currency fluctuation and conversation costs as charged by banks involved in the transaction. A fee of 250 €.

7. PAYMENT

- 7.1.** Unless MFS and the other party have agreed otherwise or unless stipulated otherwise below, the other party should pay the amounts charged within 10 days after the invoice date to MFS, effectively in the currency stated on the invoice.
- 7.2.** All payments shall be paid net cash to MFS at his offices or bank account to be appointed by him, at the option of MFS.
- 7.3.** Before the execution of the contract is started, MFS shall have received full payment, unless agreed otherwise. When agreed otherwise, the terms granted should be seen as a revocable benefit of MFS to the other party to maintain good relations. however, this benefit may be revoked at any time by MFS who may require full payment prior to the delivery of goods or services to the other party (see article 7.5).
- 7.4.** All amounts charged to the other party shall be paid without discount or deductions. The other party shall not be entitled to setoffs. The other party shall not be entitled to suspend any payment obligation towards MFS.
- 7.5.** If at any moment serious doubt exists with MFS about the creditworthiness of the other party, MFS shall be entitled, before performing (further), to demand from the other party to make advance payment of the purchase amount or to provide adequate security to the amounts that MFS, whether or not due and payable, can or will claim from the other party based on the contract, this at the discretion of MFS. In other words, even if terms of payments mentioned on the contract stipulate that a payment of a

certain % can be made after delivery of goods or services by MFS, MFS can demand prepayment if MFS has serious doubts about creditworthiness of the other party.

7.6. The sole expiry of a term of payment shall be regarded as default on the part of the other party. In that case, any claims, on whatever basis, from MFS against the other party shall be immediately due and payable.

7.7. Without further notice of default, on all the amounts that have not been paid on the last day of the term of payment at the latest, from that day onward the other party shall owe default interest. The interest shall amount to 12 % per year.

7.8. If the other party is in default towards MFS, it shall be obliged to pay all the extra judicial and judicial costs to MFS. The extra judicial costs that the other party must pay shall amount to at least 15% of the principal sum, with a minimum of € 1000.

7.9. If, after the other party is in default, MFS sends payment reminders or other requests for payment to the other party, this shall leave the stipulated in 7.4, 7.5 and 7.6 intact.

8. RETENTION OF TITLE

8.1. Despite the actual delivery, the ownership of the products shall only pass to the other party after he has paid all that it owes or will owe to MFS pursuant to any contract.

8.2. Before the ownership of the products has been transferred to the other party, they shall not be entitled to make the products available for use or to encumber them. The other party shall only be entitled to sell or deliver the products owned by MFS to third parties, in so far as this is necessary in the framework of the normal business practice of the other party. **The other party shall inform its customer of the copyrights, the restrictions on use and any retention of title of MFS.**

8.3. If and as long as MFS is the owner of the products, the other party shall inform MFS immediately if the products threaten to be attached or are attached or if otherwise a claim is laid to (any part of) the products. In addition, on the first demand of MFS, the other party shall inform MFS where the products are.

8.4. In case of attachment, (provisional) suspension of payment, rescheduling of debt or bankruptcy, the other party shall immediately point out the (proprietary) rights of MFS to the attaching bailiff, the administrator or the trustee. The other party shall guarantee that an attachment on the products is lifted immediately.

9. DELIVERY TERM

9.1. A delivery term specified by MFS shall be based on the circumstances prevailing for MFS at the time of the conclusion of the contract and, in so far as depending on performance of third parties, on data provided to MFS by those third parties. This delivery term shall be observed by MFS as much as possible.

9.2. If, for the execution of the contract, MFS needs data or tools or anything that must be provided by the other party, then the delivery term shall never take effect before the day that all the necessary data, tools, ... have been received by MFS.

9.3. In the case that the delivery term is exceeded, the other party shall not be entitled to any compensation for this. In such case, the other party shall not be entitled either to dissolve the contract, unless the delivery term has been exceeded to such an extent that it cannot be reasonably expected from the other party that it leaves the part concerned of the agreement intact. In that case, the other party shall be entitled to dissolve the contract in so far as this is strictly necessary.

9.4. MFS shall be entitled at any time to make partial deliveries.

9.5. The delivery time shall take effect at the moment that the account of MFS has been credited with full payment, unless otherwise agreed on beforehand in writing with the management of MFS.

9.6. Should terms of payment be specified on a contract, quote or invoice or any other document concluded by MFS and the other party, the delivery term shall take effect after the payment of the first term. Should the next payments not be made on time, delivery time will be suspended accordingly.

10. DELIVERY AND RISK

10.1. The delivery of the products, the stipulations in respect of the costs of the delivery and the transfer of the risk shall take place, if this has been expressed in the quotation or order confirmation, in accordance with the conditions customary in commerce.

10.2. MFS reserves the right to split and invoice the order in partial deliveries whilst retaining the right to demand payment per invoiced partial delivery in accordance with the prevailing payment terms.

10.3. If the conditions referred to in Article 10.1. have not been agreed on, delivery and the transfer of risk of the product shall always take place at the location and time where and when the products are ready for forwarding to the other party. MFS shall inform the other party as soon as possible of the above-mentioned time and place and the other party shall take delivery of the products as soon as possible, but not later than within 30 working days after notification.

10.4. If the other party does not take delivery of the products on time, it shall be in default without notice of default. In that case MFS will be entitled to store the products of the other party or to sell them to a third party. The other party shall still owe the purchase sum, increased by the interest and costs (by way of compensation), however, where appropriate, reduced with the net proceeds of the sale to that third party.

10.5. Should the other party not take delivery within the time mentioned in article 10.3., MFS will be entitled to demand a stocking fee of 500€/month unless otherwise agreed with the other party (written consent of MFS is thus required).

11. COMMUNICATION

11.1. For misunderstandings, corruptions, delays or improper receipt of order data and information due to the use of internet or any other means of communication between MFS and the other party, MFS shall not be liable, unless it should concern intention or gross negligence on the part of MFS.

12. PERSONAL DATA

12.1. MFS shall include the data provided by the other party in a file. These data shall be used exclusively for the execution of the order and be made available to third persons in this respect exclusively. Processing of these data shall take place in accordance with the applicable legislation and regulations in Belgium.

13. FORCE MAJEURE

13.1. If, due to a no attributable failing (force majeure), MFS cannot fulfill his obligations towards the other party, the fulfillment of those obligations shall be suspended for the duration of the situation of force majeure.

13.2. If the situation of force majeure lasts 4 months, either party shall be entitled to dissolve the contract entirely or partially in writing, in so far as the situation of force majeure justifies this.

13.3. In case of force majeure, the other party shall not be entitled to any compensation, not even if MFS should have any benefit from the force majeure.

13.4. Force majeure shall be understood as any circumstance independent of the will of MFS due to which the fulfillment of his obligations towards the other party is partially or completely prevented or due to which the fulfillment of its obligations cannot be demanded in reasonableness from MFS, irrespective of whether that circumstance could be anticipated at the time of conclusion of the contract. Such circumstances shall also include: illness or disability for work of MFS or employees of the user, strikes and lockouts, stagnation or other problems during the production by MFS or his suppliers and/or with the own transport or transport by third parties and/or measures of any governmental body, as well as the absence of any statutory license.

13.5. MFS shall inform the other party as soon as possible of a (threatening) situation of force majeure.

13.6. Insofar as MFS has already partially fulfilled his obligations resulting from the contract at the moment the circumstance of force majeure commenced or will be able to fulfill them, and insofar as separate value can be attributed to the part already fulfilled or still to be fulfilled respectively, MFS shall be entitled to charge the part already fulfilled or to be fulfilled, respectively, separately. The other party shall be obliged to pay this invoice as if it were a separate contract.

14. INSPECTION AND COMPLAINTS

14.1. The other party shall be obliged to inspect the products or have them inspected in detail immediately after arrival at the place of destination and follow a checklist supplied by MFS before any use (it is the responsibility of the other party to request that checklist if it wasn't provided by MFS), or, if this is earlier, after receipt by it or a third party commissioned it. Complaints shall be reported to MFS in writing (this included email) not later than within 2 days after arrival of the products. The complaint shall include a description of the grievances and the defects found. If the complaint is recognized by MFS as justified, MFS shall be given the necessary time to repair the defects. It is reminded that MFS cannot be held responsible for damages that occurs after transfer of property.

14.2. Defects that, within reason, could not have been discovered within the period of time stipulated in Article 14.1 shall be reported to MFS in writing immediately after discovery.

14.3. After the discovery of any defect, the other party shall be obliged to stop the use, the processing, the handling and/or installation of the products concerned immediately and, furthermore, do and omit anything reasonably possible to prevent (further) damage.

14.4. For the investigation of the complaint, the other party shall give any necessary cooperation, inter alia by enabling MFS to carry out an investigation or have it carried out into the conditions of the use, the processing, the handling and/or the installation. Improper handling or insufficient care, or lack of inspection before use of the products of MFS shall exclude any claim and shall cancel the guarantee and other warranties.

14.5. If the other party does not cooperate or if the investigation is not or no longer possible otherwise, the complaint shall not be taken up and the other party shall not have any claims in this matter.

14.6. Complaints shall not entitle the other party to suspend payment of the debt or to dissolve the contract.

14.7. If the complaint is founded, the other party shall not be entitled to any compensation. MFS shall be entitled to take the products back or repair it, either to cancel delivery or to make redelivery as soon as possible at no charge. MFS shall not be liable for property damage and/or loss of profits.

15. GUARANTEE

15.1. MFS shall not give more guarantee on the goods delivered by it than it receives from its suppliers or the factories involved in the making process of the products supplied by MFS which is one year.

15.2. If there is a situation in which the buyer claims guarantee, the parties shall solve the arisen situation in reasonableness.

15.3. Hidden defects that were already present at the time of the delivery, but become manifest within a period of three months thereafter shall be repaired or replaced by MFS in a manner chosen by MFS.

15.4. The obligation of 15.2 and 15.3 shall only apply in respect of the defects that, in reasonableness, were not perceivable at delivery and become manifest under normal operational circumstances and at proper use of the delivered matter. The scope shall be confined to defects that do not result from or are connected with insufficient maintenance or are due to repairs made by or on behalf of the other party and not to defects resulting from normal wear.

15.5. The other party shall only rely on the rights from this article if it:

- informs MFS forthwith in writing of the discovered defects,
- demonstrates to MFS that the defects must be attributed to the lesser quality of the delivered product, or, if and in so far as the product originates from MFS, is the direct consequence of an imputable fault on the part of MFS,
- gives any cooperation to enable MFS to remove the defects within a reasonable period.

15.6. Except when the nature of the defect entails that repair must be made at the location of placement, the other party shall send each part of the product that shows a defect as referred to here to MFS for repair or replacement. In that case, MFS will be deemed to have fulfilled the guarantee obligation as soon as the repaired part or a part in replacement has been made available by MFS.

15.7. MFS reserves the right to outsource the repair work to a third party to be appointed by MFS.

15.8. MFS shall appoint this third party in good faith, but shall not be held liable afterwards for work performed by this third party.

15.9. The defect parts that have been replaced by MFS pursuant to this guarantee shall be the property of MFS.

15.10. Alleged non fulfillment of the guarantee obligation shall not release the other party from its obligations towards MFS with respect to the concerned contract or any other contract concluded with MFS.

15.11. If the buyer requires a guarantee longer than the default one year, this can be provided under the form of a maintenance contract on a yearly base, to be determined in the initial contract.

15.12. MFS products are equipped with a monitoring device monitoring system use (the system records information such as period of use, payload moved, power supplied, which are strictly necessary for support use. Should this monitoring device or file be altered, MFS warranty will be voided. MFS will never have access to the monitoring device without the other party consent. Should other party decline access, warranty should not be granted by MFS.

16. OBLIGATION OF MFS & TRAINING ON SITE

16.1. MFS guarantees to the other party that, at delivery, the products conform to what has been agreed on in this matter.

16.2. MFS gives guarantee in respect of production defects in so far as the concerned manufacturer/supplier gives guarantee and complies with it, and this for the period set by the concerned manufacturer/supplier, however for maximum 6 months after delivery by MFS.

16.3. Freight and assembly costs of articles and parts delivered in respect of the guarantee shall be at the account of the other party, unless agreed on otherwise.

16.4. The guarantee shall only apply at the place of delivery, unless expressly agreed otherwise. Excluded from the guarantee shall be, at any rate, defects that are partially or entirely due to:

- Non-observance of inspection, operation and maintenance instructions, or otherwise than the normally intended use;
- Wear;
- Repair work by third parties, including the other party.

16.5. The guarantee shall only be valid for a period of maximum 1 year after delivery.

16.6. The buyer is responsible to apply the necessary safety measures (this can be a casing of the motor, motor arms and connecting rods or installing a light-curtain, a safety perimeter fence so no body parts can be stuck). Usage of our motion bases by children without adult supervision is prohibited.

16.7. Only trained persons are authorized to manipulate or operate MFS motion platforms and or any other products or softwares provided by MFS. A training will take place in MFS facility or on the other party location. Should a training not be required, the other party must carefully read the manuals provided by MFS and observe with its content.

16.8. On Site Setup/Integration/Installation of MFS products at the other party's site is required and minimum of one MFS person should be budgeted. MFS personnel rates are €750 /day minimum plus travel, meals and lodging. (Intact Shipments should have an MFS Person on site for 3 days. Air Shipments requiring a rebuild of the device should plan for 4-5 days. 1-2 of these days are devoted to operating the device and training on the various software/hardware elements involved. (This unless specified otherwise in our offer and contract).

17. LIABILITY AND INDEMNITY

17.1. MFS shall not be liable, except for rules of mandatory law applicable in Belgium in respect of liability, as well as with due observance of the statutory rules of public order and good faith.

17.2. MFS shall not be liable, neither pursuant to the law, nor pursuant to the contract, for, what is called, consequential damage that the other party or a third party might suffer in respect of (the use of) the products, including body arm, loss of profits, environmental damage and immaterial damage.

17.3. Without prejudice to the stipulated in Articles 17.1 and 17.2, the contractual and legal liability of MFS shall at any time be limited to the lowest of or the amount of the agreed price as referred to in the quotation in respect of which that liability has arisen, or the amount covered by the insurer of MFS.

17.4. Unless the damage has been caused by gross negligence or intention of MFS, the other party shall indemnify MFS against any claims from third parties, directly or indirectly connected with (the use of) the products and it shall compensate MFS for any damage that MFS suffers as a consequence of such claims.

17.5. At any rate, for the other party who violates the above stipulations, the right of guarantee in whatever form, as well as the right of further deliveries, shall immediately lapse.

17.6. Products, softwares and goods sold or provided by MFS to the other party are not to be used in real aviation and are for training or entertainment purposes. MFS does not accept any responsibility for the usage of its products for training purposes or any other purposes.

17.7. it is reminded that CE (CE mark for EU regulations) + CE is not equal CE. In other words, when MFS supply a CE compliant product, it doesn't imply that once combined with the other party solutions (solutions being for example a payload on a motion platform sold by MFS) will also be CE compliant and safe to be used. When using MFS product to build a global solution integrating other non MFS hardware, the other party must obey the regulation of EU and those of the country of usage. MFS will never be held responsible in case of failure for the other party to do so (see also article 18.8)

18. ASSEMBLY AND DISASSEMBLY – NO TRANSFER – NO REPRODUCTION OR MODIFICATION – NO REVERSE ENGINEERING

18.1. MFS delivers completely assembled products. Disassembly of any part or component of the product (hardware) is strictly prohibited and will entitle MFS to receive damages. Disassembly will only be allowed with specific written permission by MFS (for instance for small repairs that can be performed by MFS or a third party and that wouldn't be guaranteed by MFS or for products specifically designed to be disassembled (for transportation purposes). Without prejudice of mentioned damages in the previous paragraph, MFS guarantee will be void if product is disassembled without written permission by MFS. This including a MFS product disassembly for relocation of this product.

18.2. The other party shall be responsible and shall undertake that the assembled constructions are set up, used and protected against overburdening in accordance with the locally prevailing and the instructions and regulations provided by MFS.

18.3. At his expense, the other party shall make all official registrations, fulfill all required formalities towards official bodies and third parties and shall obtain any required licenses beforehand.

18.4. The other party shall comply with the customary safety regulations for the protection of the staff and his customers and/or goods (see also article 17.7)

18.5. The other party shall be liable for parts that were lost during the transport or at the place of assembly and any consequential damage resulting from this and shall also compensate the damage caused at the place of assembly or during the transport, unless agreed on otherwise.

18.6. MFS shall not be liable in any respect for whatever damage, including loss of profits arisen before, during or after assembly, use or disassembly of the construction.

18.7. Motion platforms sold or supplied by MFS includes 2 to 6 motors driving the motion platform and referred as the MOTORS. These motors and any other component of the motion platform provided by MFS can only be used with the one platform that the motors or components have been sold or supplied with by MFS and cannot in any case be removed or replaced from this motion platform by the other party without the express written consent of MFS. The other party or anyone else may not use the motors provided by MFS on any other motion system without the express written consent of MFS. The other party may not replace parts on its own (mechanical or electronic or purchase directly components to MFS suppliers). If the other party is found to do so MFS will be entitled to a compensation.

18.8. The other party will not remove any marks of identification or any other mark placed by the factory or by MFS such as visible or invisible identification numbers.

18.9. The motion platform also includes a control unit box referred as the (CUB) interfacing between the computer software mentioned in article 27.1. and the motion platform. It is mainly composed and not exclusively of hardware, servos, drives programmed processors and boards.

18.10. The CUB or any of its component may not be used with any other motion platform system but the one and only it has been sold or supplied by MFS to the third party unless MFS has granted the third party to do so in a fully written consent.

18.11. NO TRANSFER, MODIFICATION, OR REPRODUCTION. You may not rent, lease, sell, assign, loan, or otherwise transfer the Product. You may not transfer or assign the rights and obligations set forth in this Agreement without Licensor's written consent. You may not remove or destroy any copyright notices or other proprietary markings. You may not modify or adapt the Product, merge the Product into another system, or create derivative works based on the Product. You may not reproduce or distribute the Product without Licensor's written authorization. If allowed to do so, MFS will remain owner of its sold products until full payment has been received. Any disassembly/separation cost will be bear by the other party.

18.12. NO REVERSE ENGINEERING. In order to protect the trade secrets and proprietary know-how contained in the Product (whichever they are : Software, hardware : motion platform or any other hardware such as our cabins and screens) you will not decompile, disassemble, or reverse engineer the Product except as expressly permitted by applicable law. Should MFS be aware of such an attempt (our CUB being for example equipped with a monitoring software (monitoring platform activity for support purposes and respect of conditions of use such as stated here or in the manuals provided by MFS (maximum payload) that must remain untouched), MFS will be entitled to a minimal 50.000€ compensation.

19.12. NO REVERSE ENGINEERING – COPY of MFS products : Should our products be copied or reversed engineered (for example, similar designs, similar concepts, principals being used or sold by the other party of any other third party with the help of the other party (use of product sold or provide by MFS to the other party), MFS shall be entitled to demand a minimal 50.000€

compensation per copyright infringement or copied product or reversed engineered product or sold product to the other party. This should not limitate the right for MFS to demand an higher compensation to the other party and any other involved third party.

19. SECURITY

19.1. The products ordered by the other party shall be supplied by MFS fully assembled. These units are composed of various parts, including possible several moving parts. If products is delivered disassembled, MFS staff will install it on site unless other party has expressed the will to follow a training in MFS facility or obey the manuals provided by MFS. MFS won't be held responsible for damages that occur after reassembling on site when damages are due to faulty mounting or misuse of the product (software or hardware).

19.2. Especially with respect to the moving parts but also with other parts, the other party has to take all precautions so no one can be injured by these parts, MFS cannot be held responsible for any injury or damage caused by the use of the products delivered in any circumstances.

20. CONTRACT VARIATIONS

20.1. Any changes to the contract, if this results in higher costs, shall be considered additional work.

20.2. This may be the case for a change to the contract by the other party, but also if a different version is necessary, due to whatever circumstance.

20.3. If MFS must perform more work than agreed on and, due to circumstances, at the time of the quotation or the order confirmation was not known, or if MFS must perform work under circumstances that are heavier then known to it at the conclusion of the contract, then MFS shall be entitled to charge the additional costs resulting from it to the other party.

20.4. If the other party cannot agree to the concerned additional costs, the other party shall be entitled to cancel the not yet executed part of the order.

21. INTELLECTUAL PROPERTY RIGHTS AND RIGHTS OF USE

21.1. Unless the parties agree otherwise in writing, the other party shall not obtain intellectual property rights (such as copyrights) in respect of the products. If the other party transfers the products to third parties in the framework of the normal business operations, this shall only be permitted if the other party has reserved this right in writing in the contract. Licenses sold, provided by MFS to the other party are for the use of its products by the other party unless stated otherwise in our offer and contract. Should the other party sell its MFS product, the third party acquiring MFS products will not be entitled to receive any support or service by MFS. Software & SDK& right of use licenses provided by MFS are only granted to the other party. Should a platform be resold with MFS consent, a new contract will be signed with the third party acquiring MFS goods and a new license will need to be paid (price vary depending on the user quality (personal entity or business, amount of MFS products used, type of use,...)).

21.2. The other party shall not change or remove the mark or recognition signs placed on the products or the packing thereof, or to change or copy the products or any part thereof.

21.3. MFS declares that the products do not infringe any intellectual property rights or rights of use of third parties effective in Belgium.

21.4. The other party agrees with the license agreement contained in Article 27.

22. OTHER OBLIGATIONS OF THE OTHER PARTY

22.1. The other party shall always make all the data necessary for the execution of the work of MFS available to MFS on time and shall guarantee the correctness and completeness thereof.

22.2. If the data provided by the other party appears to be incorrect, MFS shall be entitled to adapt the prices in this respect.

22.3. The other party shall ensure that nothing on its side prevents achievement of specific agreed terms, including delivery times and times on which delivery must be taken.

23. DEFAULT/DISSOLUTION

23.1. In case of default of the other party or in one of the cases referred to in Article 23.2 all claims of MFS against the other party, on whatever basis, shall be immediately and fully payable and MFS shall be entitled to suspend the execution of any contract and/or to dissolve any contract entirely or partially. The above shall leave the other rights of MFS pursuant to the law or the contract intact.

23.2. In case of (provisional) suspension of payment, bankruptcy, rescheduling of debts, discontinuation or winding-up of the business of the other party, all contracts shall have been dissolved by operation of law, unless MFS informs the other party within a reasonable time that he demands fulfillment of (part of) the contract.

23.3. In case the other party does not fulfill any obligation arising from the contract towards MFS, MFS shall be entitled, without any notice of default, to take the goods back, in which case the contract shall have been dissolved even without judicial intervention, without prejudice to the right of MFS to claim compensation for damage, loss of profit and interest.

24. APPLICABLE LAW, COMPETENT COURT

24.1. To these general terms and conditions, as well as to the contract. Belgian law shall apply.

24.2. MFS declares the Incoterms 2000 expressly applicable.

24.3. Any disputes that arise in respect of the contract or these terms and conditions, in so far as not in contradiction with mandatory provisions, shall be subjected to the judgment of the competent Court and Tribunal in Brussels in French, with the proviso that MFS shall be entitled to submit any claims, whether or not simultaneously, against the other party to other judicial bodies that are competent to take cognizance of such claims.

25. INVALID, VOID OR IMPRACTICABLE

25.1. If one or more stipulations of these general terms and conditions are void or should be nullified, the other stipulations of these general terms and conditions shall remain fully applicable and the parties shall then start negotiations in order to agree on new stipulations in replacement of the void or nullified stipulations, while taking into consideration as much as possible the intent and the purport of the original stipulation.

26. RESPONSIBILITY

26.1. MFS shall under no circumstances be held responsible for injuries, accidents or incidents caused directly or indirectly by the use of motion platforms and any other product sold or delivered by MFS. The other party is the only responsible for taking all the safety actions to prevent any accident from time of delivery of the products concluded in the contract (any type of contract including sales, rents,..)

27. LICENSE AGREEMENT

27.1. This is a legal agreement between the other party (either an individual or a single entity) and MFS as the ("Licensor") for the following products referred as the "PRODUCT":

27.1.1. Any computer software which may include associated media, printed materials, and "online" or electronic documentation referred as the "**Software and related Products**" or (**SRP**).

27.1.2. The software or programming contained in the **control unit box** which may include associated media, printed materials, and "online" or electronic documentation **referred as the (CUBRP)**.

27.2. By using, installing, copying, or otherwise using the product, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, please, do not install, copy, or use the Product.

27.3. The Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Product is licensed, not sold.

27.4. This license Agreement does not grant you any rights to patents, copyrights, trade secrets, trademarks, or any other rights with respect to the Product.

27.5. NO COMMERCIAL USE. This Agreement does not grant you the right to use the Product for any commercial purpose other than the one mentioned upon contracting with MFS and the decision to enter into a commercial license with Licensor for this Product Commercial purpose includes, but is not limited to, any purpose from which you, an end user of an application developed by you, or another person obtain financial or other consideration and any purpose associated with the operation of a commercial enterprise, even if you do not receive any consideration for that use.

27.5. NO TRANSFER, MODIFICATION, OR REPRODUCTION. You may not rent, lease, sell, assign, loan, clone, emulate or otherwise transfer the Product. You may not transfer or assign the rights and obligations set forth in this Agreement without Licensor's written consent. You may not remove or destroy any copyright notices or other proprietary markings. You may not modify or adapt the Product, merge the Product into another program, or create derivative works based on the Product. You may not reproduce or distribute the Product without Licensor's written authorization. Any such unauthorized use shall result in immediate and automatic termination of this license and may result in criminal and/or civil prosecution.

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27.6. NO REVERSE ENGINEERING. In order to protect the trade secrets and proprietary know-how contained in the Product, you will not decompile, disassemble, or reverse engineer or transfer the licensed product, or any subset of the licensed Product except as expressly permitted by applicable law.

27.7. MFS SOFTWARES ARE PROVIDED 'AS IS' AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

27.8. You agree and acknowledge that Licensor's liability to you for direct or indirect damages for any cause whatsoever, regardless of the basis of the form of the action, would be limited to the price paid to the Licensor for the Software and in the case of this License no amount was paid for this License and therefore you agree that Licensor shall bear no liability for direct or indirect damages for any cause whatsoever, regardless of the basis of the form of the action.

27.9. ENTIRE AGREEMENT: This Agreement sets forth the entire understanding and agreement between you and Licensor, supersedes all prior agreements, whether written or oral, with respect to the Product and subject matter hereof, and may be amended only in a writing signed by both parties.

27.10. Products of MFS are only allowed to be used in a non-professional environment and are intended for personal use. Usage of MFS products in professional environments (such as simulation centers & experience & training & RD purposes) including but not limited to any commercial activity is subject to additional fees. If the other party does not notify MFS that the products will be used in professional and commercial environments, but it has been found out afterwards, MFS reserves the right to carry the issue to legal authorities as well as charging a penalty to MFS whom will immediately have to pay all fees avoided and considered being all professional fees due since the motion platform was acquired by him.

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