

Terms of service

These General Terms and Conditions contain limitations or exclusions of warranty

Flight Illusion is a registered trademark of Flight Illusion BV in The Netherlands. The name "Flight Illusion" may not be used by third parties in any form, written, electronically or printed, without explicit written approval of Flight Illusion BV.

Part 1 - General Terms

1.1 Products sold under the name Flight Illusion are sold for personal use only. They may not be used or resold to third parties as a commercial activity, neither as parts, as being constructed or be used as part of a commercial flight simulator not produced by Flight Illusion BV without the company's written approval. When Flight Illusion BV products are purchased by a person or a company with the purpose to construct a simulator which will be used for any other purpose than personal only, a license fee shall be paid for each module or product used for this purpose. The price thereof will be negotiated between the buyer and Flight Illusion BV. Any buyer who violates this term will be excluded from further delivery of any Products.

1.2 All Products are inspected and tested prior to shipment. Products must be inspected upon arrival and problems must be reported within 60 days after receipt of the kit. Reports coming in after the expiration of this period will not be honored.

1.3 Products sold in the section "Products for Professional Use" and carrying the addition "For Professional Use" may be used in third party commercial products and may be resold as a single product or as a part of the buyers product.

Part 2 - General Terms of Limited Warranty

The warranties provided by Flight Illusion BV in this Statement of Limited Warranty apply only to Products you purchase for your use, and not for products purchased for resale, from Flight Illusion BV or your reseller. The term "Product" means a Flight Illusion BV product, its features, conversions, upgrades, elements, or accessories, or any combination of them. The term "Product" does not include any software programs, whether pre-loaded with the Product, installed subsequently or otherwise. Unless Flight Illusion BV specifies otherwise, the following warranties apply only in the country where you acquire the Product.

Nothing in this Statement of Limited Warranty affects any statutory rights of consumers that cannot be waived or limited by contract. If you have any questions, contact Flight Illusion BV or your reseller.

Part 3 – Payments

Payment must be guaranteed by authorization via Paypal or prepayment on the bank account of Flight Illusion BV as specified by Flight Illusion (at the choice of Flight Illusion BV) before any product will be shipped to the buyer. Refunds are not given. In case products are returned for refund or products ordered are refused prior to shipment or confirmed orders are changed and already charged or payment has been received on the bank account of Flight Illusion BV, a refund will be held as an amount available for the buyer against future purchases.

Part 4 - The Flight Illusion BV Warranty for Products

Flight Illusion BV warrants that each Product 1) is free from defects in materials and workmanship and 2) conforms to Flight Illusion BV 's Specifications. The warranty period is 2 years from the date of product purchase. The warranty period for a Product is a specified, fixed period commencing on its Date of Purchase. The date on your sales receipt is the Date of Purchase unless Flight Illusion BV or your reseller informs you otherwise. If a Product does not function as warranted during the warranty period, and Flight Illusion BV or your reseller are unable to either 1) make it do so or 2) replace it with one that is at least functionally equivalent, you may return it to your place of purchase and your money will be refunded. Shipping costs will not be refunded. Products do not carry any warranty except otherwise stated. Products returned for a refund will be subject to a restocking charge of 15%. Shipping costs for products returned for warranty are never included in the warranty. Shipping towards Flight Illusion BV as well as shipping from Flight Illusion BV towards the client shall be paid by the client. Flight Illusion BV may require pre-payment of return shipping costs in advanced by bank prepayment or other type of payment.

Extent of Warranty

The warranty does not cover the repair or exchange of a Product resulting from misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by you, or failure caused by a product for which Flight Illusion BV is not responsible. The warranty is voided by removal or alteration of Product or parts identification labels

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND

REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.

Items Not Covered by Warranty

Flight Illusion BV does not warrant uninterrupted or error-free operation of a Product. Any technical or other support provided for a Product under warranty, such as assistance via telephone with "how-to" questions and those regarding Product set-up and installation, will be provided WITHOUT WARRANTIES OF ANY KIND.

Warranty Service

To obtain warranty service for a Product, contact Flight Illusion BV or your reseller.

During the warranty period, Flight Illusion BV or your reseller, if approved by Flight Illusion BV to provide warranty service, provides without charge certain types of repair and exchange service to keep products in, or restore them to, conformance with their Specifications. Flight Illusion BV or your reseller will inform you of the available types of service for a Product based on its country of installation. At its discretion, Flight Illusion BV or your reseller will either repair or exchange the failing Product. You are responsible for downloading designated software and Licensed Internal software updates from a Flight Illusion BV Internet Web site or from other electronic media, and following the instructions that Flight Illusion BV provides. Products returned to Flight Illusion for repair without written permission from Flight Illusion, will be refused and returned to the customer.

When warranty service involves the exchange of a product, the item Flight Illusion BV or your reseller replaces becomes its property and the replacement becomes yours. You represent that all removed items are genuine and unaltered. The replacement may not be new, but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the warranty service status of the

replaced item. Many features, conversions, or upgrades involve the removal of parts and their return to Flight Illusion BV. A part that replaces a removed part will assume the warranty service status of the removed part. Before Flight Illusion BV or your reseller exchanges a Product or part, you agree to remove all features, parts, options, alterations, and attachments not under warranty service. You also agree to 1. ensure that the Product is free of any legal obligations or restrictions that prevent its exchange 2. obtain authorization from the owner to have Flight Illusion BV or your reseller service a Product that you do not own; and 3. where applicable, before service is provided: a. follow the problem determination, problem analysis, and service request procedures that Flight Illusion BV or your reseller provides b. provide Flight Illusion BV or your reseller with sufficient, free, and safe access to your facilities to permit them to fulfill their obligations; and c. inform Flight Illusion BV or your reseller of changes in a Product's location.

Flight Illusion BV is responsible for loss of, or damage to, your Product while it is 1) in Flight Illusion BV 's possession or 2) in transit in those cases where Flight Illusion BV has used DHL Courier Service to ship the products to the buyer. All shipping costs for as well as the returning of the defect Product as well as the shipping costs to return a repaired or replaced product must be paid by buyer. Buyer will prepay such costs as recommend by Flight Illusion BV 's or Flight Illusion BV's website.

Part 5 - Limitation of Liability

Circumstances may arise where, because of a default on Flight Illusion BV's part or other liability, you are entitled to recover damages from Flight Illusion BV. In each such instance, regardless of the basis on which you are entitled to claim damages from Flight Illusion BV (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), except for any liability that cannot be waived or limited by applicable laws, Flight Illusion BV is liable for no more than 1. damages for bodily injury (including death) and damage to real property and tangible personal property; and 2. the amount of any other actual direct damages, up to the charges (if recurring, 12 months' charges apply) for the Product that is subject of the claim. For purposes of this item, the term "Product" includes Product Code and Licensed Internal Code. This limit also applies to Flight Illusion BV 's suppliers and your reseller. It is the maximum for which Flight Illusion BV , its suppliers, and your reseller are collectively responsible.)

UNDER NO CIRCUMSTANCES IS FLIGHT ILLUSION BV LIABLE FOR ANY OF THE FOLLOWING:

1 THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE;

2. LOSS OF, OR DAMAGE TO, YOUR RECORDS OR DATA; OR
3. SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST SAVINGS, EVEN IF FLIGHT ILLUSION BV, ITS SUPPLIERS OR YOUR RESELLER IS INFORMED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
4. SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST SAVINGS AS A RESULT OF USING OUR TECHNICAL DATA AS PROVIDED BY FLIGHT ILLUSION BV VIA THIS WEBSITE OR PROVIDED IN ANY OTHER WAY.

Part 6 - Governing Law

Both you and Flight Illusion BV consent to the application of the laws of the country in which you acquired the Product to govern, interpret, and enforce all of your and Flight Illusion BV's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. In case you acquired the product via the Internet, the laws of the Netherlands apply.

Part 7 - Jurisdiction

The parties agree that any suit or actions or procedures that shall be instituted by any party shall be exclusively instigated before the courts of The Netherlands.