

## **LIMITED HARDWARE WARRANTY STATEMENT**

The information contained in this document is subjected to change without previous notice.

The contract includes essential information for you:

- Statement of limited hardware warranty of Virtual Fly

Virtual Fly recommends keeping together with this document a copy of the bill, for example, the receipt of the purchase.

## **LIMITED HARDWARE WARRANTY STATEMENT OF VIRTUAL FLY**

### **Part 1 - General Terms and Conditions**

This statement of limited warranty includes *Part 1: General Terms and Conditions*; and *Part 2: Warranty Information*. *Part 2: Warranty Information* contains additional information.

The warranty provided in this Statement of Limited Hardware Warranty by Virtual Fly applies to all the Hardware products of Virtual Fly, which have been bought for personal use and not to reselling them, as specified in Part 2: Warranty Information. Product means "Hardware Product" that can be identified by the kind of machine or the set of physical parts that make a system's body. If the Product includes software, its license will be regulated by the end-user license agreement.

If the Product comes with paired software, the software installed in the Product or provided through updates or updated releases will be granted with a license, not sold. The user has the authorization to use it only as part of the Product.

**NOTHING INCLUDED IN THIS STATEMENT OF LIMITED HARDWARE WARRANTY WILL AFFECT, EXCLUDE, LIMIT, OR MODIFY THE COMPULSORY CUSTOMERS' RIGHTS LEGALLY RECOGNIZED BY LAW TO CONSUMERS WHICH ARE APPLIED TO THE SALE OF THE PRODUCT AND ARE NOT ALLOWED TO BE LIMITED OR CANCELED BY CONTRACT. THEY WILL BE ADDITIONAL TO THESE RIGHTS.**

### **Warranty coverage**

As the first user of the Product, this warranty is granted to you for personal and exclusive use. This warranty extends the rights that correspond to you as a consumer conforming to the applicable law. They will not be affected by it as long as you, as a physical person, buy the Product with a purpose other than a commercial or professional activity and as the final recipient of it. Also, when you, as a legal person or entity with no legal personality, are acting on a non-profit basis in a non-commercial or non-business activity. In this sense, it will apply the regulation that every legal code assumes in protecting those.

For legal purposes, unless the applicable regulation assumes a different concept, the consideration of user and customer, in the present contract, is defined as a natural or legal person who acts in an activity distinct from a business or professional activity. That means that the consuming action is taken with private purposes, contracting goods and services as final the recipient without including them neither directly nor indirectly, in production and commercialization processes to third parties.

According to the Real Decreto Legislativo 1/2007, of the 16th of November, where the General Law to the Defense of Customers and Users and other complementary laws were approved, a customer or user is a natural person who acts with a different purpose than its commercial or enterprise activity, business, or profession. According to this law, customers are also the legal persons, and all the entities with no legal personality acting on a non-profit basis in a non-commercial or non-business activity. In the same way, according to the mentioned law and without prejudice to the sectorial regulations that may be applicable in each case, those natural persons who individually or collectively, due to its characteristics, needs or personal, economic, educational, or social circumstances, are

in a unique situation of subordination, helplessness or lack of protection that prevents them from exercising their rights as customers under identical conditions, are considered as vulnerable customers for specific relations.

Virtual Fly guarantees that the Product is free of material and manufacturing defects that could cause a fault during its normal and appropriate use. To use the right of warranty of the hardware and per the terms and conditions established in this statement, you will have to present proof of the purchase to get a service included within the warranty. The proof of the purchase will be the receipt with the date of the sale or delivery where the Product's purchase date is shown.

During a period of 3 (three) years starting from the date of the original purchase (warranty period), Virtual Fly will fix or, at your discretion as user or customer, replace any part of the Product without any charge when it is defective because of material weakness and manufacturing deficiencies. The replacement will be a new component, a new Product, or, at Virtual Fly discretion, a fixed part or Product equivalent to a new one in terms of performance and reliability, which will be guaranteed during 3 (three) months or what remains of the warranty period (the most prolonged period). This warranty does not cover the data or any other software, even if they were included with the Product or any peripheral of the Product that has not been made by Virtual Fly or to Virtual Fly or any Product's accessories.

In any case, Virtual Fly will not be responsible for the import taxes and customs duties that may come from the purchase of the Product, neither of the charges of the shipping nor the certificate of origin that could be necessary.

Unless Virtual Fly specifies the opposite, this warranty will be applied only in the country or region where the Product has been purchased.

VIRTUAL FLY DOES NOT OFFER ANOTHER WARRANTY, NEITHER WRITTEN NOR VERBAL, AND REFUSES ANY OTHER WARRANTY OR CONDITION THAT HAS NOT BEEN ESTABLISHED IN THIS STATEMENT OF LIMITED HARDWARE WARRANTY. AS LONG AS THE LOCAL LAWS ALLOW IT, VIRTUAL FLY REFUSES ALL THE WARRANTIES AND IMPLICIT CONDITIONS, INCLUDING THE WARRANTIES AND THE IMPLICIT CONDITIONS OF MARKETABILITY, QUALITY FOR MERCHANDISING, AND FITNESS FOR PARTICULAR PURPOSES. SOME OF THE REGULATIONS DO NOT ALLOW THE IMPLICIT LIMITATIONS OF THE DURATION OF THE WARRANTIES NEITHER THE EXCLUSION NOR LIMITATION OF THE DIRECT AND INDIRECT DAMAGES IN THE CUSTOMER'S PRODUCTS. IN THESE COUNTRIES OR STATES, IT IS POSSIBLE THAT ANY EXCLUSION OR LIMITATION OF THIS STATEMENT MAY NOT BE APPLIED.

#### **Exclusions or concepts that are not covered by this warranty**

- The transfer of Virtual Fly products to third parties, different from the end-user with full original rights, cancels the Product's warranty according to the applicable regulation. Virtual Fly does not guarantee that the operation of the Product will be uninterrupted or free of errors. Virtual Fly is not responsible for the damages caused to the Product if the Product's instructions have not been followed.
- The faults or damages caused by inappropriate use, abuse, use against the manual of instructions or the service documentation given by Virtual Fly, accidents, contamination, modification, natural or operational unsuitable environment (improper preparation or maintenance of the workplace), performance in a non-

suitable climate, inadequate maintenance or calibration by the final recipient or because of modifications or technical service not realized by Virtual Fly or a Virtual Fly authorized technical service representative.

- The faults caused by external events outside of Virtual Fly control, such as a virus infection or other external causes, are not covered.
- The faults, damages, and defects caused by a use that exceeds the parameters of use described in the user documentation sent with the Product.
- The faults, damages, and defects caused by the use of software, connections, peripheral parts, components, or accessories that have not been authorized or supplied by Virtual Fly.
- The (NON) Virtual Fly products, including the ones supplied or installed on Virtual Fly products, under the request of the Client, neither the third-party software that could be paired with the same one.
- The disposable and consumable pieces, accessories, or supply elements.
- Loss or damages occurred during the shipping.
- The service to a Product where the Client is using the processing power or the capacity of use in a different way than the one authorized by Virtual Fly.

THE WARRANTY WILL BE CANCELED WITH THE REMOVAL OR ALTERATION OF THE IDENTIFICATION LABELS OF THE PRODUCT OR ITS PARTS. ANY TECHNICAL OR OTHER KIND OF SUPPORT SUPPLIED FOR A PRODUCT IN WARRANTY, LIKE THE ASSISTANCE ON QUESTIONS CONNECTED TO THE OPERATION AND THE REFERENCES TO ITS CONFIGURATION AND INSTALLATION, IT'S SUPPLIED WITH ANY KIND OF WARRANTY. VIRTUAL FLY IS NOT RESPONSIBLE FOR THE DAMAGES OR LOSS OF PROGRAMS, DATA, OR PORTABLE STORAGE SUPPORTS OR FOR THE RESTORATION O REINSTALLATION OF PROGRAMS OR DATA DIFFERENT FROM THE SOFTWARE INSTALLED BY VIRTUAL FLY. DURING THE PRODUCTION OF THE PRODUCT, VIRTUAL FLY IS NOT RESPONSIBLE FOR ANY KIND OF PROBLEM OF INCOMPATIBILITY OR INTEROPERABILITY THAT CAN START AS A CONSEQUENCE OF THE USE OF PRODUCTS, SOFTWARE, OR OPTIONS THAT HAVE NOT BEEN AUTHORIZED BY VIRTUAL FLY OR COMING FROM THE USE OF NOT AUTHORIZED CONFIGURATIONS OR THE INSTALLATION ON THE HARDWARE OF PARTS DESIGNED BY A SYSTEM OF ANOTHER MARK OR DIFFERENT MODEL. THE WARRANTY WILL LOSE ITS VALIDITY IN CASE THE TERMS OF THE END-USER LICENSE AGREEMENT OF THE SYSTEM SOFTWARE ARE VIOLATED.

#### **Sole and exclusive remedy**

As long as the applicable Law permits it, this warranty will be its sole and exclusive remedy in relation to the defects of the Product. All other explicit or implicit terms, conditions, and warranties that are determined by the Law or other regulations in relation to it are excluded. Neither Virtual Fly nor any other entity, nor any of its suppliers or authorized technical service representative will be responsible for the possible damages or special losses, incidental, indirect, or derivative, including the loss of data, whatever its cause was. Virtual Fly does not guarantee any product or service of third parties that can be offered together with the Product.

#### **Limitation of liability**

If the Product is subject to the warranty and does not work as established in it, according to the conditions of the warranty, Virtual Fly will choose at its own discretion to fix it or replace the Product within fourteen (14) days starting from the reception of the defective Product. Therefore the maximum liability of Virtual Fly, S.L. under this warranty

is limited to the minor value between the value or cost of the Product (in that case, it will be chosen the replacement) or the cost of repairing any component of the hardware that presents faults in normal use conditions.

This liability limitation applies whether it will be looked for compensation for the damages or it will be made a reclamation according to the present limited warranty or reclamation for civil liability (including the negligence and the strict Product liability), a contract reclamation, or any other kind of reclamation.

**UNDER ANY CIRCUMSTANCE, VIRTUAL FLY WILL BE RESPONSIBLE, EVEN IF IT HAS ALREADY BEEN WARNED OF THE POSSIBILITY THAT IT COULD HAPPEN, FOR ANY RECLAMATION OF THIRD PARTIES AGAINST THE CLIENT FOR DAMAGES, LOSS, LOSS OR DAMAGE OF DATA, COVER COSTS, OR SPECIAL DAMAGES, INCIDENTAL, INDIRECT OR ECONOMIC DAMAGES, LOSS OF PROFIT, SAVINGS, BUSINESS, INCOME, CAPITAL GAIN, ANY STOP OF THE COMMERCIAL OR ECONOMICAL ACTIVITY.**

Some circumstances can appear in which the Client would have the right to claim damages to Virtual Fly because of the non-compliance of its contractual duties or any other responsibility from Virtual Fly. Regardless of the reasons for which the Client is legitimized to claim damages to Virtual Fly (including any material non-compliance, negligence, false declaration or other claims or contractual tort), except for any liability that can not be renounced or limited by the applicable laws, the only liability of Virtual Fly for all the claims derived from or related to the Product will not exceed (it is the maximum quantity that Virtual Fly is responsible for):

- Physical damages to people or damages to the real estate and tangible personal property; and
- The quantity of any other real direct damage, corresponding to the total amount of the Product value object of the claim.

The limitation of liability cannot be applied to claims for personal lesions or to regulations that do not permit excluding the damages excluded in this warranty. When the damages come from a severe intentional fault or significant negligence, that has to be considered a severe intentional fault.

### **How to get the warranty service**

If during the period of warranty, the Product does not work as accorded in its warranty, the Client has to consult the service documentation that has been supplied with the Product. If the Client cannot solve the problem with the service documentation, he has to get in contact with Virtual Fly to obtain the warranty service through one of these mediums (in order of priority):

- E-mail address
- Phone
- Post address

The Client will be asked to present the proof of the purchase and the product's serial number as proof of his authorization to receive the warranty service.

### **Virtual Fly, S.L. actions to fix problems**

Virtual Fly will try to diagnose and solve the problem electronically through remote connection programs or by phone. Therefore you must have internet service connected to the Product, or the related system, from an internet

supplier, a mobile network, or an internet services provider. There may be internet access in your location which is not free of payment or from interruption and disconnection. To get internet services for your system from an internet services provider, you must contact them and define the corresponding performance agreement. You are responsible for paying all the rates of the use and access to the internet.

Some internet functions can be available or not depending on factors related to the internet conditions that are not under the control of Virtual Fly. The navigation, the use of the programs, and the downloading of programs or data can cause viruses, loss, or corruption of the data or other problems. The Client assumes all the liability and the consequences coming from the realization of those activities in your system.

When the Client gets in contact with Virtual Fly to obtain the warranty service, the Client will have to follow the determination and resolution procedures of problems that Virtual Fly will specify. After determining the problem, if Virtual Fly decides it is necessary to have service in situ, Virtual Fly will send a technician to your place for the reparation.

Unless expressed otherwise, the Client is responsible for downloading and obtaining the necessary elements (utility program, controllers, software updates) punctually from the Virtual Fly website and following the instructions given by Virtual Fly.

If during the warranty period the Product does not work according to its warranty, and the problem cannot be solved electronically or by phone, Virtual Fly can decide to fix it so it can work according to its warranty or to replace it for another one that is at least functionally equivalent to the previous one. If Virtual Fly cannot realize any of the earlier options, the Client can return the Product where he bought it, and Virtual Fly will refund the price.

Virtual Fly will also manage and install the selected engineering changes applicable to the Product.

### **Product or piece's replacement**

When the warranty service involves the change of one machine or piece, the replaced goods will become the property of Virtual Fly, and the replacements will become the property of the Client. The Client guarantees that any replaced good is authentic and has not been modified. The replacement given by Virtual Fly can be not brand new but will be in good condition and have at least the same functionality as the replaced goods. A product that replaces another one entirely will have the kind and time of warranty that the replaced product would have.

### **Responsibilities of the Client**

The Client must:

- Maintain an appropriate environment and use the Product of Virtual Fly according to the given instructions.
- Check the configuration, download the newest software, and install the latest patches.
- Eliminate devices, pieces, options, alterations, and connections that are not under warranty service and make sure that the Product is free from legal obligation or restrictions that preclude its change before Virtual Fly changes one Product or piece.
- Follow the procedures of warranty service requests given by Virtual Fly.

- Let Virtual Fly realize the compulsory technical changes, such as the ones necessary for security or reliability.
- When the warranty service requires submitting a broken Product by the Client to Virtual Fly, the Client agrees to send it in an adequate package, as specified by Virtual Fly, and to the warehouse decided by Virtual Fly.
- Delete safely from the Product that the Client will return to Virtual Fly all the programs and data that have not been supplied with the Product by Virtual Fly. Virtual Fly is not responsible for the data and the programs that Virtual Fly has not supplied with the Product or for its data when the Client returns it to Virtual Fly. The Client accepts that to fulfil its responsibilities according to this limited warranty declaration, Virtual Fly can send the whole or just a part of the Product and its software to a Virtual Fly warehouse or a third party worldwide, and the Client authorizes Virtual Fly to do so.
- Collaborate with Virtual Fly to solve the problem electronically or by phone. That can include realizing routine diagnosis procedures, installing updated or additional software patches, eliminating third parts options, or installing replacement pieces supplied or authorized by Virtual Fly.

### **Applicable Law**

The Client and Virtual Fly agree to the application of the laws of the country where the Client bought the Product to rule, interpret, and fulfill all the rights, duties, and obligations of Virtual Fly and the Client which can arise from this Declaration of Limited Warranty or are related to it in any way, despite any possible law conflict and as long as the Client can be, according to the applicable law, in the condition of user or customer. In this case, all the parties' rights, duties, and obligations are subjected to the courts of the country where the Client bought the Product.

### **Part 2 - Warranty Information**

The completion of the warranty service depends on when the request of service from part of the Client will be received, from the technology and the redundancy of the Product, and the availability of the pieces or the Product. Get in contact with Virtual Fly to get more specific information.

### **Warranty Service**

The limited warranty of Virtual Fly can include a warranty service with the replacement of units in advance. Under these terms, Virtual Fly will send a replacement unit if the Product bought is considered defective. When this replacement unit has been received, the defective one has to be returned to Virtual Fly with the package in which the replacement unit came within 5 (five) days. Virtual Fly pays for the costs of the shipment of the return of the defective unit to Virtual Fly unless it is specified otherwise. If the Client does not return the defective unit within the indicated time, Virtual Fly will charge the Client for the replacement unit.

### **Limited Warranty Period**

The period of limited warranty of the Product of Virtual Fly is a specific and fixed period that starts at the date of purchase of the Product at Virtual Fly. The date of the bill or receipt of purchase is the date of purchase unless Virtual Fly informs you about the opposite in a written form.

### **Contact Information**

To get in contact with Virtual Fly, it is possible to use these mediums (in order of priority):

- E-mail address
- Phone
- Post address

If the Product needs a service that is not covered by this warranty, we kindly ask you to get in contact with Virtual Fly for more information.