

These General Terms and Conditions (GTC) apply to all services offered by SimLand AG (hereinafter referred to as "SimLand"). By using the Services, you accept the following terms and conditions unchanged and in full.

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1 Object

1.1 Fundamental

SimLand operates an Airbus A320 Fixed Base Simulator and offers various events related to this simulator. These GTC are an integral part of a service contract between SimLand as the Organiser and the Client. The subject matter of these GTC is the use of services and events (hereinafter referred to as "Simulator Events") offered by SimLand.

1.2 Acceptance of the T&Cs

Acceptance of these GTC is made by using the relevant services and attending the events. When using the services or attending the events, the customer may be asked to reiterate his acceptance of the GTC by clicking on a corresponding confirmation box when booking online. In the case of a written, telephone or personal booking, a copy of the terms and conditions will be sent or handed over to the customer on request.

1.3 Use/processing of data

The use of personal data is regulated in the privacy policy. The Privacy Policy is an integral and binding part of these GTC.

2 Performances

2.1 Offer

All simulator events are subject to SimLand's Terms and Conditions accessible via the webshop and other sales channels. Natural and legal persons (hereinafter referred to as "Customers") interested in aviation and, in particular, in its simulation can book various events and services with SimLand. The offers are made both online via the website www.simland.ch and through other sales channels. SimLand may change the Services or discontinue the provision of the Services at any time.

2.2 Third-Party Offerings

By using the services and products of partner companies such as geschenkidee.ch, geschenkparadies.ch, swissraft.ch, etc., the customer accepts the applicable terms and conditions and/or terms of use of these partner companies.

2.3 Special services

SimLand also provides other services related to flight simulation on request, such as:

- Group events in small groups for private and business events;
- Repairs of PC's;
- Installation/configuration of PC's for flight simulation;
- Other services on request.

These special services are specially offered with a corresponding offer. After the customer's acceptance and commissioning, the service offered will be provided and invoiced in detail.

3 Contract

3.1 Order/booking of the customer

3.1.1 Offer

The overview of the accessible services provided in the webshop and other sales channels is only valid as an invitation for the customer to submit an offer. The customer makes his choice via the selected sales channel. The selection made is displayed in the shopping cart for online bookings (webshop). In the case of a booking in writing, by telephone or in person, the booking confirmation will be communicated to the customer in the same way as the order/booking request is made.

3.1.2 Liability

With the confirmation of the order, the customer submits his binding offer for the booking of the simulator event or other services. The customer is obliged to provide all information required during the ordering/booking process completely and truthfully.

3.1.3 Responsibility for orders/bookings

It is the sole responsibility of the customer to make orders/bookings in a timely manner.

3.2 Registration

3.3 Access data for online orders/bookings

In order to place an online order/booking, the customer must identify himself in the webshop with his user name or e-mail address and with his password (hereinafter referred to as "access data"). If the customer does not yet have an online account, they will be asked to register in the webshop with the required information when placing their first online order/booking.

3.4 Handling of access data

The access data provided to the customer are intended exclusively for his personal use and must be treated confidentially. All online orders/bookings made via the online account are attributed to the customer as the online account holder and are binding for him.

3.5 Confirmation

When ordering via the webshop or if the customer provides his e-mail address when placing an order/booking in writing, by telephone or in person, the customer will receive an order confirmation by e-mail after completing the order process. This expressly does not constitute acceptance of the offer by SimLand.

3.6 Acceptance by SimLand

The contract for the agreed service or for the simulator event is only concluded when the tickets or vouchers for the simulator event(s) are sent, made available or handed over to the customer or when SimLand has confirmed the date(s) of one or more simulator events on the ticket.

The dispatch, making available, handing over of tickets or vouchers will only take place after SimLand has received full payment from the customer, regardless of the method of payment.

4 Delivery of tickets or vouchers

4.1 General

4.1.1 Method of delivery

Depending on the customer's choice, the ticket/voucher will be delivered or sent in paper form or electronically to the postal address or e-mail address provided by the customer, or in paper form by personal handover at SimLand.

4.1.2 Verification of delivered tickets/vouchers

The customer is obliged to check the tickets/vouchers immediately upon receipt. The customer must report any damage or deviations to the ticket/vouchers delivered by post or electronically to SimLand within 3 working days. If the customer fails to do so, the tickets/vouchers delivered shall be deemed to have been approved (Art. 201 CO).

4.1.3 Benefits and dangers

Benefit and risk are transferred to the customer at the time of dispatch at SimLand's registered office (Art. 74 para. 2 no. 2 CO). The customer is responsible for the safe storage of the tickets/vouchers until the simulator event. The replacement of damaged or lost tickets/vouchers is subject to No. 4.1.2 and 4.2.3.

4.2 Electronic delivery of tickets

4.2.1 Expression

The ticket/voucher accessible with the payment confirmation must be printed out by the customer in the same size using a suitable printer on a white paper of DIN A4 size. The customer acknowledges that it is his/her own responsibility and risk to have all the necessary technical facilities necessary to receive and print the ticket/voucher delivered electronically.

4.2.2 Storage, due diligence

The printed print@home ticket/voucher must be stored carefully until the simulator event and must not show any damage, dirt or other impairments that make it impossible or obstruct the entrance control during use, especially – if available – in the area of the machine-readable barcode or QR code. If the print@home ticket/voucher shows such damage, dirt or other damage, there is no entitlement to admission to the simulator event or to the purchase of the booked service, nor to a refund of the fee paid by the customer.

4.2.3 Access authorization

The customer receives only one access authorisation for each ticket. Any reproduction, copying, modification or imitation of the print@home ticket/voucher and any electronic redistribution of the corresponding PDF file is expressly prohibited. However, in the event of loss or damage to the print@home ticket/voucher, the customer may reprint the print@home ticket/voucher, whereby he is aware of the refusal of access to the simulator event or the receipt of the service in the circumstances set out in para. 4.2.4. The damaged print@home ticket/voucher must be destroyed immediately. If the customer has already deleted the PDF file at the time of loss or damage, they can contact SimLand. SimLand will then resend the PDF file to the customer. SimLand reserves the right to limit the number of redeliveries. The customer is aware that it is not possible to block the print@home ticket. In this case, too, the regulation according to No. 4.2.4.

4.2.4 Refusal of access authorisation

SimLand may deny entry to the Simulator Event if multiple printouts, reproductions, copies or imitations of a print@home Ticket are in circulation and a holder of a printout, copy or imitation of the applicable print@home Ticket has already been granted access to the Simulator Event. In particular, SimLand is not obliged to verify the identity of the ticket holder/voucher holder or to verify the authenticity of the print@home ticket/voucher. If a holder of a print@home ticket/voucher is rejected during access control, there is no entitlement to a refund of the fee.

5 Resale

Any trade in purchased tickets/vouchers, in particular for commercial or commercial purposes, is prohibited without the express permission of SimLand. Violations may result in the loss of the services associated with the purchased tickets/vouchers and claims for damages and the expenditure of profits against the original customer and the second ticket/voucher purchasers. Persons who violate these provisions may be excluded from the purchase of tickets/vouchers.

6 Advertising and raffle

Without the express prior consent of SimLand, the customer is not permitted to use tickets/vouchers in its advertising and/or raffle aimed at the general public.

7 Prices

The prices for tickets/vouchers accessible via the webshop or other sales channels are inclusive of VAT.

8 Payment

8.1 Ordering/booking on site at SimLand's premises

When purchasing the ticket/voucher at SimLand's headquarters, SimLand will determine the permitted payment methods.

8.2 Order/book by phone, in writing or online

For telephone, written or online order/booking up to 2 weeks before the simulator event, payment must be made within 5 working days from order confirmation either by PayPal, credit card or by advance payment with bank transfer. Later orders/bookings must be paid in cash on site.

9 Cancellation or postponement of a reservation

Depending on the deadline for cancellation/postponement prior to the booked simulator event, the following portions of the amount for the booked event will be retained or due for payment:

- More than 8 days before the booked event: 0 %
 - 8 days before the booked event: 50 %
 - 7 to 4 days before the booked event: 70 %
 - 3 days or less before the booked event: 100%
- or no-show:

For the possible repayment of an amount, SimLand AG must be provided with all necessary payment details.

10 Returns, refunds and exchanges

10.1 Generals

The customer's contractual partner responsible for the implementation of a simulator event or the provision of the agreed service is SimLand. The possibility, conditions and handling of a return and refund or exchange of purchased tickets/vouchers are therefore decided solely by SimLand.

10.2 Special features when postponing a simulator event or service

If SimLand decides to change the time or location of a simulator event or service, the ticket/voucher will be valid for the new time or location, regardless of the reasons for postponement. It is at the discretion of SimLand to decide whether tickets/vouchers can be returned, refunded or exchanged.

10.3 Handling of returns and refunds

If SimLand agrees to return and refund the Ticket/Voucher and to process it in accordance with this Section, the Customer shall be entitled to a refund of the fee subject to the following conditions.

The customer must return or return the ticket to SimLand no later than 30 days after the simulator event printed on the ticket. SimLand will refund the price upon receipt of the ticket/voucher. After this 30-day period, no refunds will be made.

The refund will be made by bank transfer; the corresponding payment data must be transmitted to SimLand. A possible claim for refund is only available to the customer noted on the order confirmation and is not transferable.

11 Obligations of the customer when visiting the simulator event or purchasing services

By purchasing a ticket/voucher or by using the services of SimLand, the customer accepts these terms and conditions. By purchasing the ticket/voucher, the customer acknowledges SimLand's security, access, age and other implementing regulations and orders and acknowledges that in the event of non-compliance with these regulations and orders, he may be excluded from the simulator event without compensation.

12 Vuchers

12.1 Purchase of vouchers

Customers can also purchase vouchers via the sales channels and in the webshop. SimLand is the exclusive and direct contractual partner. The contract for the purchase of vouchers is concluded exclusively between the customer and SimLand. SimLand's terms and conditions regarding the use and validity of the vouchers apply.

12.2 Period of validity

The validity period or expiry date is printed on the voucher. Vouchers must be redeemed during this time. After that, they lose their value and validity.

12.3 Receipt of services by means of vouchers

SimLand assumes no responsibility for whether, when and to what extent services are obtained from SimLand by means of a voucher. SimLand assumes no liability or warranty in this regard. In particular, a return of vouchers to

SimLand or a refund of the gross sales price by SimLand due to non-receipt of services from SimLand or bankruptcy of SimLand is completely excluded.

12.4 Outstanding receivables in the event of bankruptcy

If bankruptcy is opened via SimLand, customers with valid vouchers can only assert their claims at the responsible bankruptcy office.

13 Warranty

13.1 Provision of services

SimLand shall provide its services carefully and professionally within the scope of its operational resources and foreseeable requirements, unless SimLand is prevented from doing so by circumstances for which it is not responsible.

13.2 Restrictions on the provision of services

The customer is aware that SimLand provides its services via the Internet or by using communication networks. In particular, due to technical malfunctions, operational disruptions as well as disruption or interruption of communication networks and failure of IT infrastructures or other parts of the infrastructure used for the provision of services, there may be temporary impairments or interruptions in the provision of services by SimLand. Therefore, SimLand does not guarantee the uninterrupted availability and accuracy of its services.

14 Liability of SimLand

14.1 Assumption of liability

In the event of breaches of its own contractual obligations under these T&Cs, SimLand shall be liable to the Customer for direct and proven damages caused by SimLand through unlawful or gross negligence.

14.2 Exclusion of Liability

Liability is expressly excluded for slight negligence on the part of SimLand as well as for indirect or consequential damages. Consequential damages include, but are not limited to, loss of profit, reputational damage and loss of data as a result of temporary impairments or interruptions in the availability of SimLand's services, as well as as failure of sales channels, transmission errors, late delivery of tickets/vouchers, incorrect price or service information and errors in order/booking confirmations. SimLand's liability for content on third-party websites that refer to SimLand's website and webshop or SimLand's links/references to third-party websites and webshops and their content is also excluded.

The risks of misuse or loss of tickets/vouchers lie exclusively with the holder of the ticket/voucher. SimLand assumes no liability in the event of loss or confiscation of a ticket/voucher. In the event of technical malfunctions and operational failures resulting from the booking of tickets or the ordering of vouchers from third parties, the customer shall not be entitled to any claim for damages from SimLand.

The above exclusions and limitations of SimLand's liability do not apply in the event of culpable injury to life, limb or health directly caused by SimLand, as well as in the case of mandatory statutory provisions, including the provisions of the Product Liability Act.

15 Customer's liability

15.1 Unlawful intent, negligence

The customer shall be liable to SimLand without limitation for direct and proven damages caused by unlawful intent or negligence, even and in particular if existing regulations and direct instructions are disregarded.

15.2 Customer's Obligations

The customer is obliged to reimburse SimLand for any expenses incurred in connection with the unauthorized use or misuse of the access data and/or with careless, unauthorized or improper use of a ticket/voucher. In addition, the customer of print@home tickets is obliged to compensate SimLand for any damage incurred in connection with the unauthorized use of additional or modified printouts, reproductions, copies or imitations.

16 Intellectual property

The content accessible via the SimLand website and webshop (hereinafter referred to as "Content") is protected by copyright and, unless otherwise specified, belongs exclusively and comprehensively to SimLand. It is prohibited to reproduce, distribute, transmit (electronically or by any other means), modify, link or use the Content (in whole or in part) for public or commercial purposes without the prior written consent of SimLand.

17 Final provisions

17.1 Place of performance

The place of performance for SimLand's services, including the delivery of tickets/vouchers, is the registered office and branches/branches of SimLand.

17.2 Offsetting of receivables

The customer waives the right to offset any claims against SimLand.

17.3 Changes to the GTC

SimLand reserves the right to amend these GT Cat any time. Changes will be made available on SimLand's website and will come into effect when they are posted.

17.4 Invalid or unenforceable provisions

Should one or more provisions of these GTC be or become invalid or unenforceable in whole or in part, the validity or enforceability of the remaining provisions of these GTC or the purchase of the ticket/voucher shall not be affected. In this case, the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that comes closest to the economic purpose of the provision to be replaced. The same applies, mutatis mutandis, in the event that these GTC contain a loophole.

17.5 Applicable law

These GTC and any disputes arising out of or in connection with the relationship between SimLand and the Customer shall be governed exclusively by Swiss law.

17.6 Venue

The exclusive place of jurisdiction for all disputes between SimLand and the customer is the registered office of SimLand. However, SimLand is entitled to prosecute the customer at his domicile.

SimLand AG Münchenwiler, April 2023

