

## **CONTRACT AND ORDER GENERAL TERMS AND CONDITIONS**

### **1. GENERAL**

- 1.1. These General Terms and Conditions of Sale (hereinafter: GTCS) apply to all business transactions between company PIPISTREL d.o.o. Ajdovščina or any other (foreign) company or subsidiary from the PIPISTREL Group (hereinafter: PIPISTREL) and buyer of products, individual components, or services provided by PIPISTREL (hereinafter: Products). The GTCS are applied exclusively and are used even if not explicitly included in a contract.
- 1.2. Any terms and conditions by the buyer in conflict with the GTCS or amending the GTCS do not apply and are not part of the contract, unless PIPISTREL approves their applicability in writing.
- 1.3. The GTCS also apply if PIPISTREL does not attach them to the delivered Products or services or does not attach them with subsequent deliveries to a buyer, since the buyer received them and/or was referenced to the GTCS upon conclusion of the contract.
- 1.4. Additional or different agreements regarding the GTCS concluded between PIPISTREL and a buyer shall be made in writing. This shall also apply to the waiver of requirement for a written form. The GTCS do not affect the rights of PIPISTREL arising from the provisions of relevant legislation.
- 1.5. All contracts, amendments, and appendices are only valid if concluded by PIPISTREL and the buyer in writing. Every subsequent requirement for an amendment requires PIPISTREL's written approval and entitles PIPISTREL to change prices and extend delivery deadlines. By signing any document required for the execution of an order or performance of a contract, the buyer fully and without reservations accepts the GTCS. The GTCS do not apply to general documents published by PIPISTREL, which include brochures or catalogues, which are for informational purposes only.
- 1.6. If PIPISTREL during the period of a legal relationship with the client or buyer does not enforce any right arising from the GTCS towards the buyer or any third party, PIPISTREL is entitled to enforce said right at a later time, as such conduct is not considered a valid termination of the GTCS.

### **2. ORDERS**

- 2.1. PIPISTREL's offers and prices are subject to change and are not binding, unless explicitly listed as binding. PIPISTREL has an exclusive right to modify the products.
- 2.2. Orders are final and considered confirmed when PIPISTREL accepts them in writing and the buyer pays the agreed earnest money.
- 2.3. Buyer's orders represent a binding offer for the conclusion of a contract. PIPISTREL's written order confirmations or immediate delivery of ordered Products at prices defined in bills are decisive in determining the contents of a contract. The buyer must immediately object to the contents of a confirmed order or contents of deliveries, otherwise the buyer waives this right and the contract is considered concluded with the contents of the confirmed order and/or in accordance with the delivery performed.
- 2.4. The buyer orders the Products in person or by an authorised person, who shall identify himself with a notarial instrument or authorisation verified by local authority. The buyer or authorised representative cannot assign an order to a third person without PIPISTREL's consent.

- 2.5. Any order modifications or cancellations by the buyer are not possible, except if the buyer sends the modification or cancellation by registered mail to PIPISTREL or PIPISTREL's representative, and they receive the registered mail at least 2 months before the planned delivery, provided that PIPISTREL agrees with the modification or cancellation.
- 2.6. If PIPISTREL does not accept the order/contract modification or cancellation, the buyer is considered to have unilaterally withdrawn from the order/contract; the buyer is therefore not entitled to reimbursement of money already paid, and PIPISTREL is not obligated to return said money and retains it as earnest money.

### **3. MODELS**

- 3.1. PIPISTREL reserves the right to continually and without prior notification implement changes in material, systems, and spare and additional parts, if it deems such changes necessary.

### **4. DELIVERY AND PRICES**

- 4.1. The prices agreed in writing or listed in confirmed orders are decisive regarding the total amounts and any potential additional payments.
- 4.2. All prices for PIPISTREL's Products, including those supplied under warranty, are quoted EXW (Ex Works), Incoterms 2020. The prices do not include any costs related to shipping, transportation, special packaging, postage, insurance, import duties, tariffs, customs clearance, brokerage fees, sales tax, value added tax, use tax, or any similar or related fees and charges. Any and all such costs shall be borne exclusively by the buyer, unless otherwise agreed in writing. To the extent applicable, VAT and other taxes or levies applicable in Slovenia or abroad shall be listed separately on the invoice in the amounts valid on the invoice date.
- 4.3. In the event of unforeseen increase of costs since the date of conclusion of contract until its fulfilment and/or delivery of products, which are beyond PIPISTREL's responsibility, including, but not limited to increase of costs due to legislation changes, the imposition of new customs duties and/or tariffs on component parts and/or raw materials, production costs and salaries (e.g. tariff agreements), prices of raw material, labor costs, technical standards and regulation or material prices (cost elements), PIPISTREL is entitled to modify the price accordingly, in line with changed circumstances. If the price increase exceeds 10% of the agreed price, the buyer can withdraw from the contract.
- 4.4. PIPISTREL is entitled, but not obligated, to insure the Product at buyer's expense. The buyer assumes the risk of loss or damage when the Products are loaded on a means of transport at PIPISTREL's head office or production plant.
- 4.5. PIPISTREL sets delivery deadlines in order of individual final orders, based on the production capacity and considering transaction specific delivery terms as may be agreed to by Pipistrel. Any modifications to the delivery terms, subsequent to the confirmed order, may be subject to additional charges and timeline extensions. It is expressly understood and agreed that any modifications to the delivery terms shall not create any additional liabilities for PIPISTREL..
- 4.6. Delivery deadlines are set considering the production progress; however, they may change in the event of problems of late deliveries of elements, assemblies, or other materials required to complete the Product.
- 4.7. PIPISTREL cannot guarantee a timely delivery in the event of force majeure, governmental measures, war and conflicts, unrest, and similar generally known

circumstances that can impede or prevent production and delivery or in the events specifically stated in writing between the parties.

- 4.8. Past due delivery dates up to three months shall not be grounds for claiming damages and interest, nor for suspending or cancelling current orders by the buyer.

In the event of delay (for which PIPISTREL is responsible) exceeding the projected order delivery date by at least three months, the buyer can cancel its order by registered letter sent to PIPISTREL. The buyer shall provide PIPISTREL an extended order fulfilment deadline of 15 workdays. If PIPISTREL fails to fulfil the order or contract within this extended deadline, the order is considered cancelled. PIPISTREL shall reimburse the buyer for all paid moneys within 30 calendar days; in the event of subsequent reimbursement of the deposit after the lapse of this deadline, PIPISTREL shall also pay late-payment interest for the period of the lapse of the additionally provided period for performance until reimbursement, at the capital market interest rate (6-month EURIBOR) plus three percentage points. No other default interest rate is applicable in such case.

- 4.9. In any event, delivery is only possible when the buyer settles all obligations (which includes payment of full purchase price, subject to potentially different arrangement between the parties in writing) to PIPISTREL, regardless of any non-performance of contractual obligations, where the grounds for non-performance of obligations have no effect.

## **5. PAYMENT TERMS AND CONDITIONS AND PROPERTY RIGHTS RESERVATIONS**

- 5.1. All payments shall be made in accordance with the contractual provisions or payment terms and conditions defined in the written order confirmation, issued invoice, or pro forma invoice. All payments shall be made in euros, unless agreed otherwise in writing. In the event of part deliveries of Products, the buyer shall settle its obligations before the part delivery, or in a manner specified by the contract.
- 5.2. In absence of any different agreements (special terms and conditions of payment, as defined by the contract, order confirmation, or invoice), the buyer shall make a payment in the amount of 10% of contract value. The earnest money must be paid immediately after receipt of the order confirmation. The remaining 90% of the purchase price shall be paid before the delivery date, unless agreed otherwise in writing. The earnest money is included in fulfilled obligations. The date of received payment to PIPISTREL's transaction account is considered the date of payment. In the event of order cancellation or non-payment of the full amount, the earnest money is not returned.
- 5.3. If the buyer fails to pay on time, it is obligated to pay late-payment interest to PIPISTREL in accordance with applicable legislation, if any, or in accordance with rules on bank loans with repayment deadlines over one year from banks at the PIPISTREL's location.
- 5.4. In the exceptional event, and subject to a specific agreement in writing, that the buyer receives Products that have not been fully paid, PIPISTREL reserves property rights on the subject of contract or Products even after the Products were delivered to the buyer, until full payment of all obligations, including payment of late-payment interest and all other expenses incurred for reasons on the side of the buyer, arising from the concluded contract, services rendered, and the business conducted by PIPISTREL with the buyer.
- 5.5. As long as the property rights reservation is in effect, the buyer shall handle the Products with due diligence, without any right to change or in any way modify the Products, and, above all, is not allowed to change Product identification means.
- 5.6. For the duration of property rights reservation, the buyer shall ensure appropriate

Product insurance at its expense, with coverage of at least the value of replacement. The buyer shall assign to PIPISTREL all rights to reimbursement for damage, loss, or disposal of Products, undertaking to immediately notify the insurer of the assignment. This shall have no effect on PIPISTREL's other rights and claims.

- 5.7. In the event that the buyer, in the course of its business, redesigns, installs, or uses the Products in assembly, PIPISTREL becomes the owner of the new products that are the results of redesign, installation, or assembly, and serve as payment guarantee for buyer's liabilities.
- 5.8. The buyer is not entitled to pledge, arrange fiduciary transfers, or implement any other measures that could jeopardise PIPISTREL's property rights on the Products that are subject to the property rights reservation.

The buyer shall arrange fiduciary transfers for all receivables from potential subsequent sales of Products, including all related rights, to PIPISTREL, specifically in full for the amount of the buyer's obligation to PIPISTREL, regardless whether or not the Products were subsequently reworked.

- 5.9. If the buyer is in delinquency, in bankruptcy or otherwise insolvent, or in the event of liquidation proceeding initiated against the buyer, PIPISTREL is entitled to withdraw from the contract and request damages, without infringing on other PIPISTREL's rights. The buyer shall allow immediate access to PIPISTREL or a third party appointed by PIPISTREL and return all Products that are the subject of the property rights reservation.
- 5.10. The buyer is obligated to immediately notify PIPISTREL regarding required obligations and documents for registering a property rights reservation with official registers and other legal obligations existing in the country where the delivered Products are located. At its own expense, the buyer is obligated to participate fully, provide advice and consent to PIPISTREL for enforcing legal obligations required for establishing a valid property rights reservation. In the event that the Products were delivered into a different jurisdiction, where a property rights reservation does not have the same effect of security as in the Republic of Slovenia, the buyer shall issue a different appropriate security per PIPISTREL's request.
- 5.11. If the buyer acts in violation of the concluded contract, especially regarding late payments, PIPISTREL is entitled to take back the subject of contract. The takeover of Products does not represent PIPISTREL's withdrawal from the contract, unless explicitly stated in writing.
- 5.12. In the event of buyer's death before the planned delivery, the amount paid without interest will be returned in full within three months to the account or person determined by a decree of distribution or other judicial or official document.

## **6. OBLIGATION TO ACCEPT PRODUCTS**

- 6.1. If the buyer refuses the ordered Products for any other reason except PIPISTREL's delay that exceeds three months, as listed above, PIPISTREL has power of disposal over said Products after thirty days of the registered letter sent regarding unfulfilled acceptance of Products, and can in this case retain the amounts paid by the buyer as earnest money, but without potential compensation for damages and interest.
- 6.2. PIPISTREL can at its discretion, and in any event by order of the buyer or for the buyer's obvious benefit, store the Products at the expense of the buyer. PIPISTREL is entitled to issue an invoice for storage costs after one month of storage.
- 6.3. If the buyer fails to fully accept the paid Products in storage by the agreed storage deadline, PIPISTREL will call upon the buyer by registered letter to accept the Products

or else Pipistrel is entitled to claim damages in the amount of 25% of the Product sales value. In this case, PIPISTREL can sell the Products, deduct damages, costs, and interest, returning the remainder to the buyer. The buyer is considered to have approved such a sale.

## **7. ACCEPTANCE**

- 7.1. The buyer generally accepts Products at PIPISTREL's representatives. If the buyer is from a country without a representative network, the Products can be accepted at PIPISTREL's head office. The Products are considered to be accepted unconditionally when they are loaded on a means of transportation at the location of PIPISTREL's head office or place of manufacture or place of representative's head office.
- 7.2. Handing over the Products to the buyer or buyer's representative, to a transport operator, or with personal collection of Products, the buyer assumes the risk, regardless of who took possession of the Products and who bears the costs of transportation.  
By accepting the Products, the buyer assumes responsibility for assembly and control over their operation.
- 7.3. Regardless of any claims already made with the transport operator, the buyer can submit a written complaint in the event of manifest defects or mismatch of delivered Products with the ordered products. Such a complaint must be sent by registered mail within eight days of the acceptance of Products. If the buyer or buyer's assistant should have determined a manifest defect upon acceptance, the buyer is not entitled to claim such manifest defects at a later time.
- 7.4. In the event of latent defects that already existed at the time of acceptance but the buyer could not have determined at that time, the buyer is obligated to send a complaint by registered mail immediately.
- 7.5. PIPISTREL is not liable for any defects under PIPISTREL's responsibility that are found or determined one year after delivery.
- 7.6. The buyer shall present a detailed description of the defects found on the Products, provide evidence and establish defects by photographs or similarly objective manner. The buyer shall allow PIPISTREL or PIPISTREL's representative everything necessary to inspect such defects. PIPISTREL is liable for repairs; the buyer or any third party is not entitled to interfere with the repairs.
- 7.7. The buyer shall accept the Products in writing with a document that contains one of the following options:
  - acceptance without conditions
  - acceptance with a list of deficiencies
  - refusal of acceptance for reasons that need to be listed

## **8. RETURNS**

- 8.1. For every return of Products, an official written document shall be prepared and signed by both PIPISTREL or PIPISTREL's representative and the buyer. Without such a document, every returned Product remains under the ownership of the buyer, and the buyer is not entitled to a refund. PIPISTREL assumes no liability for such Products or their shipping costs.
- 8.2. Return shipping costs are always borne by the buyer.
- 8.3. Any Product returns approved by PIPISTREL, after a check of the returned Products' quantity and quality, shall entitle the buyer to a refund.
- 8.4. If PIPISTREL determines manifest defects or mismatch of delivered Products with the

ordered Products, the buyer is entitled to a free replacement, as well as damages if the replacement is not conducted within three months.

- 8.5. In the event of a justified complaint, the warranty period is temporarily suspended until the defect is rectified.

## **9. LIMITED WARRANTY**

- 9.1. The buyer is entitled to a warranty under the conditions of the legal order applicable in the Republic of Slovenia.
- 9.2. The buyer is entitled to a warranty granted by PIPISTREL for products and goods for a period of 24 months or 100 hours, whichever comes first. This warranty includes coverage for the aircraft structure, various aircraft components (excluding engine, avionics, and propeller), interior furnishings, and exterior paint. The engine, avionics, and propeller are each covered under separate limited warranties provided by their respective manufacturers. Full terms and conditions of the aircraft warranty policy, as well as the applicable third-party warranties, are available upon request.
- 9.3. The warranty is valid from the time of buyer's acceptance of Products from PIPISTREL's representative or at PIPISTREL's head office, without reservations.
- 9.4. If PIPISTREL's Products are defective, PIPISTREL can either rectify the defect or provide replacement Products.
- 9.5. If PIPISTREL is not willing to provide replacements, not capable of providing replacements, or if the third repairs of the same defect prove to be ineffective, the buyer is entitled to withdraw from the contract or request a reduction of the agreed purchase price.
- 9.6. The warranty period is extended by the time the craft cannot be used during the warranty period.

## **10. LIMITATIONS OF PIPISTREL'S WARRANTY OBLIGATIONS**

- 10.1. In all cases, when the warranty can be claimed, the warranty is applicable only for individual parts.
- 10.2. The warranty does not include any costs related to shipping, transportation, special packaging, postage, insurance, import duties, tariffs, customs clearance, brokerage fees, sales tax, value added tax, use tax, or any similar or related fees and charges, if any, on warranty repairs or replacements, for the Products or goods, or spare parts. Any and all such costs shall be borne exclusively by the buyer, unless otherwise agreed in writing. Further, the warranty does not include any costs for the time when the Products are non-operational.
- 10.3. PIPISTREL is not liable for any damage incurred due to the use of the Products, especially not for lost profits or other pecuniary or non-pecuniary damage incurred by the buyer or third parties or on objects.
- 10.4. Product handling. Warranty is void in the following cases:
- If the general terms and conditions were not signed and approved by the buyer.
  - If the craft or equipment were not used in accordance with PIPISTREL's instruction or craft operation manuals (e.g. owner's manual, POH, maintenance manual, or other PIPISTREL documentation).
  - If the original additional and/or spare parts were replaced with non-original parts. If additional equipment was installed without PIPISTREL's knowledge.

- If sales materials were modified in any way.
- In the event of defects caused by users due to improper care or lack of maintenance and cleaning, negligent handling or inexperience, due to use of Product, individual parts or components in unsuitable circumstances, or due to extended use of Products, due to overloading, even if short-term, or due to repairs not conducted by PIPISTREL or PIPISTREL's authorised professional staff.
- For parts subject to normal wear and tear, such as: covers, tyres, electrical instruments, electrical installation, connections, cables, brake pads, capacitors, coolers, various hoses, plugs, exhaust systems, etc.
- The operator shall ensure regular check-ups and regular maintenance of the engine. Certain maintenance works required by the engine manufacturer must be performed by ROTAX authorised service centres. In the event of non-compliance with these obligations, the warranty is rendered null and void.

## **11. REPRESENTATIVES**

11.1. Representatives act in accordance with PIPISTREL's directives. Representatives are not liable to the buyer.

## **12. LIABILITY**

Product ULA (ultra-light aircraft with or without an engine) is a non-certified aircraft and is not constructed in accordance with ICAO standards. The same applies to the manufacture process and all repairs. ULA is not compliant with the applicable ICAO certificate for normal flight.

12.1. By signing this contract or submitting an order, the buyer accepts the general terms and conditions with prior knowledge that ULA use can be hazardous, since craft operation with full control might not be possible due to the following:

- coincidental natural forces and unforeseeable meteorological conditions and phenomena
- defects in the manufacture or servicing process
- sudden engine or propeller failure

12.2. After collecting the Products, the buyer assumes responsibility for all hazards arising from active use of the ULA and declares to use the ULA at its own responsibility, holding PIPISTREL or PIPISTREL's representative harmless. Due to the above, the buyer agrees that neither the buyer, users of its craft, buyer's family, nor legal representatives can claim any liability or damages from PIPISTREL or PIPISTREL's representatives for use of PIPISTREL's Products. The buyer undertakes to cover any damage incurred by third parties due to ULA use by itself. In the event of any claims against PIPISTREL, the buyer undertakes to cooperate in their resolution and pay for the damage. The buyer undertakes to indemnify PIPISTREL against any damages that PIPISTREL would pay or be obligated to pay.

12.3. As stated in the engine operation instructions, which are in the buyer's possession since acceptance, a malfunction or stall of the aforementioned engine is possible at any time.

12.4. The buyer acknowledges that they were made aware of this in advance, that they must abide by flying limitations listed in Product Operation Instructions, and limitations prescribed by the ULA category. In any event, an operator must plan for the possibility

of a safe landing due to engine or propeller malfunction during take-off, flight, and any activity during operation of the aircraft.

- 12.5. An operator that does not heed this warning and waives the option to land under good conditions without using the engine cannot claim PIPISTREL's liability for any damage caused on the craft or injury to its users or third parties, regardless if such persons were involved in flying with this aircraft or not.

### 13. JURISDICTION

- 13.1. All disputes regarding the contents and interpretation of this contract, and the fulfilment of its general terms and conditions, shall be resolved by the competent court at the manufacturer's domicile, in AJDOVŠČINA, Republic of Slovenia.
- 13.2. By accepting the GTCS, the parties agree that any legal assessment of their mutual relationships arising from the order or sales contract shall be governed by the provisions of the legal order and substantive law of the Republic of Slovenia, unless the GTCS state otherwise.
- 13.3. To protect its interests, PIPISTREL is entitled to file a claim with the court with the jurisdiction over the buyer's domicile.
- 13.4. In the event of discrepancies between the GTCS translation and the Slovenian original, the Slovenian original takes precedence.

In \_\_\_\_\_, on \_\_\_\_\_

For Pipistrel d.o.o. Ajdovščina  
Director: Gabriel Massey

Buyer:

I acknowledge that I have read and approved the general terms and conditions of contract.

I acknowledge that I have read and approved the general terms and conditions of contract.

## Pipistrel Aircraft Warranty Policy

This document explains the Pipistrel Aircraft Warranty Policy & Conditions.  
*Please take the time to become familiar with this warranty policy.*

### When does Warranty Start?

Warranty starts on the day that Pipistrel receives the aircraft acceptance form.

The aircraft acceptance form is supplied with the aircraft and is available when the aircraft is received or delivered to the customer. The aircraft acceptance form must be signed by the dealer or customer and returned to Pipistrel with a copy of the certificate of airworthiness or registration certificate and this starts the warranty period.

If Pipistrel does not receive the aircraft acceptance form within eight weeks after the aircraft shipped from the Pipistrel factory then the warranty will be deemed to have started on the day the aircraft left Pipistrel.

### What the Warranty Covers

Pipistrel warrants that each new Pipistrel aircraft purchased from an authorized Pipistrel aircraft dealer will be free from defects in material and workmanship for the periods of 24 months or 100 hours (whichever occurs soonest), subject to certain stated limitations or exclusions. This warranty



includes coverage for the aircraft structure, various aircraft components (excluding engine, avionics, and propeller), interior furnishings, and exterior paint. The engine, avionics, and propeller are each covered under separate limited warranties provided by their respective manufacturers. Full terms and conditions of the aircraft warranty policy, as well as the applicable third-party warranties, are available upon request.

When/if a Pipistrel covered part or system has failed and only after it has been evaluated by Pipistrel as being defective then this part or system will be replaced or repaired through the Pipistrel factory directly, a Pipistrel aircraft dealer or the factory appointed representative.

There is a proper process for notification of warranty issues. This procedure must be followed otherwise warranty claims will be delayed or denied.

### **What the Warranty Does Not Cover**

The Pipistrel warranty does not cover items which are damaged by accidents or worn as part of the normal flying process. Cosmetic repairs and normal wear and tear are not covered, anything which is deemed a consumable including normal service items are not covered under warranty. General exclusions from the warranty include but are not limited to:

- Competition or racing use
- Installation of parts or accessories that are not genuine or approved for installation by Pipistrel and the associated consequences because of the use of these parts
- Unapproved modifications that are not approved by the manufacturer
- Use of fuel, lubricants, coolant, brake oil, cleaning products etc. which are not recommended by the manufacturer. Details of approved fluids are listed in each aircraft maintenance manual
- Abnormal operations, like extreme weather conditions, neglect or abuse
- Lack of regular and proper maintenance as listed in the aircraft manuals
- Accident damage, hard landings, overloading on other operations that are not in compliance with the POH/AOI.
- Excessive luggage loading or carrying luggage which is not properly secured
- Rust, wearing of painted surfaces, wearing of rubber parts, wearing of internal lining and padding which are the result of normal operations
- Small vibrations and/or sounds that do not affect the quality and function of the aircraft
- Gaps between certain surfaces and parts which are within normal production tolerances according to the manufacturing standards of Pipistrel
- Corrosion and external damage caused by stones, hail, storms, lightning etc.
- Paint damage caused by sand, gravel and dirt, insects, tree resins, bird droppings, tar or other contaminants

Warranty does not cover any incidental expenses including costs to the owner, distributor or Pipistrel engineers for travel, accommodation, hanger fees, loss of profits, aircraft down-time etc.

**The customer's responsibility** under this warranty shall be to:

- Operate and maintain the aircraft as specified in the appropriate owner's manual supplied with your aircraft and maintenance manual
- Give written notice to Pipistrel through the Pipistrel complaint system AND your local distributor of any and all apparent defects within 10 days after discovery
- Make the aircraft available for inspection and repair at the closest dealer's place of business or other appointed repair facility if needed
- All warranty conditions must be met, failure to do so can invalidate your warranty
- Parts may be required to be returned to Pipistrel for inspection and evaluation, if the parts need to be returned then the customer is responsible for packaging. If the item is still under

warranty then Pipistrel will organise the return shipping of the part, if the item is outside of warranty then it is the customer's responsibility to package and ship this item as instructed by Pipistrel

- All service, repairs, abnormal operations must be recorded in the technical logbook of the aircraft. In the case that no technical logbook is used in some countries then these records must be recorded in the engine logbook which is a required record for every aircraft worldwide

### **Warranty Transfer**

To transfer the warranty from the original purchaser to any subsequent purchaser within the warranty period it is imperative that the aircraft be inspected and registered for warranty transfer by an authorized Pipistrel aircraft dealer. In order for this warranty to remain in effect, this inspection and registration must take place within 10 days after the transfer. An inspection and warranty registration fee may be charged for this service to the new owner.

### **To start a warranty claim**

In the owners section of the [www.pipistrel-aircraft.com](http://www.pipistrel-aircraft.com) website there is a section called Customer Support Form. Details on how to reach the owners section of the Pipistrel factory website are included in the first few pages of every aircraft manual.

You must complete this online form and submit to Pipistrel before any warranty or support claim is considered.

This form is received at Pipistrel by the Quality Control Manager and the Head of Maintenance, they evaluate the information received and will determine if you qualify for warranty assistance, they may also request further information and photographs of your claim, they may request return of the item for evaluation and inspection.

Should Warranty assistance be confirmed then the Quality Control Manager will make the necessary arrangements to have your faulty item replaced or have repairs completed through your local dealer or appointed maintenance facility.

This procedure is not flexible and authorization must be given **before** beginning any work otherwise Pipistrel may deny all responsibility.

When Pipistrel authorizes a claim then the following procedure applies.

If the claim is for replacement parts then Pipistrel will organize for these to be sent by the most appropriate shipping carrier from either the factory direct or your local dealer.

Pipistrel will request a credit card from the customer prior to shipping of the parts if the parts are not supplied under warranty.

If a credit card number is received, the replacement parts will be shipped to the customer, if a credit card number is not received then the replacement parts will not be shipped.

Warranty does not include any costs related to shipping, transportation, special packaging, postage, insurance, import duties, tariffs, customs clearance, brokerage fees, sales tax, value added tax, use tax, or any similar or related fees and charges, if any, on warranty repairs or replacements, for the Products or goods, or spare parts.

The customer must return the faulty parts within 30 days otherwise the customer's credit card will be charged for the cost of these faulty parts. If the parts are not returned within 30 days Pipistrel cannot claim the cost of these parts from their suppliers or manufacturers.

### **Arbitration Clause**

Any legal disputes concerning the content and interpretations of this warranty policy and those concerning the fulfilment of Pipistrel's general terms and conditions falls within the competence of the law court in the town of AJDOVŠČINA, Republic of Slovenia, where the manufacturer's headquarters is located.

***Pipistrel makes no other warranty of any kind, expressed or implied. All implied warranties of merchantability and fitness for a particular purpose which exceed the obligations and time limits stated in this warranty agreement are hereby disclaimed by Pipistrel and excluded from this warranty coverage.***

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End.

## Customer Information

### Q. What costs are my responsibilities during the warranty period?

The customer's responsibility includes all costs of normal maintenance services, non-warranty repairs, accident and collision damage and oil, oil filters, air filters, spark plugs and brake shoes etc. (these are often referred to as consumable items).

### Q. What are some examples of abnormal operations, like extreme weather conditions, neglect or abuse?

These items are general and overlap each other in certain areas. Specific examples include, operating the aircraft outside the limitations set in the owner's manual, running the aircraft out of oil, sustained high-rpm above the engine manufacturer's recommendations, operating the aircraft with a broken or damaged part which causes another part to fail, damage or failure due to improper or careless flying, over-speed, transportation or tie-down etc. If you have any specific questions on operation or maintenance, please contact Pipistrel for specific advice.

### Q. Does the warranty cover incidental costs such as travel, accommodation, hanger fees, loss of profits for the period the aircraft is not operating?

No, the warranty is limited solely to the repair of the aircraft itself.

### Q. Will the warranty be void or cancelled if I do not operate or maintain my Pipistrel aircraft exactly as specified in the owner's manual?

No, the warranty on a new Pipistrel aircraft cannot be voided or cancelled because it is a statutory document. However, if a particular failure is caused by operation or maintenance other than what is shown in the owner's manual then, that failure may not be covered under warranty.

### Q. What responsibility does my dealer have under this warranty?

Each Pipistrel aircraft dealer is expected to:

- Provide warranty support and assistance to owners in their area regardless of the aircraft original purchase location or country
- Completely assemble and test fly every aircraft before delivery
- Explain the operation, maintenance and warranty requirements to your satisfaction at the time of delivery or upon your request at any later time
- Organize and assist you upon discovery of any condition likely to be covered under warranty.

### What happens when you need Warranty Support?

If your aircraft requires warranty service you must first contact your Pipistrel authorized aircraft dealer using the information detailed below in the flowchart. Your dealer will assist you in documenting and submitting your claim. If your dealer is unavailable, you may contact Pipistrel directly for assistance in submitting the claim for evaluation. Some warranty matters can be handled at the dealer level and dealers will be the best initial point of contact. Other matters require specialized support, testing equipment and/or knowledge and will be handled by Pipistrel or their appointed persons.

If you have any troubles or concerns or require additional assistance please contact Pipistrel directly.

### Q. I have broken down away from home and need assistance, can I organize local help?

Yes you can, in some occasions this **may** be covered by Pipistrel under the aircraft warranty. This however must be authorized in writing by Pipistrel **before** beginning any work otherwise you as a customer will be responsible for all costs and charges.

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End.