

Warranty Policy

THE FOLLOWING IS THE STANDARD LIMITED WARRANTY ("WARRANTY") FOR THE ORGA SYSTEMS AND PRODUCTS ("PRODUCTS") SUPPLIED BY ORGA AVIATION B.V., SCHIEDAM – THE NETHERLANDS, HEREINAFTER: "ORGA" TO ITS CUSTOMER ("BUYER"). THIS WARRANTY APPLIES UNLESS A DIFFERENT WARRANTY HAS BEEN SPECIFICALLY AGREED TO IN WRITING AND SIGNED BY A DULY AUTHORISED REPRESENTATIVE OF ORGA.

LIMITED WARRANTY

(a) ORGA warrants, subject to the following limitations, that at time of delivery to Buyer, its Products will conform to applicable ORGA drawings and Product specifications and will be free from defects in workmanship and material. If applicable, ORGA warrants that at the time of delivery Products are compliant to applicable national and/or international rules and regulations. However, unauthorised maintenance or repair could invalidate compliance with such rules and regulations.

(b) The Products are not in conformity as meant under (a) in the case of a defect in workmanship or material becoming apparent under normal authorised use consistent with ORGA Product instructions and specifications. Normal wear and tear (including but not limited to lamp failure) or problems with electrical power, relatively minor anomalies which are customary and/or technically unavoidable, or the need for periodic maintenance shall not constitute non-conformity.

These warranties shall be available to the initial purchaser, and may be transferable to its successors and assigns.

The duration of these warranties shall be as follows:

1. For LED-based lighting fixtures sixty (60) months after shipment of the Product ex works, Schiedam, the Netherlands ¹⁾.
2. For xenon strobe lights twenty-four (24) months after shipment of the Product ex works, Schiedam, the Netherlands ¹⁾.
3. All other Products Twelve (12) months after commissioning, with a maximum of eighteen (18) months after shipment of the Product ex works, Schiedam, the Netherlands¹⁾.

(c) All Products repaired or replaced hereunder shall be warranted only for the unexpired portion of the original warranty period. If ORGA is of the opinion that the complaint about the defect is justified, ORGA will, to its sole discretion, either repair at its premises or replace any faulty Product returned to it within the warranty period at its cost, however excluding shipping costs and the costs of repair and/or replacement (including travel and lodging costs, meals, etc.) outside ORGA's premises against ORGA's applicable service rates. Repaired or replaced Products will be delivered ex works, Schiedam, the Netherlands¹⁾. The transportation costs and the risk of loss or damage to all (parts of the) Products in transit (either to or from ORGA) shall be borne by Buyer.

(d) The integrity and reliability of ORGA systems and Products are dependent on the use of ORGA parts and components. To ensure the optimum performance and reliability of your ORGA system, it is strongly advised that only components and modules manufactured by ORGA be used. No other parts can be used without prior written permission from ORGA.

Any right under this warranty shall lapse ("vervalen") if the Product has been exposed or subjected to:

1. Any maintenance or lack of maintenance, repair, installation, handling, transportation, storage, operation, treatment, failure to observe the instructions for use or use which is improper, excessive or otherwise is not in compliance with ORGA's instructions;
2. Any direct intervention, alteration, modification, transformation or repair by anyone other than ORGA or those specifically authorised in writing by ORGA, without prior written permission from ORGA;
3. Any accident, contamination, foreign object damage, abuse, misuse, neglect, negligence or any other circumstances after delivery to Buyer; or
4. Any damage induced by failure of an ORGA supplied Product not under warranty or by any Product not supplied by ORGA.

ORGA shall not be responsible for Buyer's or any third party's Product, Product information, or memory data contained in, sorted on, or integrated with any Product returned to ORGA, whether under warranty or not. Buyer is responsible for backing up its programs and data to protect against loss or corruption.

ORGA shall not be responsible for any costs related to the removal or re-installation of (any part of) the Product from or into any (on or offshore) installation, plant, vessel, etc. ORGA will not be responsible nor liable for any costs related to any setting up (any part of) the Product, any adjustment of user controls or any programming required for a specific installation of (any part of) the Product.

(e) Repair or redelivery as meant in the previous paragraphs shall in principle be affected only within the Netherlands. Repair and or redelivery outside the Netherlands shall only be affected if this can reasonably be requested of ORGA, such to be judged exclusively by ORGA.

With respect to noticeable defects, the Buyer must submit a claim in writing within three (3) working days after delivery, failing which any claim on ORGA will lapse.

Claims with respect to other defects must be made in writing within ten (10) working days after their appearance, failing which any claim on ORGA will lapse.

In respect of Products or parts of Products which ORGA received from third parties, the warranty obligations granted by ORGA to the Buyer shall never exceed in nature nor in duration the warranty obligations granted by those third parties to ORGA.

(f) This warranty is exclusive and in lieu of all other warranties, whether written or oral, express, implied or statutory, including, without limitation, any implied warranties of merchantability, fitness for particular purpose, or non-infringement, all of which are hereby expressly disclaimed. No extension or expansion of this warranty shall be binding upon ORGA unless set forth in writing and signed by ORGA's duly authorised representative.

(g) Except in case of intent ("opzet") or wilful recklessness ("bewuste roekeloosheid") of ORGA, ORGA's liability, whether in contract, tort or on any other ground or legal theory, howsoever and whatever the cause thereof, shall be limited to the amount actually paid out by its insurer. For the purpose of this Clause intent or wilful recklessness of ORGA shall mean intent or wilful recklessness of ORGA, its organs ("organen van de vennootschap"), its managers ("leidinggevenden") and of any of its subordinated managers ("leidinggevende ondergeschikten en leidinggevende niet-ondergeschikten") and/or any other person charged with the management of Supplier's business operations).

(h) This warranty is subject to Dutch law. The stipulations specified in the Convention of International Sale of Goods of 11 April 1980 (Weens Koopverdrag) do not apply, nor does any future international regulation concerning the purchase of moveable property of which parties can make use.

(i) All disputes regarding this warranty shall be heard exclusively by the Rotterdam District Court, unless ORGA prefers another competent forum. The provisions of this clause (i) leave intact the right of ORGA to have the dispute resolved obtain a settlement by means of arbitration of the International Chamber of Commerce under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrator(s). The place of arbitration will be Amsterdam, the Netherlands. The arbitral procedure shall be conducted in the English language.

(j) 1.7 This warranty expresses and describes Dutch legal concepts in the English language and not in their original Dutch terms. Consequently all the words, terms and expressions used herein shall be construed and interpreted in accordance with Dutch law only. In certain cases and in order to define the term used in the English language, the Dutch legal concept is mentioned in the text between brackets in italics. The use of these or similar terms in any other jurisdiction shall be disregarded.

(k) ORGA reserves the right to modify its standard limited warranty policy at any time, at its sole discretion.

¹⁾ EXW, Incoterms 2010