

PURCHASE TERMS AND CONDITIONS

IMPORTANT NOTICE: PLEASE READ THESE TERMS CAREFULLY. THESE TERMS CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO YOUR PURCHASE, OUR LIMITATION OF LIABILITY TO YOU, AND YOUR AGREEMENT TO RESOLVE DISPUTES THROUGH CERTAIN PROCESSES ON AN INDIVIDUAL BASIS, AS FURTHER DETAILED BELOW.

Section 1. Purchase. These Purchase Terms and Conditions (these “Terms”) govern your agreement with Gimbal Innovations, Inc. or its affiliate (“Gimbal,” “we,” “us” or “our”) to purchase a Momentum 1080 Flight and Motion Simulator (such simulator, the “Simulator,” and such purchase, the “Purchase”). You also acknowledge and agree that your Purchase will be conditioned upon entering into a release and waiver of liability agreement (“Waiver”), which will include an acknowledgement and waiver of certain risks related to the Simulator and its operation.

Section 2. Online Orders. When placing an order on our website, you are effectively offering to purchase the Simulator. We reserve the right to accept or reject any order in our own discretion. We will only accept or reject an order in its entirety. Should we elect to accept your offer, you will receive a confirming email at the email address that you provide at such time. Notwithstanding, we reserve the right to cancel any order once accepted by us (as evidenced by a confirming email) at any time in our sole discretion. Additionally, you have the option of cancelling your order (in its entirety only) at any time prior to our having sent to you the confirming email referenced herein.

Section 3. Representations. You represent and warrant to us as follows: (i) that you have the right to Purchase without violating these Terms, any applicable law, rule, or regulation, and/or any agreement with, or rights of, any third party; (ii) that you will use the Simulator provided hereunder exactly as authorized and never in any way that would violate any applicable law or third party right of any kind; (iii) that you will use the Simulator only in accordance with any instructions, recommendations or guidelines provided by Gimbal; (iv) that you are buying the Simulator for solely your own personal, noncommercial use, and not for resale and/or export; (v) all information provided to Gimbal is accurate; and (vi) you are at least 18 years old.

Section 4. Payment Terms. You will be responsible for the prices stated at the time of your Purchase, as well as any: (i) sales, use, excise, and related taxes; and (ii) shipping and handling charges. Payment may only be made with a valid credit, debit card, or use of a bona-fide electronic payment provider (i.e., PayPal). By using any such card or payment provider, you are hereby representing and warranting your full right and authority to make such purchase in the manner elected without violating any applicable law, rule, or regulation. If your Purchase is related to a prior reservation, any reservation fee will be applied towards the final price of the Simulator.

Section 5. Shipping Information: It is our responsibility to ship your accepted order to you at the address you provide when making the order. You will be responsible for all associated shipping & handling charges. While we agree to use reasonable efforts to meet the shipping and delivery dates provided online, we shall not be responsible for any delays in shipments. The Simulator must be installed by Gimbal or one of its professional installers. Upon shipment, Gimbal will communicate with you to schedule the installation.

Section 6. Intellectual Property License/Ownership. Gimbal hereby grants to you a non-exclusive, non-assignable, non-transferable, limited license to use any software or intellectual

property incorporated in any purchased goods or services according to these Terms. You agree that you have no right, power, or authority to make any modifications to or unauthorized copies of the software or intellectual property. You agree not to modify, translate, reverse engineer, decompile, disassemble, or create derivative works of the software or intellectual property or assist someone in performing such prohibited acts. Additionally, you understand and acknowledge that we will remain the sole and exclusive owner of all intellectual property rights incorporated in any such goods or services (and any related documentation, instructions, or other materials provided therewith), subject to your limited license to exploit the goods or services pursuant to the Terms hereof and any applicable license agreement(s). For clarification, you will not acquire ownership rights in and to the intellectual property rights incorporated in any purchased goods or services.

Section 7. Third-Party Software. Operation of the Simulator may require you to access or use of third-party software. Such third-party software must be acquired or purchased by you separately from this Purchase. Gimbal is not responsible for your purchase or use of any third-party software.

Section 8. Dispute Resolution. Please carefully read this provision, which applies to any dispute between you and Gimbal.

- (a) If you have a concern or dispute, please send a written notice describing it, your desired resolution and your contact information to us [here](#). We commit, and you agree, to use reasonable efforts to settle any dispute directly through good faith negotiations.
- (b) Waiver of Jury Trial. YOU AND GIMBAL HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY.
- (c) CLASS ACTION WAIVER. You and Gimbal agree that any proceedings to resolve Disputes will be conducted on an individual basis and not in a class, consolidated, or representative action. This means that you and Gimbal both agree to waive the right to participate as a plaintiff as a class member in any class action proceeding.
- (d) All disputes arising hereunder shall be resolved by a court located in Hamilton County, Cincinnati, Ohio, or a United States District Court, Southern District of Ohio, located in Cincinnati, Ohio, except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located within Hamilton County, Ohio or the United States District Court, Southern District of Ohio located in Cincinnati, Ohio, for the purpose of litigating all such claims or disputes that are not subject to arbitration. You hereby waive any and all jurisdictional and venue defenses otherwise available.
- (e) These Terms are governed by, and to be interpreted according to, the laws of the State of Ohio. Any prior agreements, oral statements, negotiations, communications or representations about the Simulator are superseded by these Terms.

Section 9. Limited Warranty. Gimbal expressly warrants for a period of twelve (12) months from the date of delivery that the component parts, including the CMGs incorporated into the Product will be reasonably free from defects in material and workmanship, and that when property handled in accordance with Product instructions, will conform to manufacturer specifications. This Limited Warranty only applies to parts which are used in the manner instructed by Gimbal. Gimbal will, at its option, repair or replace, without charge, if the Product fails to perform as warranted solely due to a manufacturing defect within the warranty period. For service under this Limited Warranty, you

must notify Gimbal of a defect prior to the expiration of the above mentioned warranty period in writing and include a description of the issue involved. The parts must be stored, handled, installed, used and maintained in accordance with instructions provided by Company, and this Limited Warranty is conditioned upon compliance with all such instructions.

Section 10. Disclaimer of Warranties; Limitation of Liability. EXCEPT AS SET FORTH HEREIN, THE SELLER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, OF ANY GOODS WHICH THE SELLER SHALL SUPPLY TO BUYER UNDER THIS AGREEMENT. THE SELLER SHALL BE IN NO WAY RESPONSIBLE FOR THE PROPER USE AND SERVICE OF THE GOODS, AND THE BUYER HEREBY WAIVES ALL RIGHTS OF REFUSAL AND RETURN OF GOODS.

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, IN NO EVENT SHALL GIMBAL OR ANY OF ITS AFFILIATES, AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS AND PARTNERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT A PROPOSED DEFENDANT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, IN NO EVENT SHALL GIMBAL'S OR ANY OF ITS AFFILIATES, OR THEIR RESPECTIVE SHAREHOLDERS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS AND PARTNERS AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS YOU ACTUALLY PAID TO GIMBAL PURSUANT TO THIS AGREEMENT.

PLEASE NOTE THAT SOME STATES DO NOT ALLOW FOR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND THEREFORE, THIS LIMITATION MAY NOT APPLY TO YOU.

Section 11. Force Majeure. Our obligations under these Terms (other than your payment obligations) will be suspended to the extent that we are wholly or partially precluded from complying with our obligations under these Terms by force majeure. Force Majeure includes, but is not restricted to, fire, storm, flood, earthquake, explosion, accident, act of the public enemy, war, rebellion, insurrection, sabotage, outbreak, epidemic, public health emergency, quarantine restriction, labor dispute, labor shortage, transportation embargo or failure, curtailment or delay in transportation, act of God, act (including laws, regulations, orders, advisories, disapprovals or failure to approve) of any government or public health agency or authority, whether national, statewide, municipal, or otherwise, or any other event or circumstance beyond our control.

Section 12. No Resellers. We may unilaterally cancel any order that we believe has been made with a view toward resale of the Simulator or that has otherwise been made in bad faith.

Section 13. Modification and Waivers. These Terms may not be modified, altered or amended unless expressly agreed to in writing and signed by a duly authorized representative of Gimbal. No failure by Gimbal to enforce any right or provision of these Terms will constitute a waiver of future enforcement of such right or provision. Any waiver will be effective only if in writing and signed by a duly authorized representative of Gimbal. These Terms and Waiver represent the entire agreement governing your Purchase of the Simulator, and any prior agreements have no force or effect. All provisions of this agreement which by their nature should survive, will survive termination, including without limitation, disclaimers, dispute resolution, and limitation of liability

Section 14. Assignment. You may not assign your rights under these Terms without our express prior consent. We may assign our obligations under Terms at our discretion without your consent. Any assignment in violation of these Terms will be null and void.

Section 15. Contact Us. Feel free to contact us [here](#) at any time with any questions, comments or feedback about your Purchase or these Terms.

Section 16. Consent to Electronic Communications. The communications between you and us use electronic means, whether you visit our website or send us emails, or whether we post notices on our website or communicate with you via e-mail. For contractual purposes, you (1) consent to receive communications from Gimbal in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Gimbal provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.