



WARRANTY POLICY

SCOPE OF WARRANTY

1. “Defects” in material, workmanship, functionality and faulty design on the part of CTS during the warranty period shall mean:

a. in terms of hardware, including replacement parts, spares, repairs, full flight simulators and lower level devices, shall mean failure of the hardware which has not been caused by the exclusions detailed in this policy; or

b. in terms of software shall mean software lock ups, freezes or crashes.

2. CTS warrants that the Product shall be free from Defects during the warranty period.

3. Buyer’s team shall be responsible for ensuring that in-service operation and maintenance is carried out in accordance with the CTS In-service Support Policy and approved procedures.

4. In the event that a Defect arises during the Warranty Period CTS’ sole liability in respect of such defect shall be:

a. in respect of hardware to replace or repair, at its sole discretion and expense, any part in accordance with the CTS In-service Support Policy process; for installation and validation by the Buyer’s maintenance team; or

b. in respect of software developed solely by CTS, provide a software fix for installation and validation by the Buyer’s maintenance team.

5. CTS’ warranty does not extend to:

a. Consumables; or

b. Buyer Furnished Equipment; or

c. Third Party Software, Aircraft Data and/or Aircraft Parts which shall be covered by the relevant manufacturer’s warranty; or

d. changes to or additional software functionality from the baseline software accepted by the Buyer at acceptance, other than where the software Defect was identified during acceptance;

e. failure by the Buyer to keep the affected hardware or software current and in good working order in accordance with OEM recommendations and regulatory requirements.

6. During the warranty period should the Buyer have a claim under an OEM warranty CTS will manage such claim on the Buyer’s behalf but shall have no liability for rectification of any Defects in the OEM’s hardware or software. CTS reserves the right to charge for any investigative works required to support such OEM warranty claim in accordance with the CTS In-Service Support policy and in the event that Defect rectification requires additional or upgraded software any additional licence fees chargeable by the relevant OEM shall be the responsibility of the Buyer.

7. CTS shall not be liable for any Defect arising from:

a. fair wear and tear or cosmetic defects; or

b. failure to install and operate the software in accordance with CTS’ instructions; or

c. failure to operate and maintain the hardware in accordance with CTS’ recommendations and regulatory requirements; or

d. use in conjunction with non-CTS hardware or software including where such non-CTS hardware or software fails to meet CTS’ specifications and/or recommended minimum computer requirements; or

e. use in conjunction with non-CTS hardware or software drivers; or

f. network and/or local operating system security policies that do not meet CTS’ specified and recommended minimum requirements; or

g. incompatibility with the Buyer’s IT and/or facilities infrastructure;

h. modifications made by the Buyer; or

i. misuse including operation or use outside of the intended reasonable scope of use for the Product.

8. CTS reserves the right to charge for any additional support that may be required by the Buyer’s maintenance team including but not limited to costs associated with onsite attendance to implement a software fix and/or install repaired or replaced items.

WARRANTY PROCESS

9. Warranty claims shall be notified in writing to CTS via CTS’ online support portal no later than fifteen (15) days after discovery of the Defect giving applicable details of part number, serial number and fault description including where possible, or applicable given the nature of the Defect:

a. evidence of incorrect system behaviour; and

b. Snapshot file(s); and

c. Screenshots; and

d. any files created by the flight training device’s discrepancy reporting utility; and

e. details of any troubleshooting activities that have been undertaken and the outcome of these; and

f. the Buyer’s maintenance logs and records; and

g. Navigation database files and configuration files.

10. For the avoidance of doubt in the event that the Buyer either:

a. fails to notify CTS of the defect within fifteen (15) days of discovery resulting in further impairment; or

b. fails to provide sufficient detail and/or access to relevant maintenance records to assist CTS in resolving the defect,

then CTS reserves the right to charge for any rectification works required in accordance with its standard Support policy.

11. CTS shall provide a response acknowledging defect notification within one (1) business day of receipt.

12. Buyer shall take all steps necessary to carry out the warranty service procedures, recommendations and/or any directives provided by CTS within a reasonable time after the same have been communicated to Buyer.

13. Failure by the Buyer to implement any procedures, recommendations and/or directives in a timely manner shall exclude any continued failure from any applicable availability or service level guarantee calculations and any further impairment from the scope of this warranty.

14. In the event that any warranty claim is dealt with by an authorised repair facility for CTS products, as notified to the Buyer by CTS, then CTS shall reimburse the Buyer for any reasonable expenses incurred in respect of such local warranty repair.

15. The warranty period for repaired or replacement parts provided by CTS under the provisions of this warranty shall be the balance of the relevant warranty period extended by the period from receipt of the warranted item by CTS until receipt of the repaired item to the Buyer.

GENERAL

16. During the warranty period, the Buyer’s access to CTS’ In-Service Support shall be free of charge for all warranty claims.

17. Rectification of any defects not covered under this warranty shall be chargeable at CTS’ prevailing rates in accordance with CTS’ Standard Conditions of Sale. For the avoidance of doubt non-warranty defect rectification will not commence until such time as the Buyer has confirmed its acceptance of CTS’ quotation for the same in writing.

18. Except for the express warranties stated in this Warranty Policy, CTS grants no other warranties relating to defects in the design, materials or workmanship and all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

19. The warranty remedies provided in this Warranty Policy shall be the Buyer’s sole and exclusive remedies for breach of warranty and shall constitute CTS’ sole liability with respect to breach of the warranty specified hereinabove.

20. This warranty shall not be assigned or transferred by the Buyer to any third party without the prior written consent of CTS.