HKPAPA Solutions Terms and Conditions

Version SOL-2026-11-20-v7 | 20 November 2026

For institutional simulator equipment and related educational services supplied through education solution partners. These Terms are separate from general website terms of use and apply when incorporated into an agreed Order.

Please read clauses 3, 5, 7, 8, 9, 11, 12, 13, 15 and 16 carefully. They address Customer and School obligations, payment, damage, software and cybersecurity, supervision, safe shutdown, manufacturer warranties, intellectual property, liability and indemnity.

1 Application and contracting parties

1.1 These HKPAPA Solutions Terms and Conditions (Terms) govern the supply of simulator equipment, installation, demonstrations, educational talks, teacher training and support expressly identified in an accepted Order. They are separate from general website terms of use and apply only when incorporated into an Order before the contract is formed.

1.2 HKPAPA means the supplier entity identified in the Order, using the business name Hong Kong Professional Airline Pilots Association and Chinese name 香港專業飛行員協會有限公司. Customer means the purchasing organisation identified in the Order. School or End User means the named end-user institution; Equipment, Services, Site, Price and dates mean those specified in the Order. Business Day excludes Saturdays, Sundays and Hong Kong public holidays.

1.3 The Customer buys as principal, including where it is an education solution partner or reseller. It is responsible for its separate contract with the School. No agency, joint venture, franchise, employment or authority to bind HKPAPA is created. The Customer must not represent itself or the School as authorised to make commitments for HKPAPA. These Terms do not make a director or employee a personal guarantor.

2 Formation and incorporation

2.1 An Order is a purchase order, short service agreement or written order confirmation signed by authorised representatives of both parties. The contract is formed when the second party signs and communicates the signed Order. A quotation, invoice, delivery or payment alone does not replace this acceptance procedure. An already concluded contract is not retrospectively changed by posting these Terms.

2.2 Before signature, HKPAPA must provide the Customer with the complete Terms as a downloadable or attached copy, identify their version and date, and provide the exact website URL if published. The Order incorporates that identified version. The Customer acknowledges receipt, reasonable opportunity to read and seek advice, and particular notice of clauses 3, 5, 7, 8, 9, 11, 12, 13, 15 and 16. The full identified copy must be provided; an instruction merely to read an unspecified website does not satisfy this contractual procedure.

2.3 The contract documents apply in this order of priority: Special Conditions signed by both parties, the signed Order, any specification expressly identified and agreed in the Order, and this identified version of the Terms. A document with higher priority prevails only to the extent of an actual conflict. Any change to clause 15 or 16 must expressly identify the change and be signed by both parties. The Customer's contract with the School is separate. Any buyer, School, tender, portal or invoice terms proposed for this supply apply only if HKPAPA expressly agrees to them in writing.

2.4 Website changes apply only to future Orders. An existing Order can be varied only by a written variation signed by both parties. Routine scheduling may be agreed by the designated contacts by email within the existing scope. No scope, fee or liability variation arises merely from a request by a teacher or technician.

3 Education partner and School arrangements

3.1 The Customer buys in its own name and is responsible to HKPAPA for securing and maintaining the School's compliance with the applicable site, custody, safety, supervision, maintenance, security, licensing, incident, privacy and intellectual-property requirements in clauses 4 and 6 to 14. Arrange the applicable custody and site requirements before delivery and the applicable operating requirements before commissioning or use under clause 3.3.

3.2 The Customer agrees its own commercial contract with the School. The Customer need not name HKPAPA, identify this Order, give HKPAPA enforcement rights, obtain HKPAPA's consent to amendments or provide the School contract or extracts to perform this supply contract. On reasonable request, the Customer must confirm in writing that the arrangements under clause 3.1 are in place and provide the separate safety acknowledgment and operational records expressly required by these Terms.

3.3 Before operational commissioning or use, the Customer must obtain Part A of the separate School and Teacher Safety Acknowledgment, signed by the authorised representative of the actual School operating entity and accepted

by HKPAPA. Safe installation checks and controlled staff-only training may take place before the responsible teacher signs Part B. The Customer must obtain signed Part B after the teacher has studied the Terms and manuals and completed training, and before use by pupils, parents or other users outside that staff training. A teacher may bind the School only with actual authority. HKPAPA may defer affected work or use until the applicable arrangements and safe conditions are in place. Delivery does not waive these requirements. Additional visits require an agreed quotation.

3.4 The Customer must not attribute additional warranties, software rights, accreditation, educational outcomes, response times or service commitments to HKPAPA. It may make its own separate commitments at its own risk and cost. Complaints should be coordinated through the Customer, without restricting urgent direct safety reports. Neither the Customer nor School may admit liability, compromise a claim or incur expenditure on HKPAPA's behalf without written authority.

3.5 These arrangements do not bind students, parents or other non-signatories to a waiver, eliminate their independent rights, or remove duties imposed on HKPAPA by law. The Customer must not describe them as doing so.

3.6 Before resale or handover, the Customer must provide the School with the applicable third-party warranty terms and claim contacts, to the extent provided by HKPAPA under clause 11.2, safety instructions and user manuals, disclose software and support exclusions, and identify who is responsible for installation, IT administration and supervision. The Customer must not promise that a home-use licence or warranty covers school or commercial use, that any child can use the Equipment without limits, that HKPAPA guarantees safety or cybersecurity, or that the equipment is an approved aviation training device. The Customer bears the cost and responsibility of its unauthorised representations and wider downstream commitments, subject to clauses 15 and 16.

3.7 The Customer must ensure the School's appointment of a responsible trained teacher or adult staff lead, a trained alternate, and an authorised IT contact. The School must brief replacement staff before they operate or supervise and retain dated records. The School undertaking creates a separate limited relationship with HKPAPA for the duties it states, not a general School obligation to pay the Customer's debt. Neither teacher acknowledgment nor a parent safety notice is a personal guarantee or a waiver of a pupil's independent rights.

3.8 Termination, variation, a payment dispute or non-performance under the Customer's separate contract with the School does not by itself cancel, postpone or vary the Customer's obligations to HKPAPA. Direct operational communication with the School is permitted for delivery, safety, training and support within the agreed scope; it does not itself appoint HKPAPA as the School's ongoing operator, safeguarding manager or IT administrator or expand the Order. The separate School undertaking and duties imposed by law remain effective according to their terms.

4 Scope and educational limitations

4.1 Only the goods, quantities, specifications, location, sessions, hours, licence rights and support period expressly included in the Order are supplied. Additional equipment, furniture, building or electrical works, IT administration, ongoing teaching, on-site maintenance, software subscriptions and replacement consumables are excluded unless expressly included. Substitutions affecting specification, safety or compatibility require written Customer approval before supply.

4.2 Equipment and Services are for supervised educational familiarisation. Unless expressly agreed and supported by the relevant regulatory approval, they are not certified flight training devices, licensed flight training, flight-hour credit, operational aviation advice or a recognised qualification. No academic, employment, admissions or licensing outcome is guaranteed. This does not displace an expressly agreed specification or fitness obligation imposed by law.

4.3 Each party must comply with applicable law. The Customer must obtain School procurement, premises, funding and internal approvals and must disclose material site rules in advance. It must not require HKPAPA to accept undisclosed tender conditions or regulatory obligations. HKPAPA remains responsible for legal requirements applicable to its own supply and personnel.

4.4 The supplied computer and peripherals are general-purpose computing and simulation equipment, not a managed school IT system, medical device, safety system or child-monitoring service. Unless expressly included in an Order, HKPAPA does not provide network management, antivirus subscriptions, content filtering, backups, penetration testing, incident response, regulatory certification or ongoing security monitoring. This description does not excuse compliance or reasonable care in the Equipment or work HKPAPA actually supplies.

5 Price payment and default

5.1 Price, currency, payment milestones and any allocation are stated in the Order. Unless expressly varied, prices are in Hong Kong dollars. A package allocation is for accounting, remedies and termination valuation, not an entitlement to buy components separately. Additional costs require written scope and price approval before they are incurred.

5.2 The Customer must pay cleared funds by the stated due date. The obligation is independent of payment by the School, grant reimbursement and any dispute under the School's contract. Payment details are stated in the

Order or HKPAPA invoice. Independently verify any inconsistent or changed instructions through a previously known contact before paying. Do not send payment-card credentials to HKPAPA.

5.3 The Customer must promptly identify a genuinely disputed amount and reasons, pay the undisputed balance when due, and cooperate in resolution. Payment is without set-off or deduction except where required by law or agreed in writing. Nothing prevents the Customer bringing a lawful claim or obtaining a court remedy.

5.4 If an undisputed amount remains overdue, HKPAPA may give five Business Days written notice and suspend unperformed Services and discretionary support until payment. It must not remotely disable Equipment, interrupt a live session, withhold safety notices or defeat non-excludable rights. Record warranty claims received during suspension. The applicable warranty terms and the Customer's statutory rights govern validity. Suspension does not automatically extend a fixed support term; any revised schedule must be agreed. HKPAPA may recover reasonable documented debt-recovery costs to the extent lawfully recoverable; no automatic penalty or unspecified interest applies.

6 Site readiness delivery and installation

6.1 The Customer must procure safe access, delivery and unloading arrangements, a secure dry ventilated indoor area, stable level supports and suitable furniture, safe egress, adequate compliant mains electricity and protective devices, authorised network access, and a responsible School contact. It must disclose access restrictions, stairs, load limits, special safeguarding rules and installation hazards before the agreed visit.

6.2 HKPAPA must use reasonable care and skill in delivery and installation, follow applicable manufacturer instructions and make safe the work it performs, including securing its cabling and mounting within the agreed scope. A School inspection does not transfer responsibility for an HKPAPA installation defect. The Customer is responsible for subsequent site changes and hazards it or the School creates.

6.3 Dates are those agreed in the Order or confirmed under clause 10.1. A target date is not a guaranteed deadline unless expressly stated. HKPAPA must promptly report a likely delay and propose mitigation and revised dates. No additional delay charge arises without an agreed quotation. If access, licences or safe conditions are missing, HKPAPA may defer affected work under clause 3.3 or 9.5. Neither party may backdate a delivery or acceptance record.

6.4 The site assessment must address electrical supply and loading, sound mounting, ventilation, trip hazards, safe access to power isolation, surrounding combustible materials and any battery or backup-power device. Do not overload sockets or daisy-chain extension units. Electrical work requiring a registered electrical contractor must be performed by one, under a separately agreed scope where not included. Ordinary equipment supply does not certify the entire School premises or electrical installation; HKPAPA must still meet requirements applicable to its own products and work.

6.5 On reasonable advance request, HKPAPA will provide proportionate lawful confirmation of relevant staff training, identity or vetting status needed under disclosed School safeguarding/access requirements. Do not send unrestricted identity or background-check records or pupil data where status confirmation or supervised access will suffice. Any required extra checks, consent, lead time, cost and access restriction must be agreed; neither party may promise that a check has occurred when it has not.

7 Inspection acceptance risk and ownership

7.1 At handover HKPAPA will invite a Customer or designated School representative to check the agreed inventory, basic power-up, safe mounting and cabling and agreed functional demonstration using properly licensed software if available. The acceptance note should record serial numbers, test result, missing items, known issues and any software-related limitation. The Customer authorises its named School contact to record physical handover and test results only, not vary price, scope or liability.

7.2 The Customer has seven calendar days after completed installation and a reasonable opportunity to inspect to notify visible shortages or non-conformity with reasonable details. If no notice is given, or the Customer knowingly puts the Equipment into normal educational use, it is accepted for readily observable matters. HKPAPA must address notified shortages or non-conformity for which it is responsible under the contract and applicable law. Product-warranty claims follow clause 11. A minor snag that does not prevent safe intended use does not justify rejection of the entire package.

7.3 Clause 7.2 does not affect liability that cannot lawfully be excluded.

7.4 Risk of accidental loss or damage passes on physical delivery into the custody of the Customer or its authorised School recipient at the Site. HKPAPA remains responsible for loss it causes during installation or later work. Title to the physical Equipment passes only when the full Order Price is paid, subject to applicable law. Hardware ownership does not transfer intellectual property or include any software licence. Clauses 8 and 13 govern software and intellectual property.

7.5 Until title passes, the Customer must keep the Equipment identifiable and secure, procure appropriate insurance and retain control of its storage or authorised educational possession at the School. It must not transfer

or purport to transfer title, pledge or dispose of the Equipment before HKPAPA is paid. Before delivery to the School while payment is outstanding, the Customer must obtain separate written acknowledgment of retained title and arrange lawful access. The School's purchase contract need not include any reservation in favour of HKPAPA. Recovery is subject to clause 7.6 and applicable law.

7.6 If payment remains overdue for fourteen calendar days, HKPAPA may, after a further three Business Days written notice, seek return of unpaid Equipment. Recovery requires the lawful occupier consent or appropriate court process. There is no right of forced entry, unsafe disconnection or disruption of safeguarding. Recovered value, reasonable costs and amounts already paid must be fairly accounted for; HKPAPA cannot recover twice for the same loss.

7.7 Following delivery, the Customer is responsible for the Equipment custody and accidental-loss risk and must procure School responsibility for authorised daily operation, security, inspections, maintenance, later movement and access control. The Customer must pay for damage caused by its or the School misuse, negligence or unauthorised changes; repairs require an agreed quotation. Theft, malicious damage, flood and accidental damage are not free warranty repairs merely because a contractual warranty period remains. A completed delivery does not establish that damage was caused by misuse. Ownership remains subject to clause 7.4 until payment, and HKPAPA remains responsible for its own legally actionable acts, omissions and original defects.

7.8 As between HKPAPA and the Customer, the Customer bears the reasonable repair or replacement cost of Equipment damage established to have been caused after risk transfer by misuse, rough handling, unauthorised alteration or failure to follow the manual or safety requirements by the School, its staff, pupils, parents or other permitted users. This contractual allocation does not depend on the Customer first recovering money from a pupil, parent or the School. HKPAPA must identify the damage and reasonable causal basis, allow a reasonable inspection and agree any chargeable work by quotation; allow for age, pre-existing condition, salvage and avoided costs. There is no automatic fine or new-for-old windfall. HKPAPA bears the extent attributable to its own defect, negligence or breach; ordinary wear and an unexplained failure are not automatically misuse. No pupil or parent is made personally liable by this clause.

8 Software accounts and compatibility

8.1 Flight-simulation software, add-ons, subscriptions and online simulation services are excluded unless the Order expressly identifies an included licence. For this School supply, the School/End User must purchase the flight-simulation software, acquire and maintain the appropriate licences and subscriptions in its own name and at its own cost, and control its own publisher accounts. The Customer must procure that this is done before commissioning or software-dependent Services. The School must read and understand the actual publisher licence and determine whether it permits the intended institutional, shared-device, multi-user, demonstration, public/event, livestream and other use. A personal or home-use licence must not be assumed to cover school or commercial activities. Operating-system or other computer licences are included only if expressly specified in the Order.

8.2 Before software-dependent use, the Customer must procure that the School supplies authorised access, suitable account permissions and evidence of applicable software rights on reasonable request, without sharing passwords in the Order or general correspondence. The School must comply with publisher restrictions, user/device limits, content/add-on licences, updates and subscription conditions; manage age-appropriate accounts and third-party data disclosures; and renew any required rights. HKPAPA is not the publisher, licensing adviser or legal representative of the School and does not grant a licence merely by supplying compatible hardware, demonstrating it or giving incidental installation assistance. HKPAPA will not knowingly install or use unlicensed software and remains responsible for its own actionable conduct.

8.3 Compatibility is limited to the configuration, software version and peripherals identified in the Order or handover record at delivery. Future publisher updates, licence restrictions, online availability, accounts and third-party changes are outside HKPAPA's control. Compatibility statements do not confer licence rights. HKPAPA remains responsible for its own incorrect configuration or expressly promised integration work; a third-party label does not excuse its own breach.

8.4 The Customer must procure backup and appropriate IT security before authorised support or changes. No unauthorised remote access, telemetry, student profiling or software installation is permitted. Material changes needed after a third-party update require an agreed quotation unless covered by the Order or an existing legal obligation.

8.5 Before connecting the Equipment to any School network, the Customer must procure approval by the School authorised IT administrator and a suitable deployment assessment. Unless a managed-security service is expressly included, the Customer and School must administer their networks, user accounts, internet/content controls, firewalls, supported endpoint protection, tested security updates, recovery arrangements and backups. They must use a restricted user account for students, protect administrator access, use unique passwords and multi-factor authentication where available, restrict removable media and downloads, and separate the simulator from pupil records, payment systems and other sensitive networks. If those safeguards are not ready, keep the Equipment disconnected from the School network until the IT administrator approves connection.

8.6 At handover HKPAPA must disclose any remote-access software it installed, known material security limitations and support/end-of-life information available for the agreed configuration. No undisclosed persistent remote account or access tool may remain active. The Customer must change temporary credentials and take control of accounts; HKPAPA must remove its temporary access unless continuing access is separately authorised. HKPAPA must exercise reasonable care in its supplied configuration and avoid knowingly introducing malware or unauthorised software. No system is promised to be invulnerable or continuously available.

8.7 Remote support is permitted only with the School authorised IT representative approval for the specific session or a separately documented access arrangement. Use least-privilege access, approved tools and an adult School contact; terminate access when the task ends and retain a proportionate support record without unnecessary pupil information. HKPAPA must not disable security controls or materially change network settings without written authorisation and an agreed safe method. Customer approval does not excuse negligent work.

8.8 The Customer must procure prompt isolation and reporting of suspected compromise, protection of people first, preservation of relevant evidence and involvement of the School IT lead. Neither party may conceal a known relevant security incident or prevent legally required reporting. HKPAPA has no duty to restore data, pay ransom, conduct forensic work or operate a response service unless expressly agreed or required because of its own breach or by law. Additional assistance requires an agreed scope and price. No automatic remote wipe, account lockout or withdrawal of safety information is authorised.

8.9 Subject to clause 15, HKPAPA is not responsible to the extent an incident is caused by Customer or School networks, credential disclosure, phishing, unapproved downloads, infected removable media, disabled controls, unauthorised access or failure to maintain appropriate backups or supported security updates. A cyberattack or third-party vulnerability alone is not proof of absence of HKPAPA fault: its negligent configuration, insecure retained access or breach of an expressly agreed security obligation remains subject to applicable law and clause 15. No clause prevents regulatory investigation or statutory responsibility.

9 Safe use supervision and safeguarding

9.1 No student may use the Equipment without continuous, direct supervision by a trained teacher or adult School staff member able to see the user, intervene immediately and safely stop the activity. A trained supervisor must remain present throughout; HKPAPA's instructors do not replace the School's pastoral supervision and discipline. Students must never supervise each other as substitutes for trained adults.

9.2 Permit only one operating user at a time unless the manufacturer expressly permits another arrangement and HKPAPA has approved it in writing. Observe manufacturer age, height, weight, seating, electrical and force-feedback limits. Use the lowest force-feedback setting suitable for the participant within manufacturer limits. Do not stand, climb, hang, strike, pull roughly, apply excessive force or sit/lean on any part other than the intended seat. Keep observers and fingers clear of moving controls, joints, seat rails and pinch points; keep liquids, bags and trailing cables clear. Where manufacturer limits are missing or unclear, seek clarification before use.

9.3 The School must assess participant suitability, provide age-appropriate warnings and breaks and follow manufacturer's health guidance, including for photosensitive seizures, dizziness, motion sickness and other relevant conditions. Obtain parent or guardian permissions where appropriate and any medical advice needed by the individual. Participation must stop immediately if the user is unwell. No medical diagnosis or assurance of individual fitness is supplied by HKPAPA; unnecessary medical records should not be sent to it.

9.4 Before each session check mounting, seat stability, cables, plugs, visible damage, ventilation, obstructions and the stop or power-isolation procedure. Set suitable force-feedback levels and demonstrate safe entry, exit and stopping. Apply the shutdown and disconnection procedure in clause 9.11 after use; secure the Equipment against unauthorised access. Do not open, relocate, rewire, bypass protection or modify it without written authorisation. Necessary emergency action to protect people is permitted and must be reported.

9.5 Stop and isolate Equipment immediately for a suspected safety defect, unusual heat, smell, electrical fault, unstable mounting or unsafe operation. Keep users away and promptly notify HKPAPA and the Customer. HKPAPA may refuse or stop work or a session where reasonably necessary for safety and must explain the issue and reasonable resumption conditions. A safety stop does not excuse HKPAPA from correcting its own defect.

9.6 For injury or an immediate emergency obtain appropriate emergency assistance first. Preserve relevant equipment, incident details and evidence where safe; report promptly without admitting liability for another party. The School controls pupil attendance, safeguarding, behaviour, emergency contacts, accessible participation, first aid and premises emergency arrangements. HKPAPA must follow disclosed reasonable safeguarding rules and remains responsible for its own staff and contractors.

9.7 HKPAPA does not undertake ongoing supervision or premises management outside its agreed attendance. The Customer must procure that only trained staff operate later sessions. Completion deadlines do not authorise untrained use. Fault-based liability remains governed by clause 15; this clause is not a waiver of injury claims.

9.8 Before any use, the Customer must procure that each adult operator and supervisor actually reads and understands the applicable manufacturer user guides, assembly instructions, warnings, load and user limits, maintenance requirements, force-feedback settings and HKPAPA handover guidance. Manuals must be supplied

or made reliably accessible before use. Keep an accessible current copy beside or readily available to the Equipment and a dated staff acknowledgment and training record. A signed declaration is evidence of the process, not a substitute for reading or competent supervision. Where guidance is missing, unclear or inconsistent, stop the affected use and seek clarification; never bypass a manufacturer safety restriction.

9.9 The School must brief users in language and terms they understand, assess the activity for the actual age group and site, ensure observers remain at a safe distance, and arrange trained replacement supervisors and refresher briefings after material changes. The Customer must ensure these obligations continue if staff change or the Equipment is resold or relocated. Training does not appoint HKPAPA as the School's ongoing safety manager or relieve either party of its own duties.

9.10 The Customer must retain proportionate delivery, manual-receipt, staff-training, maintenance, inspection and incident records and provide relevant records on reasonable request for a genuine defect, safety or legal claim, redacting unnecessary pupil data. Do not alter or dispose of an incident item before a reasonable examination unless needed to protect people or comply with law. Failure to keep a record does not by itself prove causation or extinguish a non-excludable right.

9.11 Equipment must be supervised while powered and in use. Whenever no authorised activity is taking place, and before the supervising adult leaves, the School must follow the manufacturer's normal shutdown sequence, then switch off the power supply and unplug or safely disconnect all simulator mains supplies, including computer, screens and powered controls; isolate any separate battery or backup supply under its manufacturer safe procedure. Standby, sleep mode or closing the software is not power isolation. Switching and unplugging are for trained adults, using dry hands and the plug body, not pulling cables. In an emergency protect people first and isolate only if safe. Do not obstruct cooling while a shutdown/cooling step is required; maintain supervision until safe disconnection is complete. No unattended overnight operation, updates, downloads or remote support are authorised. If safe isolation is unclear, keep the affected Equipment out of service and seek qualified advice. This duty applies during breaks, after workshops, weekends and closures; it does not authorise changes to fixed School wiring or essential premises systems.

9.12 The supervision and safe-use requirements apply to every permitted user, including parents, visitors and adult workshop participants, not only students. A parent or visiting adult is not a trained supervisor merely by attending. The Customer must procure an age-appropriate user briefing and School communication of relevant warnings and participation arrangements to parents or guardians. The School must consider individual support needs and suitable adjustments; no child is required to provide a waiver as a condition created by these Terms. The Customer and School must prevent unauthorised public access, out-of-hours use and use at an unapproved location.

9.13 HKPAPA personnel may refuse to begin or stop an activity if safe conditions are missing or a required trained School supervisor is absent. For controlled staff-only training under clause 3.3, HKPAPA's trainer may supervise the Equipment demonstration and operation for that training. The School remains responsible for safeguarding and site control. The party whose breach causes a stoppage remains responsible under the contract. An unsupported safety allegation does not entitle HKPAPA to payment for every undelivered session.

9.14 Only trained adults may adjust, reposition, mount, dismount, secure or move the seat, pedals, yoke, screens or other components. First complete normal shutdown and isolate all relevant power, including any separate supply, under the manufacturer's safe procedure. No person may remain seated on or touching the Equipment during the adjustment or movement. Do not adjust or move the Equipment while powered, operating or carrying a user. Follow lifting and assembly guidance and obtain any required written relocation approval; emergency action needed to protect people remains permitted.

9.15 Promptly report an injury, equipment safety incident or near miss through the operational contact, then send a written factual report within two Business Days where reasonably practicable. Identify the Order, affected item, time, observed circumstances and immediate safety action without unnecessary pupil data or unsupported blame. Keep the affected item isolated and unaltered for a reasonable opportunity to inspect, except for necessary safety, lawful reporting or evidence-preservation action. This is an incident-management duty, not a contractual two-day bar on claims or mandatory remedies.

10 Sessions teacher training and rescheduling

10.1 The Order identifies the included sessions. Record their dates, duration, audience, delivery format and training hours in the Order or a later written scheduling confirmation under clause 2.4. A session awaiting scheduling remains part of the agreed package. The Customer coordinates School access, trained supervisors, pupil arrangements, venue and agreed audio-visual facilities. HKPAPA may use suitably qualified replacement personnel and remains responsible for their work.

10.2 Either party may request rescheduling with at least three Business Days notice, subject to mutually agreed availability. For a Customer or School cancellation with less notice, HKPAPA may charge only reasonable documented non-recoverable committed costs and reasonably evidenced net loss, after mitigation, capped at the affected session's agreed fee or attributable value under clause 10.5. A cancelled session is not automatically deemed delivered. No double charge applies where the slot is resold or costs avoided.

10.3 If HKPAPA causes a cancellation, it must reschedule without additional charge or refund the attributable value of the affected undelivered session under clause 10.5 if a reasonable replacement cannot be agreed. Severe Weather means Typhoon Signal No. 8 or above, Black Rainstorm Warning, or an Education Bureau class suspension affecting the activity. Affected sessions are rescheduled without an additional session fee, subject to safety and clause 18.

10.4 Teacher training covers the included workshops and their agreed duration and basic operation and safety scope. The School nominates responsible adult staff, maintains a training record and arranges refresher or replacement-staff training as needed. If the Order sets a deadline, Customer-caused failure to use reserved hours by that deadline may cause expiry without refund, but HKPAPA must first offer reasonable scheduling opportunities and a written reminder. HKPAPA-caused delay or Severe Weather requires a reasonable extension.

10.5 If the Order prices workshops as one package and gives no single-session price, any affected session is valued by its fair share of that package, having regard to its agreed duration, scope and resources. Where possible, agree that value in writing. Total session allocations cannot exceed the package price. This valuation applies to cancellation charges and refunds and does not limit a mandatory remedy or permit double recovery.

11 Third party warranty and limited claim assistance

11.1 HKPAPA does not give any warranty of its own for the Equipment. Any product warranty is given solely by the manufacturer, distributor or seller who issued it (Warranty Provider), on that provider's terms, and only to the extent it is actually issued, applicable to the Equipment and its use, and transferable. HKPAPA does not guarantee that any warranty exists, applies to school use or will be honoured. This clause is subject to clause 11.7.

11.2 On written request made within twelve months after actual delivery, HKPAPA will provide the Customer with the identity of the Warranty Provider, a copy of or link to its warranty terms, and the purchase evidence reasonably available to HKPAPA, for each item for which HKPAPA holds that information. If HKPAPA holds no warranty information for an item, it will say so. Some items, including furniture-type items, monitors and computers assembled from components, may carry no warranty or only component-level cover. No warranty is implied from a brand name or from HKPAPA's assistance.

11.3 The Customer or School must direct product-warranty claims to the relevant Warranty Provider using its published or supplied procedure where permitted. For twelve calendar months from the actual delivery date, HKPAPA will provide reasonable administrative assistance with eligible third-party claims, such as identifying the provider, supplying available purchase records, forwarding a claim and making reasonable follow-up enquiries. If the issuer requires the original purchaser to submit the claim, HKPAPA will reasonably assist with that submission during this assistance period. This is claim administration, not a promise to diagnose, repair, replace, refund, supply a loan unit or secure a successful claim. Product coverage and remedies are decided by the issuer under its terms; the assistance period does not extend them.

11.4 The Warranty Provider determines whether its voluntary warranty covers damage from misuse, excessive force, rough handling, drops, liquids, climbing, prohibited multiple users, unsupervised operation, breach of manuals, bypassed safeguards, unauthorised alteration or unsuitable power supplies. The actual warranty terms and applicable law govern refusal or cancellation of cover. An allegation alone does not establish misuse or its causal extent. Apply clauses 7.8 and 15 where responsibility is disputed.

11.5 The twelve-month assistance period ends on the first anniversary of actual delivery and is not restarted or extended by a report, correspondence, inspection, repair, replacement or an unresolved third-party claim. Before expiry HKPAPA will, on reasonable request, provide available claim references and provider contact information for the Customer to continue directly. After expiry, no warranty-claim administration, follow-up, repair coordination, technical support, maintenance, troubleshooting or goodwill assistance is included from HKPAPA under this Order. Any independent third-party warranty still in force remains governed by its own terms. Duties required by law and Services expressly agreed in a separate signed arrangement are unaffected.

11.6 Return carriage, collection, shipping, inspection, testing, repair and other third-party claim charges follow the applicable Warranty Provider terms and must be borne by the Customer unless the provider agrees otherwise or law requires otherwise. No chargeable work or HKPAPA administration fee is authorised without the Customer's prior written agreement to the amount or quotation. HKPAPA does not fund a rejected claim or pay a provider charge merely because it forwarded the request. Nothing in this clause may impose costs that defeat a mandatory remedy against HKPAPA.

11.7 Nothing in this clause 11 excludes or restricts any liability of HKPAPA that cannot lawfully be excluded or restricted. Subject to that, the Customer's remedies for defective Equipment are those in this clause 11 and clause 15.

11.8 The Customer must procure cooperation with genuine safety warnings, stop-use notices, recall checks and corrective action. HKPAPA must pass on relevant manufacturer safety notices it receives for identifiable supplied Equipment and meet its own legal obligations. Mandatory safety/recall action and legally required information are not cancelled by expiry of voluntary assistance. Rights and cost responsibility depend on the actual defect and law; no automatic entitlement to unrelated losses arises.

11.9 Used, refurbished, imported or modified items, if any, must be expressly disclosed before agreement. A computer assembled from components may have separate component warranties rather than one complete-system warranty; no complete-system cover is to be implied without actual issuer confirmation. General computing classification does not exempt a product or installation from applicable safety law.

11.10 Damage caused by a student breaking, striking, climbing on, spilling liquid on or otherwise misusing the Equipment is not a manufacturing defect merely because the user is a child or the incident occurs during a warranty period. Apply clause 7.8 and the actual Warranty Provider terms. No free HKPAPA repair or replacement is promised for that damage. Any contribution from defective supply or unsafe HKPAPA work remains assessable under clauses 11.7 and 15.

12 Remote support and maintenance

12.1 Remote technical support is included only if expressly listed in the signed Order, for its stated tasks, hours and period. It is separate from the limited third-party warranty-claim assistance in clause 11.3. No monitoring, maintenance, software support or on-site service is implied by a hardware sale. Unless an expressly signed separate arrangement provides otherwise, included technical support, if any, ends no later than twelve months after actual delivery; no continuation is promised after that cutoff.

12.2 Where support is expressly included, routine scheduled assistance should be requested in writing with the issue details at least three Business Days in advance. Agreed default hours are Monday to Friday, 9:30 am to 4:30 pm Hong Kong time, excluding public holidays. There is no guaranteed uptime, response or resolution time unless agreed. Safety reports must be sent promptly without waiting for a routine appointment. Necessary lawful defect handling is not discretionary technical support.

12.3 Support covers only the expressly agreed Equipment configuration and tasks. Third-party software/accounts, School networks, IT security, publisher outages, operating-system changes, misuse, on-site attendance and forensic work are excluded unless specifically included or required because of HKPAPA's own actionable conduct. Missing information may justify closing an administrative ticket after reasonable notice, not extinguishing a claim. Expiry of support does not end applicable legal duties or an independent Warranty Provider obligation.

13 Intellectual property and materials

13.1 HKPAPA and its licensors retain their intellectual property in presentations, training resources, designs and methods. On payment, HKPAPA permits the Customer and named School to use materials actually supplied for the School's internal non-commercial education, including teaching its own pupils. They may use supplied safety instructions when needed and use supplied materials to participate in agreed sessions before payment. No public upload, resale, sublicensing, extraction for a competing service or recording of sessions is permitted without written permission, except where law permits.

13.2 Third-party software and content remain subject to their actual licences. No HKPAPA trademark endorsement or right to use a School name or logo for marketing is implied. Any reference, testimonial, photography or co-branding requires separate written approval. Nothing transfers ownership of the Customer or School's existing materials.

13.3 If the Order expressly includes a live transmission to other approved School classes, HKPAPA permits only the agreed contemporaneous closed educational transmission of material it is entitled to license, to the named School's authorised audience. This limited permission prevails over clause 13.1 only for that agreed transmission. It does not authorise recording, replay, public links, social-media upload, resale or retransmission to other schools. Any licence conditions or lawful copyright exceptions applying to third-party material must separately be satisfied; these Terms do not override a statutory permitted act that cannot lawfully be restricted.

13.4 The Customer must procure an agreed streaming platform and responsible School operator, access restrictions, appropriate privacy notices and necessary participant permissions. Cameras and microphones must avoid unnecessary capture of pupils, background conversations and personal records. Disable recording and public sharing unless separately agreed with the relevant rights and permissions. HKPAPA remains responsible for the rights in material it supplies; the Customer and School remain responsible for theirs and for any wider use they arrange. Third-party platform interruptions are addressed under the agreed scope and fault-based liability rules, not treated as an automatic breach by HKPAPA.

13.5 Equipment ownership does not transfer copyright, source files, editable training resources, software publisher rights, trademarks or recordings. No School, teacher, pupil or parent existing or newly created work is assigned to HKPAPA by these Terms. Any commissioning of bespoke materials, recording rights, reuse licence, attribution or creator consent must be separately agreed; mandatory creator rights and applicable education exceptions remain subject to law. Each party must promptly notify a credible infringement complaint and cooperate in limiting harm without admitting another party's liability or making an unsupported assurance.

13.6 The Customer must not remove ownership notices, attribute modified or third-party materials to HKPAPA, imply School or publisher endorsement, or use HKPAPA identity to sell a wider service without written consent. Ordinary learning of ideas, independently developed materials and acts permitted by law are not prohibited merely

because similar educational topics are covered. No blanket ownership of general aviation knowledge or teaching methods is asserted.

13.7 The School/End User, as software purchaser and account holder, must verify rights in the simulator software, add-ons, scenery, aircraft models, music and other third-party content it selects, including any reproduction, screen capture, streaming, recording, public display or redistribution. Purchase does not transfer the publisher's copyright or give unrestricted educational use. Obtain publisher or professional advice where the licence is unclear and do not proceed with an unconfirmed restricted use. The Customer must procure and maintain School compliance under clause 3.1. HKPAPA's materials licences and any agreed closed livestream permission do not enlarge third-party rights or override applicable copyright law. No actual publisher licence has been approved by these Terms.

14 Personal data confidentiality and publicity

14.1 Each party is responsible for its own compliance with the Personal Data (Privacy) Ordinance (Cap. 486), applicable safeguarding rules and duties of confidentiality. Only necessary business contact, delivery, training and support information should be exchanged. The supply does not authorise collection of pupil identity, health or performance data, classroom recording, student analytics, cross-brand marketing or new data use.

14.2 If personal-data processing for the School is required, agree the purpose, roles, minimum fields, access, retention, deletion, security and any subcontracting or transfer in writing before processing. Remote support must be specifically authorised, use least-necessary access and avoid exposure of student records. Notify the other affected party promptly of a relevant suspected data breach and cooperate with legally required action. No routine session recording or silent remote monitoring is permitted.

14.3 No identifiable pupil photograph or video may be captured or used for publicity without prior written Customer and School approval, appropriate notices and valid parent or guardian or other legally appropriate permissions for the stated purpose. School approval alone is not a substitute for those requirements. Refusal must not affect access to the contracted education. HKPAPA must independently satisfy itself that its own use is lawful.

14.4 Keep non-public technical, pricing and business information confidential and use it only for contract performance, with disclosure to personnel or professional advisers on a need-to-know basis or as required by law. Exceptions cover independently developed, lawfully received and public information. On completion return or securely delete information no longer needed, subject to lawful retention and protected backups.

14.5 The Customer must procure that the School gives parents and users practical information about the activity, required supervision, suitability warnings, any agreed closed livestream and whom to contact about a concern. A parent information sheet is not blanket photography consent, permission for marketing, a waiver of injury claims or a promise to pay for damage. Any lawful personal claim against a parent or user requires its own factual and legal basis, not merely attendance at the activity.

15 Liability and exclusions

15.1 NOTHING IN THE CONTRACT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; FRAUD OR FRAUDULENT MISREPRESENTATION; BREACH OF AN IMPLIED UNDERTAKING AS TO TITLE THAT CANNOT LAWFULLY BE RESTRICTED; OR ANY OTHER LIABILITY OR REMEDY THAT LAW DOES NOT PERMIT TO BE EXCLUDED OR LIMITED. This applies to every exclusion, cap, remedy restriction, indemnity and procedure in the contract.

15.2 Subject to clause 15.1 and to the fullest extent permitted by law, HKPAPA's aggregate liability to the Customer arising out of or connected with a single Order, whether in contract, tort including negligence, misrepresentation other than fraud, breach of statutory duty or otherwise, is limited to the total Price paid or payable under that Order. Related claims under that Order share one cap.

15.3 Subject to clause 15.1 and to the fullest extent permitted by law, HKPAPA is not liable to the Customer for indirect or consequential loss, loss of profit, revenue, anticipated savings, business opportunity or goodwill. Those specified commercial losses are excluded whether direct or indirect. Reasonable direct physical-property damage, reasonable direct mitigation expense and reasonable direct costs of restoring data damaged by HKPAPA's breach are not excluded merely by labelling them consequential; the clause 15.2 cap applies where lawful.

15.4 HKPAPA is not responsible to the extent loss is caused by Customer or School negligence, breach of safety obligations, misuse, unauthorised changes, lack of suitable software licensing or independent third-party acts outside HKPAPA's assumed responsibilities. HKPAPA is not liable for any loss to the extent caused by the matters in this clause 15.4.

15.5 HKPAPA has no liability for any claim unless (a) the Customer gives HKPAPA written notice of the claim with reasonable details within twelve months after delivery of the relevant Equipment or performance of the relevant Service, and (b) if the claim is not settled, legal proceedings are issued within six months after that notice. This clause does not apply to liability referred to in clause 15.1 or to HKPAPA's claims against the Customer. The Customer must mitigate its loss, and neither party may recover twice for the same loss.

15.6 HKPAPA directors, officers, employees, agents and subcontractors, identified by those classes, may enforce the lawful exclusions and limitations in this clause under Cap. 623 for acts within their authorised role in performing the Order, subject always to clause 15.1 and any applicable legal controls. Any recoveries against HKPAPA and those persons for the same Order share the clause 15.2 cap where legally effective; there is no duplicate cap per person. This does not exclude personal liability that cannot lawfully be limited. The contracting parties may vary or rescind these expressly conferred rights without the beneficiary consent, to the extent permitted by Cap. 623.

16 Customer indemnity and insurance

16.1 Subject to clause 15.1, the Customer must indemnify HKPAPA against third-party claims and reasonable properly incurred defence costs to the extent caused by the Customer's breach of this contract, failure to procure promised School compliance, negligent acts for which it is legally responsible, unauthorised warranty or accreditation promises attributed to HKPAPA, or unlawful software or materials it supplies. This includes causative breaches of the manual-reading, supervision, maintenance, IT-security, licensing, resale-disclosure or authorised-access obligations. This includes claims by the School, its staff, students, parents and visitors arising from the matters above or from any misuse, lack of supervision or breach of clause 9.

16.2 The indemnity does not apply to the extent a claim is caused by the negligence or fraud of HKPAPA or its personnel. It must not be used to transfer liability that cannot lawfully be transferred.

16.3 HKPAPA must notify the Customer promptly of a claim and take reasonable steps to mitigate costs. HKPAPA may control the defence and settlement of the claim, and the Customer may participate at its own cost and must provide reasonable assistance. HKPAPA must consult the Customer before settling and must not settle in a way that admits fault on the Customer's behalf without its consent, not unreasonably withheld. Costs must be reasonable and no amount is recoverable twice.

16.4 The Customer payment and properly arising indemnity obligations are not subject to HKPAPA's liability cap; this does not enlarge the indemnity or remove applicable legal controls. The Customer must maintain appropriate liability insurance for its resale and activities and must procure that the School/End User maintains, or is validly covered by, appropriate public liability and equipment/property insurance for the Site, users and activities under its control. Assess cover for pupil, parent and visitor activities, misuse/accidental damage and fire against the actual policy terms; no policy is assumed to cover every such event. Obtain evidence before user activity and provide relevant certificates, insured parties, scope, limits and expiry on reasonable request. HKPAPA has no contractual obligation to purchase or arrange additional insurance for the Customer, School, Equipment or activities under this Order. Each party remains responsible for any compulsory insurance applicable to it by law. Insurance does not replace supervision, transfer non-excludable liability or guarantee that a claim will be paid.

17 Suspension termination and refunds

17.1 Either party may terminate the affected Order for a material breach not remedied within fourteen calendar days after written notice identifying the breach and required remedy. A serious immediate safety issue may justify immediate suspension while investigated; termination for an irremediable material breach may be immediate by written notice. Insolvency-related rights are subject to mandatory insolvency law.

17.2 There is no general cancellation for convenience unless agreed. If a Customer requests cancellation, the parties must account for delivered conforming Equipment, Services properly performed and reasonable evidenced non-recoverable commitments, less avoided costs and mitigation, without double recovery. Session cancellation is governed by clause 10.2. No automatic forfeiture of the whole Price applies.

17.3 On HKPAPA material default, the Customer retains lawful remedies for defective or undelivered supply. Any prepaid amount attributable to permanently undelivered Services or Equipment must be refunded after lawful accounting. Use the allocation in the Order and, for an affected session with no individual fee, clause 10.5. An allocation does not defeat a mandatory remedy. Amounts properly due remain payable; no payment for unperformed services is accelerated automatically.

17.4 Termination does not extinguish accrued rights or applicable warranties. Clauses concerning payment, title, safe custody of retained Equipment, licences, confidentiality, data, liability, indemnity, dispute resolution and lawful recovery survive to the extent needed to give them effect. Any return or removal must follow safe and lawful access arrangements.

18 Events beyond reasonable control

18.1 Neither party is liable for delay to the extent caused by an event beyond its reasonable control that reasonable precautions could not prevent, including Severe Weather, government restrictions, epidemic-related closure or serious infrastructure failure. A lack of funds, ordinary staffing difficulty or avoidable procurement delay is not automatically such an event.

18.2 The affected party must promptly explain the impact, mitigate and propose revised performance. Accrued payment for conforming delivered supply remains due. If the affected obligations cannot substantially resume within

sixty calendar days, either party may terminate the affected unperformed portion by notice. Unused prepayments for that portion must be refunded after fair accounting; neither party may charge for Services not delivered merely because the event occurred.

19 Notices and dispute handling

19.1 Contract notices must be sent to the postal or email contacts in the Order or a replacement notified in writing. Email is received when capable of being retrieved at the designated address, provided no delivery-failure notice is received; outside Hong Kong business hours it is treated as received on the next Business Day. Retain delivery evidence. Urgent safety communication should also use the operational contact. This does not govern formal service of court proceedings.

19.2 Designated managers should first attempt good-faith resolution within fourteen calendar days of a dispute notice. They may agree mediation, but neither discussion nor mediation prevents urgent relief, debt proceedings or commencement needed to preserve a limitation period.

19.3 Hong Kong law governs the contract and related non-contractual disputes. The courts of Hong Kong have exclusive jurisdiction, subject to any mandatory law. No mandatory overseas arbitration or foreign venue applies.

20 General provisions

20.1 The contract contains the parties' entire agreement on the supply. Neither general marketing statements nor a downstream promise changes its scope. Nothing excludes fraud, any non-excludable misrepresentation liability or an express contractual promise. Any restriction of misrepresentation remedies is subject to applicable law.

20.2 The Customer may not assign obligations or rights without HKPAPA's prior written consent, not unreasonably withheld for a suitable transferee. HKPAPA may subcontract to competent personnel but remains responsible for their work. An assignment of HKPAPA's performance obligations requires Customer consent. Neither party's failure to enforce a right is a waiver; waiver must be express in writing.

20.3 If a provision is unlawful or unenforceable, it is ineffective only to that extent, where lawful severance is possible without rewriting the bargain. The remaining provisions continue. This clause does not authorise a court to rewrite an ineffective exclusion into an enforceable one.

20.4 Except as expressly provided in clause 15.6 or where an Order expressly identifies another beneficiary and right, no person other than the parties may enforce this supply contract under Cap. 623. This clause does not affect the separate School undertaking or any independent statutory or tort rights.

20.5 Orders may be signed in counterparts or by a reliable and appropriate electronic signature agreed by its recipient. Each signatory confirms authority for the named contracting entity. Where special statutory, public-body or procurement signing rules apply, those rules must also be satisfied. A company stamp alone is not evidence that every required approval has been obtained.

20.6 An identified revised version applies to a new signed Order only when incorporated before agreement. If an Order already exists, revised Terms take effect only through a valid agreed written variation identifying the version and changes. Delivery or a website update does not automatically amend a contract. A School undertaking signed after completed supply needs a legally effective basis; identify remaining commissioning, training or other consideration where available and obtain advice rather than backdating.