FLYMASTER - General Terms and Conditions of Online Sale

1. Seller details and scope

These terms govern the sale of flight instruments and accessories by Flymaster Avionics, Lda. through www.flymaster.net to customers purchasing products for private use.

Seller: Flymaster Avionics, Lda.
Registered office: Centro Empresarial e Tecnológico, Rua de Fundões, n.º 151, Edifício S2 - 4.º andar, 3700-121 S. João da Madeira, Portugal.
Correspondence and returns address: Centro Empresarial e Tecnológico, Rua de Fundões, n.º 151, Edifício S2 - 4.º andar, 3700-121 S. João da Madeira, Portugal.
Email for orders and withdrawal notices: sales@flymaster-avionics.com

Purchases for business purposes or resale are subject to separately agreed terms, without prejudice to applicable mandatory law. LiveTracking subscriptions and other digital services are subject to their own terms, without affecting rights relating to digital elements incorporated into the instruments.

2. Products, prices and orders

Before completing a purchase, customers should review the model specifications, included accessories, compatibility and requirements for the functions they intend to use. Optional features and services involving additional charges must be identified in the offer.

Applicable taxes, shipping charges and the total price are displayed before the purchase is confirmed. Any applicable import charges for destinations outside the European Union must be explained before the contract is concluded.

Customers must provide accurate billing and delivery details. Flymaster provides an order confirmation and the contractual terms on a durable medium, such as email.

3. Delivery

Delivery methods, charges and timeframes are communicated before purchase. Failure to meet the agreed delivery deadline entitles consumers to the remedies provided by law.

The risk of loss or damage remains with Flymaster until the goods are physically received by the consumer or a third party designated by the consumer, other than the carrier. This is subject to the statutory exception for a carrier independently commissioned by the consumer and not offered by Flymaster.

Customers are advised to report visible damage to the packaging or product promptly and retain photographs and delivery records. This recommendation does not restrict their statutory rights.

4. Right of withdrawal - 14 days

Consumers may withdraw from an online purchase without giving a reason by communicating their decision within 14 calendar days, calculated in accordance with the law from receipt of the product. Where goods ordered together are delivered separately, the period runs from receipt of the last item; where a product is delivered in lots or pieces, it runs from receipt of the last lot or piece.

The notice must clearly state the decision to withdraw from the contract and may be sent to the email or postal address in section 1. Use of the form in the appendix is optional. Sending the notice before the applicable deadline is sufficient.

To help identify the purchase, customers are encouraged to provide their name, order number and product details. Neither the issue of an RMA number nor a response from customer support is a prerequisite for exercising the right within the deadline.

Statutory exceptions, including those for goods genuinely made to the consumer's specifications or clearly personalised, apply only where the relevant legal conditions are met. Simply selecting catalogue options is not automatically treated as personalisation.

5. Returning the goods

After notifying Flymaster of withdrawal, consumers must send back or hand over the goods without undue delay and no later than 14 days afterwards, unless Flymaster offers to collect them.

Consumers bear the direct cost of returning the goods if they were informed of this obligation before purchase, unless Flymaster has agreed to cover that cost. This rule does not apply to costs that Flymaster is legally required to bear in cases of lack of conformity.

Products must be suitably packaged for transport and returned with the accessories and components supplied. Customers are encouraged to use the original packaging, if available, and retain proof of dispatch. The absence of the original packaging does not, in itself, remove the right of withdrawal.

6. Inspection, sporting use, damage and diminished value

Consumers may open the packaging and examine the instrument with the care necessary to establish its nature, characteristics and functioning, under conditions comparable to those permitted in a shop.

The withdrawal period is not a free trial period for sporting use. Use during flights, training, competitions or other activities will be assessed according to its extent and whether it was necessary for the permitted inspection. Where handling goes beyond what is necessary and causes diminished value, the consumer may be held liable for the actual, demonstrable loss in value.

The assessment may take into account, among other factors:

Scratches or abrasions on the display, housing, buttons or connectors.

Marks from mounting or removal, stickers and adhesive residue.

Damage caused by impact, dropping, mechanical stress or improper use.

Water ingress, moisture or corrosion attributable to the consumer, distinguishing these situations from a possible lack of conformity of the product.

Dirt, sand or other residue resulting from use beyond the necessary inspection.

Missing or damaged accessories, cables, mounts or components originally supplied.

Evidence of use or the presence of flight logs does not, on its own, justify refusing a return or making an automatic deduction. Relevant technical information may assist the assessment, subject to data protection requirements and with access limited to what is strictly necessary.

Any diminished value attributed to the consumer must be justified on a case-by-case basis, taking into account the previous and current condition, the cause of the damage and the actual loss in value. Flymaster will document the relevant findings, preferably with photographs and a report, and inform the consumer of the amount and how it was calculated.

Reasonable and necessary costs of repair, exceptional cleaning or replacement of components may help quantify diminished value, provided they relate to excessive handling and do not result in double counting. No fixed restocking fee, withdrawal penalty or automatic percentage deduction for opening the packaging will apply.

The mere commercial inability to resell as new a product that has only undergone a legitimate inspection does not, in itself, justify a deduction. Consumers are not liable for diminished value where they have not been duly informed of their right of withdrawal.

7. Refunds

Flymaster refunds payments covered by the withdrawal, including the cost of the least expensive standard delivery option offered for the original shipment. Any supplement for a more expensive delivery option expressly chosen by the consumer is not refunded.

Refunds will be made without undue delay and within 14 days of notification of the decision to withdraw, using the original payment method unless another method is expressly agreed at no cost to the consumer.

Unless Flymaster has offered to collect the goods, it may withhold the refund until it receives either the returned goods or evidence that they have been sent back, whichever occurs first. Internal inspection does not start a new refund period.

Any deduction for diminished value must comply with section 6 and applicable legal requirements and must be supported by an explanation. In the event of disagreement, consumers may challenge the assessment and use the available dispute resolution mechanisms.

8. Statutory guarantee and lack of conformity

The right of withdrawal is separate from rights relating to defective products. For sales of new goods to consumers governed by Portuguese law, liability for lack of conformity generally extends for three years from delivery under Portuguese Decree-Law No. 84/2021.

Consumers have rights to repair, replacement, a price reduction or termination of the contract, subject to the conditions and requirements prescribed by law. Any commercial warranties offered by Flymaster do not reduce these rights.

Normal wear and tear or damage caused by improper use does not necessarily constitute lack of conformity. Each case will be assessed in accordance with the law, including the applicable rules of evidence. Commercial battery warranty terms do not exclude statutory protection relating to battery conformity.

9. Complaints, personal data and applicable law

Complaints may be submitted using the contact details in section 1.

Personal data are processed in accordance with Flymaster's privacy policy. Before returning a product, customers are encouraged to back up their personal data and unlink their accounts, following support instructions where necessary. These steps must not prevent timely notification of withdrawal.

These terms are governed by Portuguese law without depriving consumers of the protection afforded by applicable mandatory provisions, including those of their country of habitual residence where legally relevant. No exclusive jurisdiction is imposed contrary to consumers' rights.

Appendix - Withdrawal notice

To Flymaster Avionics, Lda., using the contact details in section 1:

I hereby give notice that I wish to withdraw from the contract of sale for the following product:
_____

Order number, if available: _____
Order date: _____
Date received: _____
Consumer's name: _____
Address: _____
Contact email: _____
Date: _____
Signature, only if submitted on paper: _____