Dome Aerospace (QiongYue Aerospace Exploration (Xiamen) Co., Ltd.)
Website Disclaimer and Legal Terms

For Users Outside Mainland China

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Welcome to the official website operated by Dome Aerospace (QiongYue Aerospace Exploration (Xiamen) Co., Ltd., hereinafter "the Company", "we" or "us"). By accessing or using this website, or by purchasing, acquiring, leasing, test-flying or operating in any manner the Company's ultralight vehicles, you confirm that you have read, understood and agree to be bound by all of the following terms. If you do not agree to any of these terms, please stop using this website immediately.

Article 1 Scope and Jurisdictional Positioning of These Terms

1.1 These terms are addressed to users outside mainland China. The legal status of the Company's ultralight vehicles differs from jurisdiction to jurisdiction. The fact that "no airworthiness certificate is required" holds true in one jurisdiction does not mean that it holds true in another; the fact that operation is lawful in one jurisdiction does not mean that it may lawfully be conducted across borders.

1.2 United States: 14 CFR Part 103. Within the United States, an ultralight vehicle meeting the definition of 14 CFR § 103.1 enjoys the following exemptions pursuant to § 103.7:

(a) Exemption from airworthiness certification and airworthiness certificates: ultralight vehicles and their components and equipment are not required to meet the airworthiness certification standards applicable to manned aircraft, nor are they required to hold an airworthiness certificate;

(b) Exemption from pilot certification and medical certificates: operators are not required to satisfy any aeronautical knowledge, age or experience requirements, nor to hold a pilot certificate or medical certificate;

(c) Exemption from registration and marking: ultralight vehicles are not required to be registered or to bear any markings.

The statutory thresholds of Part 103 for powered ultralights are: single occupancy, used solely for recreational or sport purposes, holding no US or foreign airworthiness certificate, empty weight less than 254 pounds (approximately 115.2 kg), fuel capacity not exceeding 5 US gallons, calibrated airspeed at full power in level flight not exceeding 55 knots, and a power-off stall speed not exceeding 24 knots. These conditions are cumulative; if any one of them is not met, the vehicle is not an ultralight vehicle within the meaning of Part 103 and the above exemptions do not apply.

1.3 European Union: Regulation (EU) 2018/1139 Annex I. In the EU, light aircraft meeting point 1(e) of Annex I to Regulation (EU) 2018/1139 are excluded from the scope of that Regulation, and their design, production, maintenance and operation are governed by the national law of each Member State. The core thresholds of point 1(e) of Annex I are: a maximum take-off mass (MTOM) not exceeding 300 kg for single-seat aircraft, and not exceeding 450 kg for two-seat aircraft (higher thresholds apply to water operations). In addition, Article 2(8)

permits Member States to voluntarily extend the exemption to light aeroplanes and helicopters with no more than two seats and an MTOM not exceeding 600 kg (650 kg for water operations).

1.4 Differences within the EU and cross-border restrictions. Although Annex I aircraft are excluded from unified EASA oversight, this does not mean that they enjoy uniform freedom of operation in all Member States. Pursuant to Article 2(3), an Annex I aircraft registered in one Member State may operate in another Member State only with the consent of the Member State of operation; in practice, some Member States require a declaration of liability or prior authorisation. Member States differ in their requirements regarding pilot qualification, operating rules, insurance obligations and registration for Annex I aircraft, and operators must personally verify the specific requirements of the destination Member State before each cross-border operation.

1.5 The Company does not provide any determination of jurisdictional eligibility. The descriptions on this website of the correspondence between the Company's products and the legal frameworks referred to above serve only to explain the regulatory category at which the product design is aimed, and do not constitute any confirmation or guarantee that the product is lawful in any particular jurisdiction or under any particular operating scenario. Before operating the Company's products in any jurisdiction, the operator must personally verify whether the product meets the local definitional thresholds and obtain any necessary permits, registrations or approvals.

Article 2 Operator's Statutory Operating Obligations (Not Relieved by Any Exemption)

2.1 US Part 103 operating rules. Even where the Part 103 exemptions apply, the operator must still comply with all operating limitations of Subpart B, including but not limited to: no operation in a manner that creates a hazard to persons or property of others; no dropping of objects from the vehicle that could endanger others; operation only between sunrise and sunset (extended to 30 minutes before sunrise and 30 minutes after sunset during dawn and dusk only when equipped with an operable anti-collision light and only in non-controlled airspace); no operation over densely populated areas or open-air assemblies of persons; no entry into Class A, B, C or D airspace or certain other airspace without approval from air traffic control; and maintaining visual reference to the ground and meeting minimum flight visibility and cloud clearance standards. The FAA places responsibility for whether each flight meets the definition in § 103.1 squarely on the operator; if a flight is subsequently determined not to comply with Part 103, the FAA will hold the operator of that flight responsible.

2.2 Operating rules in EU Member States. To operate an Annex I aircraft in an EU Member State, the operator must comply with all operating rules established under the national law of that Member State, including but not limited to pilot qualification requirements, registration or identification requirements, airspace access conditions, flight time restrictions and insurance obligations. The Company does not perform any Member State compliance obligation on the operator's behalf, nor does it make any determination as to whether the operator satisfies the specific requirements of any Member State.

2.3 Obligation to submit to inspection and furnish evidence. In the United States, a Part 103 operator must, upon request by the authority, allow the FAA or its designated representatives to inspect the vehicle and must furnish satisfactory evidence that the vehicle is subject only to Part 103. In the EU, the operator must comply with any inspection or documentation requirements imposed by the competent authority of the Member State of operation under its national law. Failure to cooperate with an inspection is itself an independent ground for violation.

Article 3 Self-Modification and Loss of "Status-Based Exemptions"

3.1 Exemptions attach to the actual status of each flight. The exemptions under Part 103 and Annex I are not a one-time "certification" of the product; they presuppose that the vehicle actually satisfies the statutory definitional conditions on each occasion of operation. Self-modification by the operator, the addition of equipment, the replacement of non-original parts, a change away from single-occupancy recreational or sport use, or causing the empty weight, fuel capacity or speed parameters to exceed the statutory thresholds may result in the vehicle no longer being a Part 103 ultralight vehicle or no longer falling within the scope of Annex I. Once this occurs, the vehicle may be treated as an ordinary aircraft requiring airworthiness certification, registration and pilot certification, and all legal consequences arising therefrom shall be borne by the operator.

3.2 The Company assumes no liability for modifications not confirmed in writing. The Company is responsible only for whether products delivered in their original factory condition meet the regulatory category thresholds it has declared. Any modification, addition or change of use must obtain the Company's prior written confirmation; in the absence of such written confirmation, the Company assumes no liability of any kind arising from that modification or change.

Article 4 Inherent Flight Risks and Assumption of Risk

4.1 Institutional source of the risks. The legislative premise of US Part 103 is an acknowledgement of the fact that ultralight vehicles are "not airworthiness-certified and are operated by uncertificated persons", and it places the corresponding responsibility for safety assessment on the operator. The framework established by FAA Advisory Circular AC 103-7 is that the operator of an ultralight vehicle is responsible for evaluating his or her own risks and for ensuring his or her own safety. The institutional logic of EU Annex I, which places light aircraft under the national law of Member States, likewise presupposes a distinction from the full airworthiness system applicable to manned aircraft.

4.2 Risks acknowledged and assumed by you. You acknowledge and understand that the Company's ultralight vehicles have not been airworthiness-certified by the US FAA or by the EU EASA, and that their design, manufacture and testing have not applied the full airworthiness standards for manned aircraft. Operating an ultralight vehicle entails inherent risks including crash, power failure, loss of control, collision with obstacles or other aircraft, sudden weather changes, personal injury or death, and property damage, and such risks are not eliminated by the exemptions under Part 103 or Annex I.

4.3 Scope of assumption of risk. To the extent permitted by applicable law, damage arising from the inherent risks of ultralight flight shall be borne by the operator/pilot. This article does not exclude any liability that the Company bears under applicable law for intentional misconduct or gross negligence, nor does it exclude any liability that may not be excluded by agreement under US law or the law of an EU Member State.

Article 5 Product Liability Is Not Excluded by Operating Exemptions

5.1 United States. Part 103 exempts airworthiness certification, pilot qualification and registration; it does not exempt the liability the Company may bear as a manufacturer under US product liability law (including strict product liability, negligence and breach of warranty theories under state tort law). The US General Aviation Revitalization Act of 1994 (GARA) establishes an 18-year statute of repose for product liability claims concerning general aviation aircraft with fewer than 20 passenger seats and their components, but exceptions to the

application of GARA exist, and whether it covers any particular ultralight product must be determined case by case in light of the specific product and sales structure. Nothing in these terms constitutes any undertaking by the Company that it may rely on any particular liability defence. Certain states (for example, North Dakota) have enacted dedicated aeronautical manufacturer product liability legislation providing a disputable presumption of compliance with government standards and a "state-of-the-art" defence, the conditions for which are strict and vary from state to state.

5.2 European Union. After entering the EU market, the Company's products may be subject to the Product Liability Directive as transposed by the Member States and to Directive (EU) 2024/2853 (which Member States must transpose by 9 December 2026). The new Directive expressly brings embedded, stand-alone and cloud software within the definition of "product", covering avionics, flight control software and post-delivery OTA updates, and introduces a rebuttable presumption of defect and causation, court disclosure orders, and the risk of collective actions running in parallel with the Representative Actions Directive. Nothing in these terms constitutes any waiver of or reduction in any defence the Company lawfully enjoys under EU product liability law.

5.3 Indemnification. If, as a result of your breach of these terms, your breach of the regulations of the place of operation, your unauthorised modification, or your use of the Company's products beyond their intended scope, the Company faces any third-party claim, litigation, administrative penalty or loss (including reasonable attorneys' fees), you agree to indemnify and hold harmless the Company and its affiliates, directors and employees.

Article 6 Insurance

6.1 United States. At the US federal level, insurance is not mandatory for Part 103 ultralight vehicles. However, the Company strongly recommends that operators obtain insurance covering ground third-party liability, persons on board and hull loss before operating, and that they confirm that the policy does not exclude coverage on the ground that the vehicle is an "ultralight" or has "no airworthiness certificate". Where insurance is not in force or the coverage is inadequate, the Company does not recommend operation.

6.2 European Union. The insurance requirements for aircraft operators under Regulation (EC) No 785/2004 apply to aircraft with an MTOM below 500 kg (including gliders and ultralights) and set minimum third-party liability insurance amounts linked to MTOM (for aircraft with an MTOM below 500 kg, a minimum of SDR 750,000 per accident). Operators must personally determine whether their operations fall within the scope of that Regulation or of the national insurance rules of the Member State of operation, and must satisfy the applicable minimum insurance requirements before operating. The Company does not determine on the operator's behalf whether insurance obligations apply, nor does it assume any responsibility for the operator's insurance status.

Article 7 Website Content and Limitation of Liability

7.1 Nature of the information. The parameters, images and descriptions of the Company's ultralight vehicles presented on this website are for reference only and do not constitute an offer for sale, a performance warranty, or any warranty that the product may lawfully be operated in any particular jurisdiction or is suitable for any particular use. The specifications of the products actually delivered shall be governed by the written contract executed by the parties.

7.2 “As is” provision and limitation of liability. The content of this website is provided on an “as is” basis. To the maximum extent permitted by applicable law, the Company shall not be liable for any indirect, incidental, special or consequential damages arising from access to or use of this website, including but not limited to loss of profits, loss of data or business interruption. This article does not limit any liability that may not be limited under applicable law.

7.3 Notice regarding standard terms. The provisions of these terms that exclude or limit the Company’s liability or restrict your principal rights have been highlighted in bold to draw your attention. Your continued use of this website or operation of the Company’s products shall be deemed to constitute the Company’s reasonable notice to you of the above provisions. If the law of your jurisdiction requires that certain provisions be individually negotiated or prohibits their incorporation as standard terms, the validity of such provisions in that jurisdiction shall be governed by local law, without affecting the severability of the remaining provisions.

Article 8 Governing Law and Dispute Resolution

8.1 The formation, validity, interpretation and performance of these terms shall be governed by the law of the place of the Company’s domicile (the law of the People’s Republic of China), without prejudice to any mandatory consumer protection rules or product liability rules of your jurisdiction that confer rights on you which may not be excluded by agreement.

8.2 Any dispute arising from these terms or from the use of this website shall first be resolved through friendly negotiation between the parties; failing such negotiation, the dispute shall be submitted to the competent people’s court at the place of the Company’s domicile, unless the mandatory law of your jurisdiction confers on you a right to bring proceedings before your local courts and such right may not be excluded by agreement.