

Van's Aircraft, Inc.
Aircraft Kit Purchase and Deposit Agreement

Order Date _____

Buyer's and Co-Buyer's Name(s):

_____ ("Buyer")

Contact Name: _____

Email: _____

Address: _____

Telephone/Fax: _____

City: _____

Cell: _____

State, Zip: _____

I/We, the undersigned authorized representatives, hereby submit Buyer's order for a Van's Aircraft, Inc. ("Seller"), aircraft kit(s), the description of which is specified and described in the attached **Exhibit A – Van's Aircraft, Inc., Kit Specification, Description, and Pricing Worksheet** and any other equipment noted thereon ("Kit(s)").

TERMS AND CONDITIONS

BINDING CONTRACT. In consideration of the following terms and conditions and sums paid and to be paid, this Aircraft Kit Purchase and Deposit Agreement ("Agreement"), when accepted and dated by Seller becomes a binding contract between the Buyer, its undersigned authorized representatives individually, and Seller. This Agreement may be made public.

PRICE. The estimated price of the Kit(s) as of the Order Date is \$ _____ (the "Estimated Price"); however, due to potential increases in key components, the Estimated Price is subject to change until commencement of Kit crating and packaging for shipment (the "Crating Date"). All deposits and payments are to be in US dollars and paid in accordance with this Agreement.

DEPOSIT. A deposit equal to 35% of the Kit purchase price is due within 14 days of signing this Agreement (the "First Deposit"). The Buyer's order is not complete and will not be scheduled until the First Deposit has been received from the Buyer.

FINAL PAYMENT AND DELIVERY. Approximately 60 days prior to the Crating Date, Seller will provide notice to Buyer (the "Crating Notice") stating (a) that the Kit is entering the Crating Date window, and (b) the final price of the Kit (based on component pricing in effect as of the date of the Crating Notice as stated in the then current pricing worksheet) (the "Final Price"), and a final payment of the order balance, consisting of the total price less any deposits received (the "Final Payment") will become due upon Buyer's receipt of the Crating Notice. The Final Payment must be received by Seller within 14 days of Buyer's receipt of the Crating Notice.

Purchaser Initials: _____

v07.07

Buyer agrees that the Kit will ship from the Seller's location as soon as it is crated and ready to ship (the "Delivery"), and that Seller will not delay Delivery or request that Seller delay Delivery to store the Kit(s), combined the Kit(s) with other Kit(s) or parts to ship in the future, etc.

If a Kit will be picked up by the Buyer at the Seller's location ("Will-Call"), Buyer agrees that a pre-arranged Will Call appointment must be made and agreed to in writing by Seller; agrees to honor the pre-arranged Will Call date and time; and further agrees to abide by the Van's Aircraft Will Call policy as published and in effect at the time the arrangements are confirmed. All payments shall be made in United States dollars by certified check, bank cashier's check or wire transfer. Buyer agrees to pay all applicable federal, state and local taxes and fees, other than taxes on income applicable to this sale or transaction whether imposed at the time of delivery and sale or thereafter on either Buyer or Seller; transportation charges for delivery; any import duties, import taxes, or other import/export charges imposed by the United States and/or foreign government. Buyer agrees to indemnify Seller from all payments, penalties, and any and all other expenses, costs, attorney fees, etc., incurred by Seller in connection with the delivery of the Kit.

CANCELLATION. Buyer may cancel this Agreement and receive a full refund of the First Deposit by providing written notice to Seller (the "Buyer Termination Notice") no later than three (3) business days after the date Seller signs this Agreement (the "Acceptance Date"). This refund will be processed by Seller within 30 days of receipt of the Buyer Termination Notice.

If Buyer cancels this Agreement by Buyer Termination Notice received by Seller more than three (3) business days after the Acceptance Date and before Seller issues the Crating Notice, then Seller will refund the First Deposit less \$1,000 (One Thousand Dollars). This refund will be processed by Seller within 30 days of receipt of the cancellation notice.

If Buyer cancels this Agreement by Buyer Termination Notice received by Seller after issuance of the Crating Notice, the First Deposit is not refundable.

Seller may cancel this Agreement by written notice to Buyer (the "Seller Termination Notice") if (a) Buyer fails to pay any deposit, balance, or any other charge when due, or (b) Buyer fails to perform any other material obligation of Buyer under this Agreement. Upon such cancellation, Seller's right to retain any deposits previously received by Seller shall be the same as its right to retain deposits under this section if Buyer had provided a Buyer Termination Notice to Seller on the date of the Seller Termination Notice.

No interest shall accrue, or be paid, to Buyer on the refund of any deposit or other pre-delivery payments. The parties acknowledge and agree that any amounts retained by Seller upon cancellation of this Agreement as set forth in this section, as applicable, are a reasonable estimate of the expenses or other losses incurred by Seller as of the date of cancellation.

TITLE AND RISK OF LOSS. Title to the Kit and equipment ordered herein shall remain with Seller until Seller has received payment in full for the Kit and equipment. Risk of loss shall pass from Seller to Buyer upon full payment and delivery of the Kit free on board at Seller's place of business unless otherwise agreed to by the parties.

After delivery of the all Kit(s) required to assemble an aircraft and after receipt of full payment thereon, upon Buyer's request, Seller shall furnish to Buyer a Bill of Sale on the applicable Federal Aviation Administration form transferring ownership of the aircraft kit(s) to Buyer free and clear of all encumbrances, unless otherwise agreed to by the parties.

FORCE MAJEURE. Seller shall not be liable to Buyer for any delay in the delivery of the Kit to the extent that such delay is caused by fire, flood, explosion, storm, strikes, or other industrial disturbances, accident, war, riot, insurrection, delay in vendor deliveries, market conditions, or other causes beyond the control of Seller.

MODIFICATION. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties, or conditions may be waived, only by a written instrument executed by the

Seller, or in the case of compliance with federal, state or local laws rules or regulations, by manufacturer substitution of like material of equal or superior quality. Buyer will be notified of the substitution and this action will not otherwise alter or change, in any manner, this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties' successors, executors, heirs and assigns.

SEVERABILITY. If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. If any provision cannot be enforced to the extent provided in this Agreement, it is the intent of the parties that the provision nevertheless be enforced to the extent allowed by law.

COMPLETE BINDING CONTRACT UPON FINAL ACCEPTANCE BY SELLER. This Agreement shall become a binding contract upon its final written acceptance by the Seller. This Agreement, including its exhibits and attachments, is wholly integrated and is the sole agreement controlling the purchase and sale of the Kit and is exclusive of any other express, implied, verbal, or written representations, omissions, or agreements and is binding on Buyer and Seller, their heirs, executors, administrators, successors or assigns. Buyer may not assign this Agreement without the express written consent of Seller. This Agreement is not an assigned delivery position which may be transferred, sold or assigned to another Buyer.

SIGNING AUTHORITY. The signatories to this Agreement verify that they have read the complete Agreement, understand its contents, and have full authority to bind and hereby do bind themselves and/or their respective parties. Buyer acknowledges receipt of a copy of this Agreement. By signing this document, the undersigned certify that they have the authority and capacity to execute this document on behalf of the undersigned individually, and that it shall constitute the legal, valid and binding obligation of Buyer and the undersigned's dependents, heirs, personal representatives and estate.

LIMITED WARRANTY AND EXCLUSION OF OTHER WARRANTIES. Except as otherwise provided below, Seller warrants to Buyer that all parts furnished by Seller have been manufactured to Seller's specifications. If any part has not been manufactured to Seller's specifications or if a component part supplied by Seller fails to perform the function intended by Seller, Seller shall replace or repair the part, at its option, for one (1) year from date of purchase. Buyer agrees to pay any shipping charges associated with the repair or replacement of the non-conforming part. NO OTHER WARRANTY IS PROVIDED. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED TO THE FULL EXTENT PERMITTED BY LAW. The term of any warranty implied in law shall be one year from date of purchase of the part or component by Buyer. Seller specifically excludes and disclaims any and all representations and/or warranties not included within this Agreement. No person or entity is authorized to make any other representations or warranties or to assume any obligations on behalf of Seller regarding product warranty. Buyer agrees that in no event shall Seller be liable for any special, incidental or consequential damages, including, without limitation, loss of profits or goodwill, loss of use, loss of time, inconvenience, or commercial loss. The engine and engine accessories, propeller and propeller parts, and avionics are separately warranted by their manufacturers and are expressly excluded from this limited warranty of Seller. The laws of some states do not permit certain limitations on warranties or remedies. In the event such a law applies, the foregoing exclusions and limitations are amended insofar and only insofar as required by such law. Buyer agrees that Buyer is making the final determination that products purchased are fit and safe for Buyer's operation even if Buyer received and used information from Seller. Buyer's signature below acknowledges receipt of a copy of the current manufacturer limited warranty and the current Seller shipping/order policy.

OVERVIEW OF AMATEUR-BUILT AIRCRAFT; KIT DESIGN AND SPECIFICATIONS. No amateur-built or experimental aircraft design of Seller has ever been submitted for a type certificate; its design does not meet the requirements of Part 23 of the Federal Aviation Regulations, or any other regulatory design standard. The amateur-built/exhibition categories are anomalies in the highly regulated world of general aviation; no governmental standard exists for the design, development and testing of these aircraft.

The amateur-built category was introduced decades ago under the conditions and purpose of individual education and recreation. While the original developer chose certain design criteria and tests to satisfy itself that the product was suited for the intended purpose, development and test budgets for designers and manufacturers of amateur-built, and experimental aircraft are substantially different than those of designers and manufacturers of certified aircraft. However, accumulated airframe time and experience to date alone are the biggest factors supporting the viability of the design, when operated within the intended design limits published in the builder's manuals, service letters and / or owner/operator handbooks. Speed capabilities were important design criteria for the aircraft, and as a design compromise, aerodynamic qualities and handling are not the same as the typical civil production aircraft. Experimental amateur-built aircraft are constructed by amateurs, of various levels of skill, experience and care; and therefore, individually constructed aircraft have varying structural strength, flying characteristics and other properties. An over exuberant or inexperienced pilot may overstress an amateur-built or exhibition aircraft, resulting in structural failure or hidden damage.

DEVIATION FROM THE KIT DESIGN AND SPECIFICATIONS OF AMATEUR BUILT/EXHIBITION AIRCRAFT MAY RESULT IN UNSATISFACTORY STRUCTURAL, AERODYNAMIC, CONTROL AND PERFORMANCE CHARACTERISTICS, AND MAY CREATE A RISK OF PROPERTY DAMAGE, SEVERE PERSONAL INJURY OR DEATH. Buyer agrees that all components of the aircraft not supplied by Seller will satisfy all requirements specified by Seller and the original developer in the literature and instruction manuals, specifically including requirements for engine size, weight, horsepower and make, and for propeller size, weight and make. Buyer further agrees to construct the aircraft in accordance with the techniques and procedures prescribed in the assembly manuals and supplemental instructions supplied with the Kit and related option or accessory Kits. Any modification or substitution by Buyer of any component part of the Kit or related option or accessory Kits that is made without the written consent of Seller may make the aircraft unsafe, and may prevent the aircraft from receiving a government certificate of airworthiness.

ADDITIONAL TERMS. Placing an order with Seller and/or signing this Agreement is an offer by Buyer to buy, constitutes Buyer's acknowledgment of receipt of copies of Exhibits A and B, and if the order is accepted by the Seller, that this Agreement will become a binding contract of purchase and sale of the Kit upon the terms and conditions set forth in this Agreement including the following:

1. Until the Buyer has been sent the Crating Notice, all prices and specifications are subject to change without prior notice. Buyer shall pay all applicable taxes and fees as required by law in connection with the purchase.
2. Buyer agrees to pay for:
 - All additional components or equipment not specified on the applicable Exhibit but ordered by Buyer per separate authorization.
 - All sales taxes, excise taxes, tariffs, or other charges incurred in the delivery of the Kit to Buyer but not specifically covered by this Agreement.
3. Buyer and Buyer's Representative must sign the **Waiver and Release of Liability Agreement attached to this Agreement as Exhibit B (the "Waiver and Release")**. The Waiver and Release will remain on file and apply to this Agreement and all subsequent transactions between the parties of any nature whatsoever. Seller, at its option, may also require signature of another waiver and release agreement for any subsequent purchase. Seller is willing to negotiate other waiver and release terms with Buyer, but it is very likely that the Seller will need to charge a materially higher purchase price for the Kit if different terms are agreed.

GOVERNING LAW; DISPUTE RESOLUTION. The parties agree that that all suits, actions, notices, claims, or legal proceedings between them, including but not limited to those arising under this Agreement, shall (a) be governed by the laws of the State of Oregon, without regard to its principles of conflicts of laws, (b) be subject to the exclusive jurisdiction of the state and federal courts located in the State of Oregon, and (c) have for

their exclusive venue the state circuit court or the division of the federal district court corresponding to the County of Marion, Oregon. Notwithstanding any constitutional or other right, the parties irrevocably waive any right to a trial by jury.

RELEASE, WAIVER, INDEMNITY & HOLD HARMLESS. The terms of the **Waiver and Release** are incorporated into and made a part of this Agreement.

Buyer's Representative (Signature) as Buyer's
Authorized Representative and Individually

Printed Name, Title

Buyer's Representative (Signature) as Buyer's
Authorized Representative and Individually

Printed Name, Title

Buyer's Contact Information

Address

City, State Zip Code

Contact Telephone Number

Contact Email address

Seller's Representative (Signature)

Printed Name, Title

Seller's Representative (Signature)

Printed Name, Title

Seller's Acceptance Date

Attachments:

Exhibit A - Van's Aircraft, Inc., Kit Specification, Description, and Pricing Worksheet

Exhibit B - Van's Aircraft, Inc., Waiver and Release of Liability Agreement

Purchaser Initials: _____

v07.07

EXHIBIT A:

**VAN'S AIRCRAFT, INC., KIT SPECIFICATION, DESCRIPTION, AND
PRICING WORKSHEET**

RENEWAL ORDER LIST:

Purchaser Initials: _____

v07.07



EXHIBIT B:

WAIVER AND RELEASE OF LIABILITY AGREEMENT

This document acknowledges the undersigned parties' agreement and the undersigned Purchaser's ("you" or "your") waiver and release of liability of Van's Aircraft, Inc. ("we," "our," or "us") arising out of your purchase and subsequent use of any of our products or services ("products and services"), including but not limited to manuals, instructions, design and engineering information, written and oral advice, and communications, parts, systems, and homebuilt, experimental aircraft kits and light sport aircraft, whether manufactured by us or others, including products we previously sold to others which were later acquired by you. You understand and acknowledge that this waiver and release of liability applies to the design and engineering, manufacture, purchase, assembly, construction, and operation of products and services, or any components or systems thereof, and any products sold by us and made by others.

Risks. You also understand that constructing, operating and maintaining amateur-built, experimental aircraft and light sport aircraft involves risks, dangers and hazards (the "Risks") that are inherent to such activities (the "Aircraft Activities"). Participating in one or more of the Aircraft Activities may result in serious physical, mental or emotional injury, illness, disability, death, property damage (including to the aircraft) and other losses to you. The Risks include: aircraft accident; collision; equipment malfunction; material, engine or mechanical failure; fire, smoke or flame exposure; exposure to caustic, toxic or other chemicals or compounds; extreme, unfavorable or unpredictable weather conditions; defects in the aircraft, its components or systems; defects in safety equipment; negligent construction; negligent maintenance; defects in runways; interference by wildlife, other aircraft or foreign objects; fuel problems; hard or forced landing; turbulence; pilot error or negligence; passenger negligence; and negligent medical care. You acknowledge that you have read, understand and accept all of the Risks disclosed in this paragraph and elsewhere in this Agreement.

Assumption of Risk. Release. Indemnity. You understand and acknowledge that (a) the Aircraft Activities are inherently dangerous and you voluntarily elect to participate in them, (b) participation in the Aircraft Activities is completely at your own option, and (c) you have the choice not to participate in the Aircraft Activities. You accept and assume full responsibility for any and all Risks and for any injury, illness, disability, death, property damage or other loss arising out of or resulting, in whole or in part, from your participation in the Aircraft Activities. Your assumption of risk will be effective to the maximum extent allowed by law, even if your injury, illness, disability, death, property damage or other loss is caused, in whole or in part, by the negligence of one or more of the Releasees (as defined below).

You represent, warrant and acknowledge to us that: (a) you are making the final determination that products and services are fit and safe for your operation even if you received and used information from us, (b) you will maintain, operate and use our products and services in accordance with in place equipment and liability insurance and all manufacturer specifications, FAA rules and regulations, and federal, state and local rules, (c) homebuilt, experimental aircraft and light sport aircraft from time to time fail or crash regardless of their construction, history, quality of maintenance or piloting, and (d) no representations or inducements, other than the below terms herein, have been made by anyone to you.

For and in consideration of our agreement to allow you to purchase products and services sold by us, you voluntarily release, discharge, waive, and relinquish any and all actions or causes of action (known or unknown) against us and our officers, agents, servants, or employees (Releasees) for personal injury, property damage or wrongful death occurring to you arising out of the use of any products and services. And you for yourself, your heirs, next of kin, personal representatives, executors, administrators, administrators, successors, agents, assigns and insurers, release, waive, discharge and relinquish any action or cause of action, which may hereafter arise for you or for your estate, and agree that under no circumstances will you or your heirs, prosecute, or present any claim for personal injury, property damage or wrongful death against Releasees arising out of the use of any products and services for any of such actions or causes of action, whether the same shall arise by the alleged negligence, strict liability, or breach of warranty of any Releasee or otherwise.

Purchaser Initials: _____



VAN'S AIRCRAFT
TOTAL PERFORMANCE

14401 Keil Road NE, Aurora, Oregon, USA 97002
PHONE 503-678-6545 • FAX 503-678-6560
www.vansaircraft.com • info@vansaircraft.com

We are willing to negotiate other release, waiver, indemnity & hold harmless terms with you, but it is very likely that we will need to charge a materially higher price for our products and services if different terms are agreed.

BY EXECUTING THIS INSTRUMENT, YOU, ON YOUR OWN BEHALF, AND ON BEHALF OF YOUR HEIRS, NEXT OF KIN, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AGENTS, ASSIGNS AND INSURERS, EXEMPT AND RELIEVE THE RELEASEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, LOSS, EXPENSE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY TO THE EXTENT ALLOWED BY LAW ARISING OUT OF USE OF ANY PRODUCTS AND SERVICES DESCRIBED ABOVE WHETHER OR NOT YOUR PERSONAL INJURY, PROPERTY DAMAGE, LOSS, EXPENSE OR WRONGFUL DEATH IS CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF ONE OR MORE OF THE RELEASEES.

You agree that if anyone on your behalf makes a claim or files a lawsuit against Releasees, you, your heirs, next of kin, personal representatives, executors, administrators, successors, agents, assigns, and insurers, WILL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS Releasees from any litigation expenses, attorney fees, loss, liability, damages, and costs and expenses that Releasees may incur as the result of such claim.

Severability. If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. If any provision cannot be enforced to the extent provided in this Agreement, it is the intent of you and us that the provision nevertheless be enforced to the extent allowed by law.

Governing Law and Jurisdiction. You, for yourself, your heirs, next of kin, personal representatives, executors, administrators, successors, agents, assigns, and insurers, and we, agree that all suits, actions, notices, claims, or legal proceedings between us, including but not limited to those arising under this Agreement, shall (a) be governed by the laws of the State of Oregon, without regard to its principles of conflicts of laws, (b) be subject to the exclusive jurisdiction of the state and federal courts located in the State of Oregon, and (c) have for their exclusive venue the state circuit court or the division of the federal district court corresponding to the County of Marion, Oregon. Notwithstanding any constitutional or other right, the parties irrevocably waive any right to a trial by jury.

[signature page follows]



YOU ACKNOWLEDGE THAT YOU MAY CHOOSE NOT TO SIGN THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT, AND THAT IT AFFECTS YOUR LEGAL RIGHTS. YOU ACKNOWLEDGE THAT PRIOR TO SIGNING THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT, WE RECOMMENDED THAT YOU ASK, AND GAVE YOU THE CHANCE TO ASK, ANY QUESTIONS REGARDING THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT. YOU ALSO ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND AND VOLUNTARILY CONSENT TO AND AGREE TO BE BOUND BY THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT AFTER HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL OF YOUR CHOICE.

PURCHASER

(Name - Please Print)

(Signature)

(Date)

(Address)

(City)
(Country)

(State / Province)

(Zip Code)

(Email)

(Phone)

To be completed by Van's Aircraft:

VANS AIRCRAFT, INC. BY

(Name - Please Print)

(Signature)

(Date)

FOR
RIAN JOHNSON
CTO / VP of ENGINEERING

Serial number assigned: _____