

# LIBERTY AEROSPACE AIRCRAFT PURCHASE ORDER

\* A Separate Purchase Order must be filled out for each aircraft order.



Order Date \_\_\_\_\_ Serial No. \_\_\_\_\_

## PURCHASER INFORMATION

Name(s) \_\_\_\_\_

Business Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State/Prov \_\_\_\_\_ Zip \_\_\_\_\_

Country \_\_\_\_\_ Email \_\_\_\_\_

Phone \_\_\_\_\_  Bus Fax \_\_\_\_\_

Cell \_\_\_\_\_

### LIBERTY AGREES TO:

- Build a LIBERTY aircraft to customer's order and make that aircraft available, for Customer pick up, on delivery date (subject to limitations set forth in Section 6.01).
- Conduct delivery flight demonstrating that the aircraft conforms to applicable specifications.
- Ensure that the aircraft has a valid FAA "Certificate of Airworthiness" and transfer clear title to Customer.

### Customer AGREES TO:

- Inform LIBERTY of any changes to the aircraft described no later than 90 days before delivery date (set forth in Section 3.02).
- Make any interim payments on, or prior to, those outlined in the Terms and Conditions Payment Schedule (set forth in Section 2.04).
- Arrange to accept delivery of aircraft on delivery date.
- Schedule changes to the delivery date at least 90 days in advance.

## Delivery Information

Estimated Delivery Date \_\_\_\_\_  Domestic  International

Airport/FBO \_\_\_\_\_

Port of Entry \_\_\_\_\_

Aircraft Delivered To:

Individual  Business

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State/Prov \_\_\_\_\_ Zip \_\_\_\_\_

Country \_\_\_\_\_ Contact Phone # \_\_\_\_\_

## Additional Notes

### PURCHASER AGREEMENT

Purchaser by its signature agrees to the terms and conditions on the second page hereof and the exhibits attached are expressly made part of this agreement.

Company \_\_\_\_\_

Signers Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### SELLER AGREEMENT

Company \_\_\_\_\_

Signers Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

LIST PRICE REVISION DATE \_\_\_\_\_

### Avionics Packages (select one)

**Advanced Glass Panel IFR** **\$212,000.**

- Aspen EFD-1000 Pro Digital Primary Flight Display
- GMA 340 Audio Panel
- GNS 530W GPS/Nav/Com & GI-106A Course Deviation Indicator
- GNS 430W GPS/Nav/Com & GI-106A
- GTX 327 Mode C Transponder & Altitude Encoder

**Deluxe IFR** **\$198,000.**

- GMA 340 Audio Panel
- GNS 430W GPS/Nav/Com & GI-106A Course Deviation Indicator
- GNS 430W GPS/Nav/Com & GI 106A Course Deviation Indicator
- GTX 327 Mode C Transponder & Altitude Encoder

**Standard IFR** **\$188,000.**

- GMA 340 Audio Panel
- GNS 430W GPS/Nav/Com & GI-106A Course Deviation Indicator
- SL40 Com
- GTX 327 Mode C Transponder & Altitude Encoder

**Standard VFR** **\$179,000.**

- GMA 340 Audio Panel Panel
- SL 30 Nav/Com & MD200-306 Course Deviation Indicator
- GTX 327 Mode C Transponder & Altitude Encoder

**Selected Package Subtotal \$**

### Additional Avionics Options

- Add GNS 430W GPS/Nav/Com & GI-106A Course Deviation Indicator to Nav/Com #2 position **\$9,285.**
- Upgrade GNS 430W GPS/Nav/Com in Nav/Com #1 position with GNS 530W GPS/Nav/Com **\$5,745.**
- Upgrade GTX 327 with Mode C Transponder with GTX 330 Mode S Transponder **\$3,050.**
- Upgrade SL 40 Com in Nav/Com #2 Position with SL30 Nav/Com & MD200-306 Course Dev. Ind. **\$4,445.**
- Add Aspen EFD-1000 Pro Digital PFD to Deluxe or Standard IFR Package **\$12,795.**
- Add S-Tec System 30 Dual Axis Autopilot **\$16,500.**

### Interior Styling Options

Color schemes available

- Tan OR  Gray
- A standard lightweight interior ..... **Included**
- A deluxe interior ..... **\$1,995.**

### Exterior Styling and Other Options

- Decal Package Color Choice ..... **Included**
- Blue  Green  Burgundy
- Entry Steps ..... **Included**
- Wheel Fairings ..... **\$2,500.**

**Delivery Fee Applicable** ..... \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL \$** \_\_\_\_\_

**INITIAL DEPOSIT \$** \_\_\_\_\_

**BALANCE DUE \$** \_\_\_\_\_

# LIBERTY AEROSPACE, INC. AIRCRAFT PURCHASE ORDER TERMS AND CONDITIONS

Purchaser [as referenced on the reverse of this Aircraft order] agrees to purchase and LIBERTY agrees to sell to Purchaser one [1] LIBERTY AIRCRAFT [the "Aircraft"], according to the following terms and conditions. Additionally, any attached exhibits or supplements referenced on the face, or as referenced in the following terms and conditions are an integral part of this Order and are to be carefully considered because they contain additional items and/or specifications to which the Purchaser agrees. When signed by Purchaser and LIBERTY, this Order is a binding contract on both parties subject to Section 16.01.

## ENTIRE AGREEMENT

1.01 The terms and conditions set forth herein as well as exhibits or supplements referenced in the Order are the only terms and conditions controlling the purchase and sale of the Aircraft. The Purchaser expressly acknowledges that Purchaser has not relied on any oral or written representations except as specifically stated in this Order and that LIBERTY has made no representations as to the suitability of the Aircraft for any particular purpose of the Purchaser. Purchaser acknowledges that the Aircraft is a general aviation aircraft not suited for commercial transport or aerobatics.

## PRICE AND PAYMENT

2.01 The price of the Aircraft together with other applicable charges are set forth on the face of this Order and includes standard equipment, optional equipment selected by the Purchaser, and other miscellaneous listed charges [the "Purchase Price"].

2.02 The Purchase Price is subject to adjustment according to other terms and conditions stated below.

The Purchase Price is exclusive of any sales or use tax, value added taxes, duties, registration fees or any charges that may be levied against Purchaser by various governmental authorities in connection with the purchase, sale, transfer, use, registration, export, import of the Aircraft ["Taxes"]. Taxes required by law to be levied at the point of sale, will be collected by Liberty Aerospace, Inc. Such taxes are in addition to the Purchase Price. Purchaser agrees to reimburse LIBERTY for any Taxes that should have been, but were not, collected by LIBERTY at Delivery.

2.03 All payments shall be in United States Dollars at Melbourne, Florida, and shall be made by certified check, bank cashier's check or wire transfer.

2.04 Payment Schedule:

- A) A Slot Reservation fee, due at signing, solely guarantees the base price of the aircraft.
- B) 10% of Total Aircraft Price is due 30 days after Purchase Agreement is ratified.
- C) Payment of the balance of the Total Purchase Price shall be completed at least ten (10) days prior to Scheduled Delivery Date of the Aircraft by any of the following means: certified or bank check drawn off a U.S. bank, wire transfer, or such other form of payment as has been approved by Seller at least thirty (30) days prior to the Scheduled Delivery Date.

## DELIVERY

3.01 LIBERTY states that upon delivery to Purchaser, the Aircraft will generally conform to the Aircraft Specifications in effect at the time of signing this order.

3.02 Optional equipment to be installed on the Aircraft is set forth on the facing page of this Order. Such selections shall be deemed final and binding on Purchaser unless Purchaser notifies LIBERTY in writing of any changes not less than ninety [90] days prior to Delivery Date specified on the facing page of the Order.

3.03 At the time of delivery to the Purchaser, LIBERTY shall conduct and Purchaser [or Purchaser's agent] shall participate in a "Delivery Flight" which shall be no more than two [2] hours in length. The flight shall be conducted and controlled by LIBERTY's designated pilot and shall follow a "Delivery Flight Checklist" drawn up by LIBERTY. In the event that any issues or "squawks" are noted during the Delivery Flight, LIBERTY shall have a reasonable time to correct them, and, if necessary, the Delivery Date shall be adjusted accordingly.

3.04 Flight "Orientation" for one pilot is offered as part of this Order and will consist of the LIBERTY Orientation Program in effect at the time of delivery. Purchaser's failure to participate in Orientation within thirty [30] days of Delivery Date will constitute a waiver of Orientation without further obligation on the part of LIBERTY to provide such training. Purchaser acknowledges that this training presumes that the pilot is at least a current and competent private pilot. Purchaser further acknowledges certain preparation may be required prior to the start of the training.

Failure to meet these prerequisites will result in additional training charges. Unless otherwise agreed, all training will take place in Melbourne, Florida at the time of Aircraft Delivery.

## TRANSFER OF TITLE/RISK OF LOSS

4.01 At the time of delivery after receipt of the full Purchase Price including adjustments, LIBERTY shall transfer the Aircraft title to the Purchaser together with an "FAA Certificate of Airworthiness" and an "FAA Aircraft Bill of Sale." LIBERTY warrants that the Aircraft will be free and clear of all encumbrances except those created by or for the Purchaser.

4.02 The risk of loss shall pass from LIBERTY to Purchaser upon signing the LIBERTY "Final Acceptance" document at the time of delivery.

## SUBSTITUTE EQUIPMENT

5.01 LIBERTY reserves the right to substitute equipment other than that specified in this Order or Aircraft components other than those set forth in the Aircraft specifications whenever such substitution is deemed necessary to prevent delay in delivery or to improve Aircraft. Purchaser specifically acknowledges that some of the equipment intended to be in the Aircraft may not be available at time of manufacture. Purchaser agrees that LIBERTY may substitute "like equipment" to the extent that it is available. In the event such substituted equipment has a different "retail value," LIBERTY shall adjust the Purchase Price up or down accordingly.

## DELAY IN DELIVERY

6.01 LIBERTY shall not be liable to Purchaser for any failure or delay in making Delivery when such failure or delay arises from any cause beyond LIBERTY'S control including, but not limited to: Acts of God; accidents; strikes or other labor disputes causing a slowdown or interruption of work; wars, insurrections, riots or other forms of hostilities or civil unrest; delays or failure in transportation; delays or inability to secure materials, parts or equipment necessary to manufacture or complete the Aircraft; governmental acts of constraint; or the delay or failure to deliver by any vendor or subcontractor. In the event that any delay is anticipated, LIBERTY'S sole obligation is to notify Purchaser of a new Delivery Date as soon as possible.

## TERMINATION

7.01 Should LIBERTY fail to deliver the Aircraft within ninety [90] days after the Delivery Date, Purchaser may, as its sole remedy, upon ten [10] days written notice and failure by LIBERTY to deliver the Aircraft within the ten [10] day period, cancel this Order, and LIBERTY shall refund all payments made by the Purchaser. This ninety [90] day "grace period" shall be in addition to any period of delay caused by events referenced in Section 6, which are outside of LIBERTY'S control.

7.02 LIBERTY may terminate this Order if:

- A) Purchaser fails to make payments as outlined in Section 2.04
- B) Purchaser fails to make a timely response if requested to confirm details of optional equipment required on Aircraft.
- C) Purchaser fails to timely arrange acceptance of the Aircraft on Delivery Date.
- D) A proceeding under any law of bankruptcy, insolvency or reorganization or relief of debtors is instituted by or against the Purchaser.
- E) Purchaser otherwise fails to meet its obligations pursuant to this Order.

7.03 In the event LIBERTY elects to terminate this Order

pursuant to Section 7.02, LIBERTY shall forward a written notice to Purchaser and shall receive or retain, as the case may be, as liquidated damages, and not as penalty, the full amount of deposits made by Purchaser pursuant to this Order. This remedy is not exclusive, and LIBERTY may pursue any other rights or remedies available to it in law or in equity for enforcement of this Order.

## CANCELLATION FOR PURCHASER'S CONVENIENCE

8.01

In the event the Purchaser chooses to cancel this Order other than under Section 7.01 within thirty [30] days of the acceptance of the Order by LIBERTY, but only if such cancellation is more than ninety [90] days before the Delivery Date, then LIBERTY will refund deposits paid by Purchaser. Purchaser's requested cancellation must be in writing. Except as stated in this Section, deposits are not refundable. Where deposits are refundable such refunds will be made within forty-five [45] days of cancellation date.

## EXPRESS LIMITED WARRANTY

9.01

The Aircraft is being sold to Purchaser with LIBERTY'S Standard Warranty, which covers the basic Aircraft, together with an assignment of the specific warranties provided by the engine, avionics, instruments, and equipment manufacturers.

LIBERTY does not provide any warranty for those components which are separately warranted by component manufacturer. PURCHASER AGREES THAT, EXCEPT AS SET FORTH IN THE AIRCRAFT STANDARD WARRANTY, LIBERTY MAKES NO OTHER OR FURTHER WARRANTIES AND SPECIFICALLY EXCLUDES AND DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. ALL OTHER OBLIGATIONS OR LIABILITIES OF LIBERTY IN CONTRACT OR TORT, WHETHER UNDER A THEORY OF NEGLIGENCE OR STRICT LIABILITY OR OTHERWISE, WHETHER FOR CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF THE SALE, USE OR OPERATION OF THE AIRCRAFT, OR OTHERWISE, ARE EXCLUDED BY LIBERTY AND HEREBY EXPRESSLY WAIVED BY PURCHASER. PURCHASER ACKNOWLEDGES THAT THE AIRCRAFT IS A GENERAL AVIATION AIRCRAFT NOT SUITED FOR COMMERCIAL TRANSPORT

9.02 Failure to maintain the Aircraft according to the published recommended maintenance schedule, and any modifications of the Aircraft except as approved in writing by LIBERTY, will invalidate the Aircraft Standard Warranty.

## ASSIGNMENT

10.01 LIBERTY may assign the rights and obligations under this Order to a third party provided that all obligations of LIBERTY to the Purchaser set forth in this Order have been assumed by such third party in full. Purchaser may not assign any of its rights or obligations under this Order without written approval of Liberty.

## NOTICES

11.01 Any notice to be given under this Order shall be sent first class or overnight mail, or by facsimile to the address set forth on the face of this Order or such other address as the party shall designate in writing. Each notice or demand shall be deemed to have been given or made when actually received or seventy-two [72] hours after being sent, whichever occurs first.

## DIGITAL COPIES

12.01 Purchaser agrees that digitally produced and/or stored copies of this Order or any other document associated with this Order are to be considered equivalent to original or "paper" documents.

## APPLICABLE LAW

13.01 This Order and all related transactions shall be constructed and interpreted in accordance with the laws of the State of Florida and its performance shall be governed by the laws of that State. Any action to be brought in arbitration or in a court of law to enforce an arbitration decision shall be brought in the city of Melbourne, Brevard County, and state of Florida. Any Federal action to enforce an arbitration decision shall be brought in the Federal District Court for the District of Florida, Brevard Division.

## ARBITRATION

14.01 Parties agree that, should a dispute, controversy or claim arise out of this Order, they shall endeavor to negotiate in good faith to resolve the dispute. In the event that the parties are unable to resolve their dispute, it shall be submitted to binding arbitration by a single arbitrator selected pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. No depositions or discovery shall be permitted or required by the Arbitrator. The Arbitration shall take place in Melbourne, Florida. The prevailing Party in any action brought regarding termination of this Order under Sections 7.01, 7.02, or 7.03 shall be awarded their costs of the action including actual attorney's fees incurred; in any other action, the Parties shall each be responsible for their own fees and costs. The decision by the Arbitrator shall be final and shall be enforceable by any court and/or judicial body.

## SEVERABILITY

15.01 If any of the terms or conditions of this Order are determined or held to be illegal or unenforceable, the remainder of the Order shall be interpreted as if the invalid term or condition did not exist in the original Order.

## BINDING ORDER

16.01 This Order when signed by both Parties, is a binding contract of the Parties, their assigns or successors in interest. LIBERTY reserves the right to a three [3] business day review period before such final acceptance becomes binding.