

Pipistrel USA Sales Agreement

Note: this first page does not get given to the customer it is used to populate the sales agreement.

Insert Date	
Customer Information	
Customer/Purchasers Name	
Customer/Purchasers Address	
Customer/Purchasers Phone No	
Customer/Purchasers Email	
Delivery Information	
Delivery Location	
Expected Shipping from Factory	
Payment Information	
Deposit Amount	
Second Payment Amount	
Final Payment Amount	
Total Payment Amount	
Dealer Fees	



Pipistrel USA

Unit 2, No. 481 Scottsdale Drive
Varsity Lakes QLD 4227. Australia

☎ Phone USA +1 213 984 1237 ✉ Email info@pipistrel-usa.com

AIRCRAFT PURCHASE AGREEMENT

This Aircraft Purchase Agreement is dated, _____ between the following parties:

Pipistrel USA of Unit 2 No. 481 Scottsdale Drive, Varsity Lakes Queensland Australia 4227 in the state of Queensland – Australia (hereinafter called "Seller")


AND

Documents referenced and part of this entire agreement

- The Aircraft Purchase Agreement - This document
- Schedule One – Microsoft Excel file showing aircraft options, prices and items ordered
- Schedule Two – List of standard inclusions provided with aircraft
- Schedule Three – Aircraft performance specifications
- Schedule Four – Aircraft warranty details and conditions
- Schedule Five – Payment information deposit details

Agreement

Purchaser agrees to purchase from Seller and Seller agrees to sell to Purchaser on the terms and conditions of this Agreement, the new aircraft together with the options and accessories (all of which hereinafter called "The Aircraft") described in Schedule One (which includes the order and invoice), attached to this Agreement and made a part hereof for all purposes.

For and on behalf of Pipistrel USA. Michael Coates	Customer.
Signature 	Signature
Date:	Date:

Delivery

1. Delivery:


a. Seller will deliver The Aircraft to _____ (or another location as advised by Purchaser), (the "Delivery Location") The expected shipping date from Pipistrel is _____ (the "Expected shipping Date"). Seller will make The Aircraft available to Purchaser at the Delivery Location on arrival of The Aircraft.

b. Seller shall provide Purchaser, concurrent with delivery of The Aircraft, one copy of the applicable airframe, engine, options and accessories publications, together with all other documentation necessary to permit the registration of The Aircraft in the category selected in the order. All such publications will be in the English language.

2. Payment:

Purchaser shall pay the total price of The Aircraft by cash, bank cheque, or electronic bank transfer as directed by the Seller in the following manner:

Deposit payable upon signing this Agreement in EURO. This payment is refundable if the aircraft order is cancelled before it goes into production and not later than 12 weeks before the planned shipping date.	
Progress payment 12 weeks before delivery of 50% of purchase price in EURO The second payment (50% of the aircraft price) must be made no later than 12 weeks before the shipping date to assure that the aircraft goes into the production process. From this point the onwards, regardless of order cancellation, all previously paid monies become non-refundable.	
Balance of purchase price payable immediately prior to shipping in EURO	
Total Purchase Price for The Aircraft in EURO*	

For and on behalf of Pipistrel USA. Michael Coates	Customer.
Signature 	Signature
Date:	Date:

3. Delivery:

Seller warrants that The Aircraft will be delivered with a Certificate of Conformity and all records and logbooks. Seller will give Purchaser (7) days advance notice of the date that The Aircraft will be shipped to the Delivery Location. If the final payment is not received within the seven (7) day period, Purchaser will incur interest on the unpaid amount at the then current MasterCard credit card rate applicable to the Commonwealth Bank of Australia.

4. Risk of Loss:

Risk of loss of The Aircraft shall pass to the Purchaser upon delivery of The Aircraft at the Delivery Location, in the manner specified in Clause 3. Insurance for shipping The Aircraft will be the arranged by Seller and paid for by Purchaser usually as part of the freight charges (unless otherwise noted). Shipping insurance is compulsory and not negotiable.


5. Title:

Upon final payment of The Aircraft due hereunder, Seller shall transfer title of The Aircraft to Purchaser, free and clear of any and all liens, privileges, encumbrances, charges and rights of Seller and all others.

6. Additional Warranties and Liabilities:

Seller warrants that on delivery:-

- i. It will have good and marketable title to The Aircraft, free and clear of all liens, charges, mortgages and encumbrances and shall convey the same to Purchaser;
- ii. The Aircraft will conform in all respect with its descriptions in this Agreement and attachments;
- iii. All aircraft records and logbooks are complete and accurate;
- iv. The Aircraft will be in good working order and condition;
- v. The Aircraft shall be reasonably fit for the purpose of flying to the performance criteria set out in Schedule Three attached to this Agreement and made a part hereof for all purposes; and
- vi. The Aircraft shall be of merchantable quality.

For and on behalf of Pipistrel USA. Michael Coates	Customer.
Signature 	Signature
Date:	Date:

7. Choice of law and Jurisdiction:

This Agreement shall be interpreted under and governed under the laws of the State of Queensland, Australia. In the event of any dispute or claim arising out of this Agreement, the parties hereby agree that any lawsuit or legal action shall be filed in the courts of the State of Queensland, Australia.

8. Force Majeure:


If Seller shall be unable to perform its obligations under this Agreement because of intervention of a Force Majeure, which term shall include but not limited to strikes, lockouts or other labor disturbances, riots, epidemics, war, government regulations, fire, acts of God, difficulty in obtaining parts or raw materials, failure of performance by subcontractors or any other causes beyond its control, then Seller shall not be responsible for delays in delivery or performance under this Agreement. Seller shall give reasonable notice to Purchaser upon the occurrence of such an excusable delay. Seller shall make reasonable efforts to remedy the Force Majeure and shall keep Purchaser advised as to the status of such efforts. If a delay in delivery or performance extends beyond 60 days from the Expected Delivery Date, then Purchaser may cancel this Agreement, whereupon the sole liability of Seller shall be to return all payments made by Purchaser.

9. Taxes and duties:

Purchaser agrees, in addition to the total price specified herein, to pay all taxes (including state taxes), duties or imposts, customs clearance and internal ground freight (additional to those already noted), or any other charges or additions thereto, upon the sale of The Aircraft which are levied, assessed or required to be paid by laws both federal and state.

10. Responsibility for certain losses:

Neither party shall hold the other responsible for, and each party hereby releases the other party from, all loss or damage to its property or injury to or death of its employees, agents, or representatives occurring in the course of performing this Agreement, except as a result of the other party's willful misconduct. The foregoing applies, without limitation, to losses caused by mechanical defects, parts failure or accidents. The limitations in this Section 10 do not negate the warranties set forth in Sections 5 and 6 of this Agreement.

For and on behalf of Pipistrel USA. Michael Coates	Customer.
Signature 	Signature
Date:	Date:

11. Severability and waiver:

If any provision of this Agreement is or becomes null or unenforceable by force of law, the other provisions shall remain valid and enforceable. Waiver of one provision by either party shall not act as a waiver of any other provision.

12. Entire Agreement:

This Agreement constitutes the entire agreement between the parties and supersedes all prior Agreements, representations, negotiations, proposals or discussions between the parties with respect to the subject matter hereof. No modifications or supplement hereto shall be effective unless in writing and signed by both parties.

13. Euro Currency:


Purchaser acknowledges that the purchase of The Aircraft is for a fixed price, payable in Euro Currency and the purchasers local currency exchange rate may change between the time of the deposit and the final payment prior to dispatch from the factory of the manufacturer.

14. Default:

a. If Purchaser fails to punctually observe and perform all of Purchaser 's obligations under this Agreement, Seller may in its option, and without affecting any other rights or remedies it may have, by giving written notice to Purchaser terminate this Agreement and resell the goods without any liability to the Purchaser and:

- i. Retain any monies paid on account of the purchase price provided they shall not exceed 10% of the total price of The Aircraft, and promptly refund the balance of all such monies; or
- ii. Recover from Purchaser an amount representing 10% of the total price of The Aircraft as liquidated damages for breach; or
- iii. Sue Purchaser for breach of contract or resell The Aircraft, and any shortfall arising from the resale shall be recoverable from Purchaser as liquidated damages.

b. If Seller fails to punctually observe and perform all of Seller's obligations under this Agreement, Purchaser may at its option, and without affecting any other rights or remedies it may have, by giving written notice to Seller:

For and on behalf of Pipistrel USA. Michael Coates	Customer.
Signature 	Signature
Date:	Date:

- i. Terminate this Agreement, in which case all monies paid by Purchaser pursuant to this Agreement shall become immediately repayable by Seller; or
- ii. Sue Seller for breach of contract.

15. Assignment:

This agreement may not be transferred or assigned without written authorization signed by the Seller and Purchaser.

16. Legal Fees:

In the event of any actions filled in relation to this agreement the unsuccessful party in the action shall pay to the successful party a reasonable sum for the successful party's legal fees.

17. Paragraph Headings:

The headings to the paragraphs to this agreement are solely for convenience and have no substantive effect on the agreement nor are they to aid in the interpretation of the agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first set out.

Executed on behalf of the Purchaser

Executed for and on behalf of Pipistrel USA by the said Michael Coates.

For and on behalf of Pipistrel USA. Michael Coates	Customer.
Signature	Signature
Date:	Date: