

BUSHLINER AIRCRAFT LLC
PURCHASE ORDER AND AGREEMENT
CYCLONE 1850

Buyer:

- Name: [Buyer Name]
- Address: [Buyer Address]
- Post/ZIP Code: [Buyer Post/ZIP Code]
- Country: [Buyer Country]
- Contact Name: [Contact Name]
- Email: [Buyer Email]
- Telephone: [Buyer Telephone]

Aircraft

1850 Base Airframe

NOTE:

Early adopters are invited to place an order initially for the base airframe only. A full list of configurable options will be made available prior to the fabrication stage payment falling due along with an online configurator tool. At this future time, any desired available option can be specified for the aircraft and added to the order. The associated cost of the items will be added to the fabrication stage payment.

Factory builder assistance is presented as an option at this time.

If the buyer elects to complete the aircraft outside of the Bushliner facility, the model will be designated as a “Cyclone 1850EX” abbreviation for Experimental.

If the buyer elects to complete the aircraft at the Bushliner facility, the model will be designated as a “Cyclone 1850FX” abbreviation for Factory-Experimental.

Payment	Amount
Deposit Payment	\$30,000
Fabrication Payment	\$135,000
Delivery Payment	\$135,000
Total Price	\$300,000
All prices exclude any applicable tax.	

To: Bushliner Aircraft LLC
Please take this as my/our offer to purchase the Bushliner 1850 aircraft for the purchase price specified above, subject to the Bushliner Aircraft LLC Standard Terms and Conditions of Sale (OCTOBER 4, 2023), which I/we have read, understood, and accept.

Buyer:

- Date: [Date]
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Production number and delivery window will be provided in the Bushliner 1850 order confirmation within two business days after receiving the Deposit Payment.

Bushliner Aircraft LLC

Standard Terms and Conditions

October 4, 2023

1. Scope and interpretation

1.1 These Terms and Conditions (these “Terms”) shall apply to all contracts and agreements between Bushliner Aircraft LLC and the Buyer to the exclusion of any other terms and conditions. Additional or alternative terms and conditions shall not bind the parties unless expressly accepted in writing and signed by an authorized representative of Bushliner Aircraft LLC. Any additional, alternative, or other provisions contained in any purchase order or other communication from the Buyer are hereby rejected and shall have no binding effect.

1.2 Capitalized terms used in these Terms shall have the meanings given to them in Section 18.

2. Acceptance

No binding contract for the sale and purchase of an Aircraft shall exist unless and until the Buyer delivers an Order to Bushliner Aircraft LLC confirming the incorporation of these Terms, and Bushliner Aircraft LLC delivers a written acceptance of an Order to the Buyer referencing the Order (the ‘Order Acceptance’). No other form of acceptance shall have any force or effect. Silence on the part of Bushliner Aircraft LLC shall not constitute acceptance of an Order. No person or entity other than Bushliner Aircraft LLC is authorized to accept an Order.

3. Delivery assembly and risk

3.1 The Aircraft shall be delivered at the Bushliner Aircraft LLC Facility in its component parts for final assembly by the Buyer either at the buyer’s facility, or with **Bushliner FAB** program (Factory Amateur Built)

Orders are acknowledged and optional build sequence positions allocated on a first-come, first-served basis.

3.2 The Buyer understands and acknowledges that the Aircraft is sold as an Amateur-Built Aircraft. The Buyer agrees that the Buyer has responsibility for the assembly and build of the Aircraft, and that the obligation of Bushliner Aircraft LLC regarding the delivery of the Aircraft is complete upon the delivery of the component parts at the Bushliner Aircraft LLC Facility in accordance with Section 3.1. Shipping or other transport of the aircraft in any condition is assumed additional.

3.3 The Buyer acknowledges and understands that an authorization to operate the Aircraft under an amateur built/constructed category will not be issued by the competent national regulatory authority unless, when the aircraft build is complete, no less than 50% of assembly and build tasks have been performed by the Buyer (the ‘51% Rule’) as determined by the applicable FAA representative.

During the assembly and build, the Buyer shall keep and maintain a builder’s log and checklist sufficient to enable the competent national regulatory authority to determine that, following completion of the build, the Aircraft complies with the 51% Rule.

If the completed aircraft as acknowledged does not meet the requirements for amateur built status the buyer agrees to modify or equip the aircraft thus creating additional tasks to perform. Bushliner Aircraft LLC will take a solution-based approach and prioritize a resolution.

3.4 FAB Program (Factory Amateur Built)

If the buyer elects to participate in the FAB program and perform the assembly and build of the Aircraft at the Bushliner Aircraft LLC Facility, they shall undertake such work during the period of the build slot assigned by Bushliner Aircraft LLC.

The Buyer must choose from options provided only by Bushliner Aircraft LLC to be eligible for FAB.

The Buyer may not supply any components for FAB.

The buyer must choose options sufficient to finish the aircraft prior to 12 months before the delivery window. If options are not chosen Bushliner LLC will by default choose an appropriate option prior to order acceptance. The aircraft will be delivered and found airworthy initially on wheel landing gear. Floats and skis may be ordered with the aircraft

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and installed after airworthiness is achieved either at Bushliner or another available and appropriate facility, subject to availability.

Custom Specifications:

Special requests such as color, interior, special mission and law enforcement equipment and any other specifications not featured on the Bushliner 1850 build and price tool will impact the total price and installment structure.

Bushliner Aircraft LLC will provide the Buyer/builder with education, instruction, technical support, advice, and assistance, including the use of Bushliner Aircraft LLC's equipment to assist the Buyer/builder to assemble the Aircraft at the Bushliner Aircraft LLC Facility and make it airworthy and ready for flight. Nothing in this Section 3.4 limits the obligations and responsibility of the Buyer regarding the assembly and build of the Aircraft.

3.5 At all times while the Buyer or the Buyer's employees, agents, or representatives are present at the Bushliner Aircraft LLC Facility, the Buyer shall comply, and shall procure that each of the Buyer's employees, agents, and representatives shall comply, with both Bushliner Aircraft LLC's workplace policies and procedures and all reasonable directions of Bushliner Aircraft LLC. The Buyer shall indemnify and hold Bushliner Aircraft LLC harmless from any loss or damage (including third-party claims) arising out of the failure of the Buyer or any of the Buyer's employees, agents, or representatives to comply with this Section 3.5 or otherwise resulting from their acts or omissions.

3.6 If the Buyer refuses or fails or is unable to take delivery of the Aircraft, or if the Buyer either requests or causes a delay in delivery, the whole of the price shall immediately fall due for payment. The Buyer shall reimburse Bushliner Aircraft LLC in full for any storage or other costs incurred by Bushliner Aircraft LLC as a consequence of such refusal, failure, or delay. In the event that the period of such refusal, failure, or delay exceeds three months, without limiting any other remedies available to Bushliner Aircraft LLC, Bushliner Aircraft LLC shall be entitled to cancel the order and to retain any amount of the price already paid by way of liquidated damages as well as the physical assets of the order.

3.7 Bushliner Aircraft LLC shall use, and shall procure that its Affiliates shall use, commercially reasonable efforts to design, develop, and manufacture the Aircraft capable of approval upon completion of assembly for operation as an Amateur-Built Aircraft. The Buyer understands and acknowledges that those tasks involve complex engineering and technical challenges, and there is a risk that Bushliner Aircraft LLC and its Affiliates will be unable to complete the design and delivery of the Aircraft by any particular date. The Buyer acknowledges and accepts such risk and agrees that time is not of the essence of any contract made between Bushliner Aircraft LLC and the Buyer, and that Bushliner Aircraft LLC shall have no liability to the Buyer in the event of delay in the delivery of an Aircraft.

3.8 Specifications or any description of Aircraft or any Optional Equipment appearing in any catalogue or marketing materials shall not form a part of any contract between Bushliner Aircraft LLC and the Buyer unless such specification or description is specifically referenced and restated in either (a) the schedule to these Terms or (b) in the Order and specifically acknowledged by Bushliner Aircraft LLC in the Order Acceptance.

3.9 Bushliner Aircraft LLC may make such changes to the Aircraft design or specification as it, in its absolute discretion, considers necessary or desirable for any reason and with or without notice to the Buyer, provided that such changes shall not materially adversely affect the functionality or performance of the Aircraft. Without limiting the generality of the preceding sentence, Bushliner Aircraft LLC may make any changes to the design or specification necessary or desirable to conform to any applicable standard, regulation, or law or to avoid infringement of the intellectual property rights of any third party.

3.10 For the avoidance of doubt, Bushliner Aircraft LLC does not make sales or deliver Aircraft outside the United States or at any place other than at the Bushliner Aircraft LLC Facility. In the event that the Buyer wishes to export the Aircraft following delivery, Bushliner Aircraft LLC may provide storage facilities at the Buyer's cost and risk pending collection by the Buyer's carrier.

3.11 Licensing and Registration

During the course of the manufacture, A registration number ("N" number) may be requested by the Customer. In such cases, Bushliner will request a Limited Power of Attorney for the purpose of executing all required FAA documentation for the airworthiness, and registration certificate process. This Limited Power of Attorney will prevent delays in processing the papers and keep the process on schedule.

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4. Price and payment

4.1 The purchase price for the Aircraft shall be the price specified in the Order and confirmed in the Order Acceptance (the 'Price'). The Price excludes any applicable tax. Bushliner Aircraft LLC prioritizes delivery schedule and as such may need to pay more to obtain resources that may change based on global supply or economic conditions.

Bushliner LLC may at its discretion increase pricing by installment and notify the buyer of the changes prior to their inclusion in fabrication and/ or delivery payments.

4.2 The Buyer shall pay the Price in three installments. The Buyer shall pay:

- (a) the Deposit immediately following the execution of this Agreement;
- (b) the Fabrication Payment 12-Months prior to the agreed delivery window; and
- For homebuilt 1850EX Aircraft Kits:
 - (c) the Delivery Payment upon completion of the 49% built kit aircraft per Schedule 1.
- For Factory Built 1850FX Aircraft:
 - (c) Upon receipt of Airworthiness
- each together with any applicable tax. In the case of a sale for export, the Buyer will provide Bushliner Aircraft LLC with such evidence of the Buyer's intention to export as Bushliner Aircraft LLC may reasonably require. Any items backordered will not constitute a hold back amount as long as Bushliner LLC fulfilled its obligations in subsection (c) above. In this instance Bushliner may make a substitution. I.e., if the aircraft was specified with a 14" tailwheel, but such tailwheel is unavailable, Bushliner may issue a change order and deliver the aircraft with a different tailwheel required to obtain 1850FX airworthiness or simply not at all for 1850EX kit customers as the item will remain backordered.

The buyer acknowledges that pricing for listed options may change between now and the fabrication payment due date. The buyer may request that the fabrication payment shall be made early, which will lock in the listed prices for options

4.3 Subject to Section 10.3, the Deposit is non-refundable. The Buyer acknowledges and agrees that Bushliner Aircraft LLC has or will incur costs and expenses in connection with the design, development, and manufacture of the Aircraft, and that if the Buyer does not complete the purchase in accordance with these Terms, Bushliner Aircraft LLC will suffer loss and damages of which the amount of the Deposit is a reasonable assessment. In the event that the Buyer fails to pay the Fabrication Payment when due, the Deposit shall be forfeit to Bushliner Aircraft LLC in full by way of liquidated damages and not as a penalty, without any set-off or deduction whatsoever.

4.4 In addition to any other rights and remedies Bushliner Aircraft LLC may have, if any payment due to Bushliner Aircraft LLC is not made on the due date:

- **(a) all legal remedies Bushliner Aircraft LLC may have are expressly reserved and retained; including late penalties referenced on the invoices provided.**
- **(b) any part of the Price then remaining unpaid shall become immediately due and payable, and**
- **(c) Bushliner Aircraft LLC may suspend further deliveries to the Buyer until the whole of the Price is paid without deduction or set-off.**

5. Title and risk of loss

5.1 Title in the Aircraft and each of the components shall remain in Bushliner Aircraft LLC until the Buyer has paid the Price in full without any deduction or set-off whatsoever.

5.2 Risk of loss in the Aircraft shall pass to the Buyer upon delivery in accordance with Section 3.1.

6. Warranties

6.1 Bushliner Aircraft LLC warrants that each component of the Aircraft produced by Bushliner Aircraft LLC shall be free from defects in materials and workmanship at the time of delivery and appearing within two years of delivery or five hundred flight hours, whichever occurs first (the 'Aircraft Warranty'). In the event of any defect appearing within such warranty period, Bushliner Aircraft LLC shall at its option either repair or replace the component, which shall be the Buyer's exclusive remedy.

6.2 Bushliner Aircraft LLC is not liable for any claim under the Aircraft Warranty unless the Buyer has given Bushliner Aircraft LLC a notice of the claim, specifying in reasonable detail the

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nature of the breach of warranty in the case of a claim made under the Aircraft Warranty, within 30 calendar days after the expiry of the warranty period specified in Section 6.1.

6.3 The Aircraft Warranty is the Buyer's sole and exclusive warranties and remedies in connection with the Aircraft.

6.4 Nothing in these Terms shall limit or exclude any rights that the Buyer may have under applicable law.

6.5 Manufacturer's Warranty: Products utilized within the manufacture of the kit that are not produced by Bushliner may have warranties associated with their respective manufacturers. A copy of those warranties is provided to the Customer at the time of delivery of the completed aircraft (or kit).

7. Aircraft Operation

7.1 Following completion of the purchase of an Aircraft pursuant to these Terms, the Buyer shall not:

(a) permit any person to operate the Aircraft as pilot-in-command who has not read the Bushliner 1850 Aircraft Flight Manual and applicable Aircraft Flight Manual Supplements for a comprehensive understanding of the particular (individual) aircraft they are to be responsible for in operation, handling, and care.

(b) permit any person who has not flown and logged appropriate time-in-type or experience sufficient to automatically qualify for the owner's insurance as pilot-in-command to operate the Aircraft as pilot-in-command and carry one or more passengers; or

(c) make any modification to the Aircraft or use any parts, components, or accessories without prior written approval of Bushliner Aircraft LLC.

7.2 The Buyer shall indemnify Bushliner Aircraft LLC and any of its Affiliates and hold each of them harmless from any loss or damage arising from any claim by any third party either (a) relating to an accident or incident involving the Buyer's Aircraft while under the command of a person whom the Buyer has permitted to operate the Aircraft as pilot-in-command in breach of Section 7.1, or (b) otherwise howsoever from the Buyer's use and operation of the Aircraft, or (c) arising by reason of any modification or use of any parts, components or accessories not authorized and approved by Bushliner Aircraft LLC.

8. Limitation of liability

8.1 Notwithstanding any other provisions in these Terms:

(a) without limiting the generality of Section 6.3, EXCEPT FOR THE WARRANTIES SPECIFICALLY PROVIDED IN THESE TERMS, BUSHLINER AIRCRAFT LLC MAKES NO REPRESENTATIONS NOR GIVES ANY WARRANTIES AND ALL CONDITIONS OR WARRANTIES IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE HOWSOEVER, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, ARE HEREBY EXCLUDED TO THE FULL EXTENT PERMITTED BY LAW;

(b) any obligation, liability, right, claim or remedy in tort (including, without limitation, for the avoidance of doubt any breach of statutory duty) that the Buyer may otherwise have against Bushliner Aircraft LLC in any jurisdiction is hereby excluded to the full extent permitted by law; and

(c) Bushliner Aircraft LLC shall not be liable to the Buyer in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising for any loss of profit or any indirect or consequential losses or damages of any nature whatsoever including, but not limited to, loss of revenue, profits, goodwill, reputation or data, even if Bushliner Aircraft LLC has been advised of the possibility of such loss being incurred.

8.2 Bushliner Aircraft LLC's aggregate liability to the Buyer arising out of the supply of the Aircraft will in no event exceed the amount of the base price.

8.3 The Buyer agrees and acknowledges that these Conditions have been the subject of discussion and negotiation and are fully understood by the Buyer, and that the mutual

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agreements of the parties set forth in the Conditions were arrived at in consideration of the provisions of this Section 8 specifically including the limitations set forth in this Section 8.

8.4 Nothing in these Terms shall exclude, or be construed as an attempt to exclude, any liability of Bushliner Aircraft LLC which cannot, as a matter of law, be excluded.

8.5 Except as expressly stated, each of the sections and subsections of this Section 8 is to be construed as a separate limitation, applying and surviving even if for any reason one or more of the Sections is held to be inapplicable or unreasonable in all or any circumstances.

9. Force Majeure

Bushliner Aircraft LLC shall not be liable for delay or failure in performance of any of its obligations to the Buyer attributable in whole or in part to any cause beyond its reasonable control including, but not limited to, actions or inactions of government bodies whether in its sovereign or contractual capacity and including any delay in delivering a regulatory approval, judicial action, war, civil disturbance, insurrection, sabotage, act of a public enemy, act of terrorism, labor difficulties or disputes, failure or delay in delivery by Bushliner Aircraft LLC's suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, epidemic, pandemic, fire, flood, storm or other act of God ('Event of Force Majeure'), or the Buyer's fault or negligence.

10. Cancellation

10.1 Without limiting Bushliner Aircraft LLC's rights under Sections 3 and 4, Bushliner Aircraft LLC may cancel any Order immediately by notice and without further obligation to the Buyer:

(a) if the Buyer fails to make payment of any sum due to Bushliner Aircraft LLC when due; or

(b) if the Buyer becomes insolvent or bankrupt, enters into liquidation, or a receiver, administrator, administrative receiver, manager, trustee or similar officer is appointed in relation to it or over any of its assets or any action is taken or threatened by or against it analogous to the foregoing in any jurisdiction.

10.2 Without limiting the generality of Section 10.1, in the event of the cancellation of any Order pursuant to Section 10.1, Bushliner Aircraft LLC shall have no obligation to return such Deposit to the Buyer.

10.3 In the event that if, having used their commercially reasonable efforts to design, develop and manufacture the Aircraft, Bushliner Aircraft LLC and its Affiliates determine that, in their reasonable opinion, delivery of an Aircraft capable of operation as an Amateur-Built Aircraft meeting the specification appearing in the Schedule is not achievable using reasonable commercial efforts, Bushliner Aircraft LLC may cancel any Order without further liability or obligation to the Buyer except that Bushliner Aircraft LLC shall repay to the Buyer the full amount of any Deposit paid by the Buyer.

11. Intellectual Property Rights

The sale of the Aircraft by Bushliner Aircraft LLC confers on the Buyer no right in, license under, access to, or entitlement of any kind to any Intellectual Property owned by or licensed to Bushliner Aircraft LLC. A license to the copyrighted Bushliner paint liveries will be issued on a case-by-case basis.

12. Governing Law and Jurisdiction

12.1 Subject to Section 13 below, this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Washington, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Washington.

12.2 Choice of Forum. Subject to Section 13 below, Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the state or federal courts with jurisdiction in Seattle, Washington and hereby

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waives any objection or defenses to the jurisdiction of such courts, including without limitation the defense of *forum non conveniens*.

13. Disputes.

13.1 Dispute Resolution. Any dispute arising out of or relating to the Agreement or its interpretation, breach, termination, or validity (each, a "Dispute"), including any Dispute involving an affiliate of any party or any other third party exercising any right or performing any obligation in connection with this Agreement, including any Dispute with respect to the inventorship, ownership, validity, enforceability, or patentability of any intellectual property rights, will be resolved in accordance with this Section [NUMBER]. Either Party may initiate the dispute resolution procedure of this Section [NUMBER] by written notice of a Dispute to the other Party.

13.2 Negotiations. Upon written notice of a Dispute, the Parties shall initially attempt to resolve such Dispute by informal, good faith negotiation.

13.3 Mediation. If the Parties are unable to resolve any Dispute under Section 1.2, the Parties shall submit the Dispute for non-binding mediation administered by JAMS under the JAMS Mediation Rules ("Mediation Rules"). The Parties shall cooperate with each other and JAMS in selecting a neutral mediator; provided that if the Parties are unable to agree on a neutral mediator within ten (10) Business Days after notice of submission of the Dispute for mediation, the Parties shall cause JAMS to appoint a neutral mediator on the Parties' behalf in accordance with the Mediation Rules. The Parties shall participate in such mediation in good faith for a period of ninety (90) Business Days after appointment of the mediator (or such other period as the Parties may mutually agree in writing). The Parties shall bear equally the costs of any mediation, including any fees or expenses of the applicable mediator, provided that each Party shall bear its own costs in connection with participating in such mediation.

13.4 Arbitration. Any Dispute that the Parties are unable to resolve under Sections 13.2 or 13.3 shall be submitted for final and binding arbitration in accordance with this Section 13.4. For the avoidance of doubt, a Party shall submit a Dispute for arbitration only if the Parties are unable to resolve such Dispute in accordance with Section 13.2 and Section 13.3 within the time period set forth therein.

(a) Rules. Except as otherwise expressly provided in this Agreement, arbitration of a Dispute will be conducted by JAMS under the then prevailing Commercial Arbitration Rules of JAMS (the "Arbitration Rules") applying the substantive law specified in Section [GOVERNING LAW SECTION].

(b) Appointment. Arbitration will be conducted by a sole arbitrator appointed in accordance with the Rules.

(c) Award. The arbitrator will issue a written ruling stating the prevailing party and the damages awarded, if any. Arbitration under this Section 1.4 will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and, to the extent applicable, 35 U.S.C. § 294. The arbitration award will be final and binding on the Parties and judgment upon the award may be entered in any court of competent jurisdiction.

(d) Seat. The arbitration proceedings for all Disputes will be conducted in Seattle, Washington.

(e) Costs. Each Party shall bear its own attorneys' fees, costs, and disbursements arising out of the arbitration, and will pay an equal share of the fees and costs of the arbitrator; provided, however, the arbitrator may award to the prevailing Party, if any, reimbursement for any or all of its reasonable attorneys' fees, costs, and disbursements, or the fees and costs of the administrator and the arbitrator.

13.5 Confidentiality. The existence of any Dispute, all activities conducted under this Section 13 to resolve any Dispute (including any submissions or disclosures made by a Party in any negotiation or proceeding), and any settlement, decision, award, or other resolution of any Dispute will be deemed Confidential Information of each Party as applicable, and neither Party shall disclose, or permit or direct any Third Party (including any [mediator or] arbitrator) to disclose, any such Confidential Information except to the extent necessary to enforce or challenge any such decision or award or to seek interim or provisional relief under Section 1.6, as may be required by Applicable Law.

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13.6 Interim or Provisional Relief. Nothing in this Section will preclude either Party from seeking interim or provisional relief from a court of competent jurisdiction, including a temporary restraining order, preliminary injunction, or other interim equitable relief, concerning a Dispute either prior to or during any mediation or arbitration if necessary to protect the interests of such Party or to preserve the status quo pending resolution of the Dispute. Without prejudice to such interim or provisional relief as may be available from a court of competent jurisdiction, the arbitrator will have full authority to grant interim or provisional remedies and to award damages for the failure of any Party to the Dispute to respect the arbitrator's order to that effect.

13.7 WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

14. Enforceability/ Severability.

If any term or provision of this Agreement is 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. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15. Notices

All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice," and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth above (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid) or by email (delivery receipt requested).

16. Assignment

Any transfer of Customer's position shall be facilitated solely through and managed by Bushliner Aircraft LLC. No private transfers of positions are permitted, and all attempted transfers of positions are null and void. The position transfer occurs only after Bushliner has received all payment(s) due and a contract has been signed by the new owner of the delivery position offered.

17. Entire Assignment and Third Parties.

This Agreement, including Schedule 1 and any other schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

18. Definitions

18.1 Except as otherwise defined herein, In these Terms:

'Affiliate 'means, with respect to Bushliner Aircraft LLC and each direct and indirect subsidiary of Bushliner Aircraft LLC

'Aircraft' means a Bushliner 1850 manufactured by Bushliner Aircraft LLC and supplied in its component parts, and more particularly described in the schedule to these Terms;

'Amateur-Built Aircraft means an amateur build / construction aircraft within the meaning of Title 14, Code of Federal Regulations (14 CFR), part 21, section [21.191\(g\)](#), (defines an amateur-built aircraft as an aircraft "the major portion of which has been fabricated and assembled by person(s) who undertook the construction project solely for their own education or recreation."

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'Aircraft Warranty 'shall have the meaning given to that term by Section 6.1;

'Buyer 'means a person or entity who delivers an Order for the purchase of an Aircraft to Bushliner Aircraft LLC;

'Conditions 'means the standard terms and conditions of sale set out in this document;

'Force Majeure 'shall have the meaning given to that term by Section 9;

'Bushliner Aircraft LLC 'means Bushliner Aircraft LLC or any of its assignees or successors;

'Bushliner Aircraft LLC Facility 'means the Bushliner Aircraft LLC premises located at:
11009 159th Ave NE, Granite Falls, WA 98252

'Intellectual Property 'means all patents, rights to inventions (whether patentable or not), know-how, utility models, copyright, registered and unregistered trademarks, service marks (including any trade, brand, or business names used to differentiate the goods and services), trade, business, and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing-off, unfair competition rights, rights in designs, rights in computer software (including, but not limited to, object and source code and all other machine-readable forms of computer programs), database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including applications for and renewals or extensions of such rights, and all similar and equivalent rights or forms of protection in any part of the world, including rights to enforce and collect damages with respect to an infringement or misappropriation of such rights;

'Optional Equipment 'means the optional equipment, if any, for which an Order has been accepted by Bushliner Aircraft LLC in accordance with the provisions of Section 2.0;

'Order 'means a written order for the purchase of an Aircraft delivered by the Buyer to Bushliner Aircraft LLC;

'Order Acceptance 'shall have the meaning given to that term by Section 2.0; and

'Price 'shall have the meaning given to that term by Section 4.1.

"Delivery window" Refers to a three month time period, Quarterly per calendar year. Payments for the Fabrication Payment are due 12 months prior to the beginning of the delivery window.

17.2 Each reference to 'Aircraft 'shall, where the context permits, include all Optional Equipment included in the relevant Order that has been accepted by Bushliner Aircraft LLC in accordance with the provisions of Section 2.

17.3 Any reference in any agreement, order, acknowledgment or other communication between Bushliner Aircraft LLC and the Buyer to Bushliner Aircraft LLC's standard terms and conditions shall be deemed to be a reference to these Terms.

17.4 The term 'and/or 'denotes a reference to both of the adjoining terms and of them individually.

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SCHEDULE 1:

1. Type: The Bushliner 1850 is a single-engine, amateur-built fixed-wing aircraft designed for recreational use. It features a construction utilizing a combination of aluminum and carbon fiber materials for strength and lightweight characteristics.

2. Seating Capacity: The cabin of the Bushliner 1850 can comfortably accommodate up to 4 adult passengers. Additionally, the aircraft offers in-cabin stowage for hand luggage, ensuring a convenient travel experience.

3. Baggage Capacity: The aft fuselage of the Bushliner 1850 houses a spacious baggage bay providing ample storage space.

4. Airframe Design: The aircraft boasts an aerodynamic design that optimizes efficiency during flight. The use of aluminum and carbon fiber materials enhances durability and performance.

5. Landing Gear: The Bushliner 1850 is equipped with a fixed landing gear provisions as standard, suitable for various types of landing surfaces. The aircraft is also designed to accommodate alternative landing gear configurations, including floats for water landings and snow skis for winter operations, enhancing its versatility.

The 1850 Base Airframe includes all chapters below as described to facilitate the construction of the airframe. This is supplied as a quick-build kit in reference to FAA regulations, and is constructed to approximately 49%

25- EQUIPMENT AND FURNISHINGS

Pilot and Co-Pilot seats, articulating.

Carbon Fiber overhead center console.

25-21-01 RESTRAINT SYSTEM INSTALLATION

Provision only, select seatbelt type and color.

27- FLIGHT CONTROLS

U control for center stack radios, bushings, sprockets, chain, cables, hardware.

Dual modern yokes with push-to-talk provision, tubes, adapters, hardware.

27-10-00 AILERON CONTROL SYSTEM

Control cables, bell cranks configured for Garmin autopilot, pushrods, hardware.

27-20-00 RUDDER CONTROL SYSTEM

Control cables, turnbuckles, bell cranks, pushrods, hardware.

27-21-00 RUDDER PEDALS INSTALLATION

Rudder pedals, torque tubes, brake cylinder mounts, springs, bushings, hardware.

27-30-00 ELEVATOR CONTROL SYSTEM

Control cables, turnbuckles, spring, bell cranks, links, pushrods, hardware.

27-30-01 STABILIZER TRIM CONTROL SYSTEM

Galvanized McFarlane control cables, McFarlane jack-screws, turnbuckles, hardware.

27-50-00 FLAP CONTROLS INSTALLATION

Control cables, flap handle, turnbuckles, spring, bell cranks, links, pushrods, hardware.

28- FUEL SYSTEM

Red vented fuel caps two per wing.

Dual 1/2" fuel line feeds from each tank, low point sump drains near rear doorpost, dual 3/8" fuel returns, Andair fuel valve with LEFT, RIGHT, BOTH, and OFF positions, dual fuel filters, fuel strainer, dual wing vents with check valve.

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52- DOORS

Upward swinging cabin doors, gas struts, internal latch, arm rest, door seal.

Aft cargo doors, latches, locks, door seal. **53- FUSELAGE**

Fuselage constructed of 2024T3 or heat-treated alloy, solid rivets, seaplane provisions, hardware. Refueling steps and handles on boot-cowl, struts, hardware, upgraded with reinforced gearboxes, NextGen Panel System frame kit.

55- STABILIZERS

Horizontal stabilizer, high strength aft attachment, fairings, hardware.

Elevators, bell cranks, nylon bearings, fairings, hardware. Vertical and dorsal fin, top fairing for small beacon, hardware. Rudder, bearings, fairing, hardware.

56- WINDOWS

Solar Gray windshield, no center strap, no compass block, hardware. Windows: UV Solar Gray, Hardware. Left and Right skylight window, bezel, hardware.

57- WINGS

Set of Bushliner wings totaling a 38-foot span when installed.

High strength MPI inspected wing bolts, eccentric bushings.

WING STRUCTURE ASSEMBLY

2024 construction, integral tank, improved access, landing light provisions in both, Sportsman STOL airfoil.

FUEL BAY STRUCTURE ASSEMBLY

Integral type, Interior sealed and pressurized prior to shipment.

STRUT ASSEMBLY-WING

Extruded struts with additional contact area between strut and fitting for durability.

LEADING EDGE ASSEMBLY

Sportsman STOL kit included

57-50-00 FLAP INSTALLATION

Extra-long flaps, trailing edge stiffener, McFarlane flap rollers, hardware.

57-60-00 AILERON INSTALLATION

Aileron, balance weights, hinges, hardware.