

**PURCHASE ORDER AND AGREEMENT  
BUSHLINER 1850 AIRCRAFT**

Buyer:

- Name:
- Address:
- Post/ZIP Code:
- Country: USA
- Contact Name:
- Email:
- Telephone:

**ORDER SUMMARY**

**BUSHLINER CYCLONE 1850FX**

**AMATEUR BUILT FACTORY ASSIST AIRCRAFT**

**NOTE:**

A comprehensive list of customizable features has been provided, and selections are finalized upon the signing of this document. This list is attached in Schedule 2.

The associated costs for chosen options will be integrated into the fabrication stage payment. Fabrication stage pricing is determined one month prior to payment due date. Early payment may result in locked in pricing for some or all selected options.

**Note:** *If LY-CON engine tuning options are selected, the buyer is required to pay \$100,000 eighteen months prior to the delivery window, or six months prior to the FAB payment being due. Color must be specified at this time.*

The Buyer is required to participate in the Bushliner FAB program to achieve FAA Experimental Amateur Built Airworthiness. Scheduling will be coordinated in advance to respect production timelines and Buyer availability.

The aircraft will be designated as a "Cyclone 1850FX" for Experimental Factory Assisted aircraft.

**DELIVERY WINDOW:**

**DELIVERY LOCATION:**

<b>PURCHASE DESCRIPTION</b>	<b>Amount</b>
(1) Deposit Payment	\$125,000.00
(2) Fabrication Stage Payment	\$423,984.00
(2) Selected Options	\$169,695.00
(3) Delivery Payment	\$125,000.00
<b>Order Total (USD)</b>	<b>\$843,679</b>
This is not an invoice. All prices exclude any applicable taxes, fees or other charges.	

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 any applicable taxes and the Bushliner Aircraft LLC Standard Terms and Conditions of Sale Dated 4/8/2024, which I/we have read, understood, and accept.

Buyer:

- Date:
  
- Signature:

# PURCHASE ORDER AND AGREEMENT BUSHLINER 1850 AIRCRAFT

## Bushliner Aircraft LLC Standard Terms and Conditions of Sale 4/10/2024

### 1. Scope and interpretation

1.1 These Terms and Conditions (these “Terms” or this “Agreement”) shall apply to all contracts and agreements between Bushliner Aircraft LLC (hereafter “Bushliner”) 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 confirming the incorporation of these Terms, and Bushliner 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 shall not constitute acceptance of an Order. No person or entity other than Bushliner is authorized to accept an Order.

### 3. Delivery assembly and risk

3.1 The Aircraft shall be officially delivered to the Buyer, and title transferred, either at the Bushliner LLC facility or at an authorized Bushliner dealer and/or service center upon completion of IFR Certification for 1850FX (Factory Experimental) or in its component parts form for 1850EX Kit Aircraft.

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

3.2 The Buyer acknowledges that the Aircraft is sold as an Amateur-Built Aircraft. The Buyer assumes responsibility for the assembly and build of the Aircraft, and Bushliner’s obligation regarding the completion of the Aircraft is fulfilled upon the delivery as outlined in Section 3.1. Shipping or other transport of the aircraft in any condition to the delivery location is considered additional.

3.3 The Buyer understands that authorization to operate the Aircraft under an amateur-built category will not be issued by the competent national regulatory authority unless the Buyer has completed at least 50% of assembly and build tasks (the ‘51% Rule’), as determined by the applicable FAA representative.

Throughout the assembly and build process, the Buyer must maintain a builder’s log and checklist sufficient for the regulatory authority to verify compliance with the 51% Rule upon completion.

If the completed aircraft does not meet the requirements for amateur-built status, the Buyer agrees to undertake necessary modifications or equipment installations. Bushliner will prioritize resolution through a solution-based approach.

### 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 Facility, they shall undertake such work during the period of the build slot assigned by Bushliner.

**The Buyer must choose from options provided only by Bushliner 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 found airworthy initially on wheel landing gear. Floats and skis may be ordered with the aircraft and installed after**

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**airworthiness and delivery is achieved either at Bushliner or another available and appropriate facility, subject to availability, as a professional service.**

### **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 will provide the Buyer/builder with education, instruction, technical support, advice, and assistance, including the use of Bushliner's equipment to assist the Buyer/builder to assemble the Aircraft at the Bushliner 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. Notwithstanding, Buyer's responsibilities regarding assembly and build of the Aircraft, Buyer will not take possession of the Aircraft, or the Aircrafts component parts, until delivery occurs as specified in Section 5.

3.5 At all times while the Buyer or the Buyer's employees, agents, or representatives are present at the Bushliner Facility, the Buyer shall comply, and shall procure that each of the Buyer's employees, agents, and representatives shall comply, with both Bushliner's workplace policies and procedures and all reasonable directions of Bushliner. The Buyer shall indemnify and hold Bushliner 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 in full for any storage or other costs incurred by Bushliner 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, Bushliner 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 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 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 and the Buyer, and that Bushliner 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 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 in the Order Acceptance.

3.9 Bushliner 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 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 In the event that the Buyer wishes to export the Aircraft following delivery, Bushliner 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 Buyer. 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, fees, or VAT. Bushliner 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 no less than 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, prior to transfer of title and delivery.
- each together with any applicable tax. In the case of a sale for export, the Buyer will provide Bushliner with such evidence of the Buyer's intention to export as Bushliner 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 Buyers 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 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 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 forfeited to Bushliner in full as liquidated damages and not as a penalty, without any set-off or deduction whatsoever.

4.4 Taxes Imposed on Customer. With respect to any purchase hereunder of the Aircraft, if any federal, state or local tax, including, but not limited to, sales or use tax) is imposed by applicable law, including, but not limited to, Revised Code of Washington (RCW) 82.04.050 or RCW 82.12.020, on the purchaser or consumer of the Aircraft then the Buyer shall bear such taxes resulting from this Agreement.

Taxes. Other than federal and state net income taxes imposed on [SELLER] by federal, state, or local jurisdictions, Buyer will bear all taxes, duties, withholding taxes, and other governmental charges resulting from this Agreement.

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

- (a) all legal remedies Bushliner 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 may suspend further deliveries to the Buyer until the whole of the Price is paid without deduction or set-off.

**4.6 Invoicing and payment**

Bushliner will invoice the Buyer no less than 30 days in advance of the payment due date. Invoices are due no less than 30 days from the date of receipt. If payment is not remitted, a ten

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calendar day grace period will take effect. During the grace period, the Buyer will contact Bushliner to confirm payment arrangements.

Notwithstanding anything to the contrary in these Terms, payment shall be considered to be timely made if the Buyer provides proof of payment, such as a wire transfer confirmation, to Seller within the grace period and Seller receives payment within ten (10) days of the date on the proof of payment.

### **4.7 Currency**

Buyer will remit payment in United States dollars, unless an amendment is mutually signed and executed to accept another form of payment equal to or greater than the converted sum in USD.

### **5. Title and risk of loss**

5.1 Title in the Aircraft and each of the components shall remain in Bushliner until the Buyer has paid the Price in full without any deduction or set-off whatsoever, and the aircraft has been delivered to the selected delivery location.

5.2 Risk of loss in the Aircraft shall pass to the Buyer prior to the aircraft being relocated for delivery, or delivered as chosen by the buyer in accordance with Section 3.1.

5.3 In the event that Bushliner or any of its affiliates fail to provide (a) an aircraft as described in the Bushliner 1850 FX purchase order and agreement within 24 months of the end of the scheduled delivery window, or (b) if Bushliner or any of its affiliates file for bankruptcy, Bushliner may either (a) immediately return all deposits and payments to Buyer or (b) make all parts available for immediate repositioning by the Buyer, so that Buyer may retain title to the parts purchased on behalf of and for the Buyer's Aircraft. Buyer intends to place a blanket lien with the State of Washington and the FAA on all parts purchased by Seller on behalf of Buyer to manufacture the aircraft. Seller shall provide Buyer a schedule of all parts with serial numbers purchased on behalf of the Buyer to manufacture production # or serial # aircraft. Seller shall retain possession and keep the aircraft and parts clear of all liens or encumbrances of any nature. Seller agrees to preserve and protect Buyers' security interest in the aircraft and parts.

### **6. Warranties**

6.1 Bushliner warrants that each component of the Aircraft produced by Bushliner 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 shall at its option either repair or replace the component, which shall be the Buyer's exclusive remedy.

6.2 Bushliner is not liable for any claim under the Aircraft Warranty unless the Buyer has given Bushliner a notice of the claim, specifying in reasonable detail the 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 The Buyer will contact Bushliner directly in the event of any warranty issues are encountered.

**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 Buyer 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 be required to read the Bushliner 1850 Owner's Manual and/ or Flight Manual and operate and care for the aircraft accordingly. The owner/builder will update the Owner's and Flight Manuals as required to reflect the current configuration of the aircraft.

### **8. Limitation of liability**

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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 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 in any jurisdiction is hereby excluded to the full extent permitted by law; and

(c) Bushliner 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 has been advised of the possibility of such loss being incurred.

8.2 Bushliner'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 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 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 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'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's rights under Sections 3 and 4, Bushliner 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 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 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 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 may cancel any Order without further liability or obligation to the Buyer except that Bushliner shall repay to the Buyer the full amount paid by the Buyer.

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## 11. Intellectual Property Rights

The sale of the Aircraft by Bushliner 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. 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 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.

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(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.

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 Buyer's position shall be facilitated solely through and managed by Bushliner. 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. Any assignees or position transferees shall be bound and shall abide by the terms of this Agreement.

#### **17. Entire Assignment and Third Parties.**



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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 and each direct and indirect subsidiary of Bushliner

'Aircraft' means a Bushliner 1850 manufactured by Bushliner 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.")

'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;

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

'Bushliner Facility' means the 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 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;

'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 in accordance with the provisions of Section 2.

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

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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, 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.

Second row seats, folding.

Overhead center console.

#### **25-21-01 RESTRAINT SYSTEM INSTALLATION**

Provision only, select seatbelt type and color.

### **27- FLIGHT CONTROLS**

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, bell cranks, links, pushrods, hardware.

**PURCHASE ORDER AND AGREEMENT  
BUSHLINER 1850 AIRCRAFT**

**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. Andair fuel valve with LEFT, RIGHT, BOTH, and OFF positions, dual fuel filters, fuel strainer, dual wing vents with check valve.

**52- DOORS**

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

Aft cargo door, 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, fairings, hardware. Elevators, bell cranks, bearings, hardware.

Vertical and dorsal fin, hardware. Rudder, bearings, 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**

Integral tank, improved access, landing light provisions in both, Sportsman STOL airfoil.

**FUEL BAY STRUCTURE ASSEMBLY**

Integral type, Interior sealed and leak checked 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, flap rollers, hardware.

**57-60-00 AILERON INSTALLATION**

Aileron, balance weights, hinges, hardware.

**PURCHASE ORDER AND AGREEMENT  
BUSHLINER 1850 AIRCRAFT**

**SCHEDULE 2: INSERT BUILD AND PRICE PDF OR REMOVE FOR 1850EX**

BUSHLINER 1850 CRAIG BLASE		PRICE
<b>KEY</b>	USING THIS TOOL: CHAPTER MARKERS DESIGNATE PACKAGE CHAPTER IN IPC R= PARTS REQUIRED FOR FACTORY BUILT AIRCRAFT D= DEFAULT PARTS IF NO SELECTION IS MADE X= SELECTION BY CUSTOMER FOR 1850FX- MINIMUM SELECTIONS ARE REQUIRED FOR 1850EX- ALL OR NO OPTIONS IS ACCEPTABLE DESELECT BLANKS TO FILTER	
X	Bushliner 1850 Base Airframe	\$300,000.00
R	1850FX FACTORY AMATEUR BUILT AIRCRAFT & FAB PROGRAM	\$212,000.00
<b>71 POWERPLANT</b>		
R	Lycoming IO-580 Engine Package (Includes Electronic Ignition)	\$132,332.00
X	TANIS Engine & Cabin Pre-Heater for Lycoming Engines	\$1,618.00
X	LY-CON Performance Tune Dyno test included (Adds about 30HP) CUSTOMER SUPPLIED	
<b>61 PROPELLER</b>		
X	MT 3 Blade Expedition	\$26,678.00
<b>32 LANDING GEAR</b>		
X	TLGW 7 Titanium Bushliner Gear Includes complete Titanium Tail Gear Spring Kit	\$32,868.00
<b>32 TAILWHEEL</b>		
X	Baby Bushwheel	\$3,108.40
<b>32 TIRES WHEELS &amp; BRAKES</b>		
X	29" Bushwheels (Heavy Tread)	\$4,320.00
R	Beringer wheels and brakes, parking brake (select color, default is red)	\$5,823.00
D	RED (PRIMARY DEFAULT)	\$0.00
<b>57 WING UPGRADES (Sportsman and VG'S Included)</b>		
R	Standard Red Fuel Caps (Included)	\$0.00
X	Quasar wing tips (include landing lights)	\$2,707.50
<b>33 LIGHTING</b>		
R	AeroLED's Lighting Package	\$5,572.80
<b>11 TRIM/ PAINT/ MARKINGS (Factory Built Only)</b>		
X	YELLOWSTONE	\$17,000.00
<b>25 EQUIPMENT AND FURNISHINGS (Factory Built Only)</b>		
R	Rosen sunvisors with third axis	\$640.75
R	Seat Colors and pattern (LINE PATTERN WITH RED LINE/ EXTERIOR)	
R	Seatbelt Color (2396 BLACK)	
X	Folding rear seats (Upholstered)	\$14,500.00
R	Zolatone Interior paint code (20-59 LILTH CHARCOAL)	\$0.00
R	Flooring Color (AVM282G)	\$0.00
R	Insturment Panel Color (FORGED CHARCOAL)	\$0.00
<b>23 NAVIGATION</b>		
X	GARMIN IFR NAV 2 SAME AS NAV 1, ADD NAV/COM/GPS 2: GTN 650XI	\$94,000.00
X	ARTEX ELT 1000 USA	\$2,255.00
<b>28 FUEL SYSTEM</b>		
R	FUEL SENDERS- CIES GARMIN	\$1,210.00
<b>FAA REGISTRATION (Factory Built Only)</b>		
D	UNITED STATES OF AMERICA	
<b>X Payment</b>		
X	BASE AIRFRAME	\$300,000.00
X	SELECTED OPTIONS	\$556,633.45
X	<b>TOTAL PRICE</b>	\$856,633.45
X	SPECIAL DISCOUNT	-\$75,000.00
X	DISCOUNTED PRICE	\$781,633.45
X	DEPOSIT	\$100,000.00
X	FABRICATION PAYMENT (1/2 BASE + OPTIONS)	\$621,633.45
X	DELIVERY PAYMENT	\$60,000.00