

AEROMARINE MERLIN & MERLIN LITE

Purchase Agreement

This Aircraft Purchase Agreement ("Agreement") is entered into by and between Aeromarine Consulting, Inc. (DBA Aeromarine LSA) ("Seller") and: ("Purchaser"):

NAME _____ TEL: _____ E-MAIL _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

For and in consideration of the mutual promises, covenants, understandings, agreements, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **AIRCRAFT KIT PURCHASE.** Seller hereby agrees to sell and Purchaser hereby agrees to purchase, from Seller a Merlin or Merlin Lite Aircraft kit, as described in the Order Confirmation provided by e-mail.

2. **DELIVERY DATE.** Estimated Delivery Date to the customer or the Customer Build Center (CBC):

This date is approximate and subject to change. See Terms and Conditions.

4. **OPTIONAL EQUIPMENT AND OTHER CHARGES**

Choose options from the current price list posted on the Aeromarine-LSA web site Merlin and Merlin Lite Price page.

The Order Confirmation will specify options and prices and confirm the receipt of any payments.

5 **SALES TAX.** All aircraft delivered or based in the state of Florida are subject to 6% sales tax unless an approved exemption certificate is on file.

Wire Transfer Instructions:
Provided on request.

Post Address for Checks:
AEROMARINE LSA
1960 Fruitridge St
BRANDON, FL 33510

Terms and Conditions

1. **SPECIAL CONDITION:** All Aircraft are subject to Prior Sale until a Deposit is received.

2. **SPECIFICATION REVISIONS.** Seller reserves the right to revise the Specification whenever occasioned by product improvements, U.S. Government regulations, or other good manufacturing and/or vendor cause as long as such revisions do not result in a material reduction in performance standards as defined in the Specification. Seller shall notify Purchaser of any such revisions.

3. **DELIVERY.** Purchaser agrees to inspect and accept delivery of the Aircraft in within seven (7) days after the aircraft is ready for collection.

4. **PAYMENT TERMS.** Deposit is required to secure the delivery position. Amount of the deposit is by mutual agreement. Deposit is refundable upon request up until 2 months prior to scheduled shipment. Balance of the order is due when the aircraft is shipped from the supplier to the USA. If the order includes the build program, then \$10,000 may be held in reserve until the aircraft is completed at the build center but due prior to delivery to the customer. All payments shall be made in United States dollars and shall be made by check, Paypal, Zelle, Venmo, or wire transfer. Purchaser agrees to pay for any national, state, or local taxes other than taxes on income applicable to this sale or transaction. Transportation charges for delivery if other than to the build center are the responsibility of the Purchaser. Purchaser agrees to pay State Sales Tax or, if applicable, to execute a State Sales Tax Exemption Certification prior to Aircraft delivery. If Purchaser does not properly pay sales taxes or other charges and such payments are sought from Seller, then Purchaser shall be solely responsible for and agrees to indemnify Seller from all payments, penalties, and any and all other expenses, costs, attorney fees, etc., incurred by Seller.

5. **TITLE AND RISK OF LOSS.** Seller shall furnish to Purchaser, at the time of delivery of the Aircraft a Bill of Sale on the appropriate Federal Aviation Administration form transferring ownership of the Aircraft to the Purchaser free and clear of all encumbrances, unless otherwise agreed to by the parties. Risk of loss shall pass from Seller to Purchaser upon execution of

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receipt acknowledging delivery of the Aircraft, If upon final Delivery Date Purchaser does take immediate possession of the aircraft and remove it from Seller's premises, Seller shall bill, and Purchaser shall pay, a daily storage fee of fifteen (\$15) dollars per day or partial day the aircraft remains at Seller's facilities.

6. **DEFAULT.** If Purchaser fails to timely pay any deposit, the balance due on the Aircraft, or any other charges under this Agreement when due, or if this Agreement is breached, canceled, or terminated by Purchaser for any cause whatsoever, or if Purchaser fails to accept delivery of the Aircraft within seven (7) days of the Scheduled Delivery Date, as amended, then Seller shall retain, not as forfeiture, but as liquidated damages for default, all deposits previously made by Purchaser and this Agreement shall end with no further obligation to Purchaser. EXCEPTION: Deposits are generally refundable up to about 45 days prior to shipping or the commencement of the build of the purchaser's kit per clause 4.
7. **FORCE MAJEURE.** Seller shall not be liable to Purchaser for any delay in making delivery for any cause whatsoever; provided, however, if Seller should fail to make delivery within sixty (60) days after the original Scheduled Delivery Date as shown on page 1 hereof, and such failure is not due to fire, flood, storm, strikes, or other industrial disturbances, accident, war, riot, insurrection, delay in vendor deliveries, market conditions, or other causes beyond the control of the Seller, or if for any reason Seller should fail to make delivery within one hundred twenty (120) days after the original Scheduled Delivery Date, Purchaser shall have the right to cancel this Agreement and receive a refund of all deposits, without interest, unless Purchaser agrees to a later Scheduled Delivery Date.
8. **NOTICES.** Any notices required by this Agreement shall be sent by e-mail, certified mail, or courier service, to the addresses shown on the signature page herein, or such other address as the parties to receive the notice from time to time shall designate in writing.
9. **CONFLICT.** In the event of conflict, the terms and conditions of this Agreement exclusive of the Order Confirmation take precedence over terms and conditions expressed in the Order Confirmation.
10. **AMENDMENTS AND REVISIONS.** All amendments to the Agreement and all revisions to the Specification must be agreed upon in writing by Purchaser and Seller. Any revision or change requested after the Final Acceptance and Effective Date are subject to acceptance by Seller.
11. **SEVERABILITY.** If any portion of this Agreement is invalid or unenforceable, this Agreement shall be considered divisible as to such provisions and the remainder of the Agreement valid and binding as though such provisions were not included herein.
12. **COMPLETE BINDING CONTRACT UPON FINAL ACCEPTANCE BY SELLER.** This Agreement shall become a binding contract upon its final acceptance and execution by Seller. This Agreement is wholly integrated and is the sole agreement controlling this purchase and sale and is exclusive of any other express, implied, verbal, or written representations, omissions, or agreements and is binding on Purchaser and Seller, their heirs, executors, administrators, successors or assigns. This Agreement may not be assigned by Purchaser without the express written consent of Seller. Purchaser also acknowledges and agrees that Seller will not consent to the assignment of the Purchase Agreement to any business entity the name of which includes one or more of Seller's trademarks or trade names.
13. **SIGNING AUTHORITY.** The signatories to this Agreement verify that they have read the complete Agreement, understand its contents, and have full authority to bind and hereby do bind themselves and/or their respective parties.
14. **WARRANTY PROVISIONS.** THE AIRFRAME, ENGINE AND ENGINE ACCESSORIES, PROPELLER AND PROPELLER PARTS, AND AVIONICS ARE SEPARATELY WARRANTED BY THEIR MANUFACTURERS. EXCEPT FOR THE EXPRESS TERMS OF MANUFACTURERS' WRITTEN LIMITED WARRANTIES, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURCHASE WHICH EXTEND BEYOND THE FACE HEREOF OR THEREOF. SELLER SPECIFICALLY EXCLUDES AND DISCLAIMS ANY AND ALL REPRESENTATIONS AND/OR WARRANTIES NOT INCLUDED WITHIN THE FOUR CORNERS OF THIS AGREEMENT. THE WRITTEN LIMITED WARRANTIES OF MANUFACTURERS IS IN LIEU OF ANY OTHER WARRANTY OBLIGATION OR LIABILITY WHATSOEVER BY REASON OF THE DISTRIBUTION, SALE, OR LEASE OF THE AIRCRAFT AND NO PERSON OR ENTITY IS AUTHORIZED TO MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES OR TO ASSUME ANY OBLIGATIONS ON BEHALF OF SELLER REGARDING THE AIRCRAFT WARRANTY. THE REMEDIES OF REPAIR OR REPLACEMENT ARE THE ONLY REMEDIES AVAILABLE UNDER MANUFACTURERS WRITTEN LIMITED WARRANTIES. PURCHASER AGREES THAT IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION LOSS OF PROFITS OR GOODWILL, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, OR COMMERCIAL LOSS. THE LAWS OF SOME STATES DO NOT PERMIT CERTAIN LIMITATIONS ON WARRANTIES OR REMEDIES. IN THE EVENT SUCH A LAW APPLIES, THE FOREGOING EXCLUSIONS AND LIMITATIONS ARE AMENDED INSOFAR AND ONLY INSOFAR AS REQUIRED BY SAID LAW.
15. By signing this Purchase Agreement, the Purchaser hereby acknowledges that he is fully aware that flight involves travel in the three dimensions, and that such activity may be unpredictable, hazardous and even potentially lethal, and that the aircraft described herein may be unpredictable, hazardous, and even potentially lethal.

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16. The Manufacturer, Distributor and Seller (and their agents, servants, employees, contractors, successors and assigns) hereby give notice to the Purchaser that they carry no liability insurance, and Purchaser hereby agrees to indemnify and hold the Manufacturer, Distributor and Seller harmless from all liability and any and all claims of damages and causes of action which may be incurred by them or any third party as a result of the purchase, use, and operation of the aircraft described herein. The Purchaser hereby assumes all risk, liability and Responsibility relative to the operation of this aircraft.
17. The Merlin is an Experimental Amateur-Built (E-AB) aircraft which can be issued an Airworthiness Certificate by the USA FAA. The Purchaser is considered the builder/manufacturer of the aircraft. Therefore, construction and operation of such aircraft may be unsafe without acquiring, studying and complying to the letter of all instructions and manuals pertaining thereto. The Seller does not warrant that the aircraft as constructed by the buyer, or any other person, will be airworthy, or will qualify for certification or registration by aviation authorities, or will meet the requirement of the buyer. Notwithstanding the forgoing, seller may provide from time to time, but is not required to provide, technical assistance during the assembly, installation and construction process. However, buyer and seller specifically agree that the responsibility for building the aircraft or its parts shall rest solely with the buyer and that no liability shall arise from or extend from any technical assistance provided by the seller.
18. BY SIGNING THIS DOCUMENT AND BY PROCEEDING WITH THIS ORDER THE BUYER ATTESTS THAT HE HAS THE FULL AUTHORITY AND CAPACITY TO SIGN AND VALIDATE THIS DOCUMENT. THE BUYER ACKNOWLEDGES THE RECEIPT AND UNDERSTANDING OF THIS WARNING NOTICE AND SO SIGNIFY BY THEIR DECISION TO GO AHEAD WITH PURCHASING, ACCEPTING AND OPERATING THIS AIRCRAFT AND AGREE TO HOLD THE SELLER HARMLESS FROM ALL LIABILITY AND FROM ANY CLAIMS OF DAMAGES AND CAUSES OF ACTION WHICH MAY BE INCURRED BY THEM OR ANY THIRD PARTY AS A RESULT OF THE PURCHASE, USE, CONSTRUCTION, AND OPERATION OF THIS AIRCRAFT. BUYER AND/OR OPERATOR HEREBY ASSUMES ALL RISK, LIABILITY AND RESPONSIBILITY RELATIVE TO THE CONSTRUCTION AND OPERATION OF THE AIRCRAFT.

RELEASE AND WAIVER

WHEREAS, _____ (“Purchaser”) is purchasing from Aeromarine Consulting, Inc., (“Aeromarine”) a Merlin or Merlin Lite Aircraft kit (“Aircraft Kit”) pursuant to that certain Aeromarine Merlin and Merlin Lite Order Confirmation and;

WHEREAS, Purchaser acknowledges, understands, and hereby assumes all risks associated with or related to this Purchase and use of the Aircraft Kit, including but not limited to personal injury to self and others, theft, or property damage.

NOW THEREFORE, in consideration of the purchase price and other valuable consideration Purchaser hereby acknowledges and agrees to the following terms and conditions:

The Purchaser, its, his or her heirs, successors, or assigns, hereby releases and waives all rights against Aeromarine, its owners, directors, officers, employees, agents, subsidiaries, successors, and assigns, from all, and all manner of action and actions, cause and causes of action, suits, damages, claims and demands whatsoever known or unknown, in law or in equity, which Purchaser ever had, now has, or hereafter can, shall or may have, against the Purchaser for the purchase and use of the Aircraft Kit and shall hold Aeromarine harmless and defend it from any claims, damages, losses, causes of action, including attorney’s fees and costs, from any third party related to Purchaser’s purchase and use of the Aircraft Kit.

The Purchases acknowledges that this document is a binding agreement that waives all rights against Aeromarine in connection with the purchase and use of the Aircraft Kit and executes it voluntarily with a full understanding of its consequences.

WITNESSED hereto and acknowledged and agreed to this ____ day of _____, 20____, by _____ (print name).

SIGNATURE