



ADDITIONAL TERMS OF THE PURCHASE AGREEMENT

Placing an order with Arion Aircraft, LLC ("Arion Aircraft"), or any of its authorized dealers, and/or signing this purchase contract, is an offer by you to buy, and if the order is accepted, filled and shipped by Arion Aircraft or the dealer, it will become a binding contract of purchase and sale of the products shown on the face hereof upon the terms and provisions herein specified:

1. A deposit, as specified in the body of this agreement, must accompany all LSA aircraft orders and the balance due paid according to the terms of the Lightning LS-1 Pre-Production Reservation Agreement. Initial deposits may be made by personal check. Final payments can be made by certified check or wire transfer.
2. All prices and specifications are subject to change according to the terms of the Lightning LS-1 Pre-Production Reservation Agreement. You shall pay all applicable taxes on the sale. Once this agreement is accepted by Arion Aircraft with a deposit as specified in the agreement prices will be locked in.
3. **THERE ARE NO WARRANTIES OF ANY KIND WITH THE PRODUCTS FROM ARION AIRCRAFT EXCEPT THE LIMITED WARRANTIES ("MANUFACTURER LIMITED WARRANTY") PROVIDED IN WRITING BY ARION AIRCRAFT, JABIRU AIRCRAFT PTY LTD, BUNDABERG, AUSTRALIA ("ENGINE MANUFACTURER"), OR OTHER COMPONENT MANUFACTURERS. SUCH MANUFACTURER LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ARION AIRCRAFT WILL PROCESS CUSTOMER WARRANTY CLAIMS. NO OTHER CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES ARE ALLOWED.**
4. **INJURY OR DEATH MAY RESULT FROM THE OPERATION OF AIRCRAFT. YOU ARE MAKING THE FINAL DETERMINATION THAT PRODUCTS PURCHASED ARE FIT AND SAFE FOR YOUR USE AND OPERATION EVEN IF YOU RECEIVED AND USED INFORMATION FROM ARION AIRCRAFT IN YOUR DETERMINATION.**
5. **BY SIGNING THIS AGREEMENT YOU AND YOUR SPOUSE ACKNOWLEDGE AND UNDERSTAND THAT THE LIGHT SPORT AIRCRAFT DESCRIBED ON PAGE ONE OF THIS AGREEMENT WAS MANUFACTURED IN ACCORDANCE WITH LIGHT SPORT AIRWORTHINESS STANDARDS AND DOES NOT CONFORM TO STANDARD CATEGORY AIRWORTHINESS REQUIREMENTS. PLEASE CONSULT WITH YOUR LEGAL COUNSEL OR THE FEDERAL AVIATION ADMINISTRATION BEFORE SIGNING TO ASSURE THAT YOU UNDERSTAND THESE LIGHT SPORT STANDARDS. NO SHIPMENT WILL BE MADE UNTIL THIS AGREEMENT IS FULLY EXECUTED AND RETURNED TO ARION AIRCRAFT.**
6. **YOU AND YOUR SPOUSE HEREBY INDEMNIFY AND HOLD ARION AIRCRAFT AND/OR ITS DEALER HARMLESS FROM: (a) ANY LIABILITY OF ANY KIND ARISING FROM THE DELIVERY, USE, MAINTENANCE, OR OPERATION OF THE PRODUCTS PURCHASED; (b) ANY LIABILITY OF ANY KIND ARISING FROM CLAIMS OF ANY PERSON MAKING A CLAIM AGAINST YOU ARISING FROM THE DELIVERY, USE, MAINTENANCE, OR OPERATION OF THE PRODUCTS PURCHASED; (c) ANY LIABILITY OF ANY KIND ARISING FROM CLAIMS OF ANY PERSON(S) TO WHOM YOU TRANSFERRED ANY OF THE PRODUCTS OR THE AIRCRAFT IN WHICH YOU HAVE INCORPORATED THE PRODUCTS.**
7. **YOU AND YOUR SPOUSE AGREE THAT TENNESSEE LAW APPLIES TO THIS CONTRACT. ANY DISPUTE OR CLAIM RELATING TO THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION IN TENNESSEE UNDER RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THIS CONTRACT MAY BE MADE PUBLIC.**

Your Signature

Date

Your Spouse's Signature

Date