



2844 Highway 231 N • Shelbyville, TN 37160 • (931) 680-1781 • www.flylightning.net

## Engine Purchase Agreement #

<b>Buyer's Info</b>	<b>Engine Info</b>
Name:	Model: 3300 – 4 <sup>th</sup> Gen Serial # : TBD New Jabiru 3300 4 <sup>th</sup> Gen engine with Sonex Exhaust, starter solenoid, voltage regulator, rubber mount cushions, prop drive bushings, standard prop flange, prop mount plate and other small mounting hardware. International Customs Classification is 8407.10.00
Address:	
Phone:	Options:  Total Price: \$ 24,900.00
Email:	

### ADDITIONAL TERMS OF THE PURCHASE AGREEMENT

Placing an order with Arion Aircraft LLC (“Arion ”), 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 by Arion or the dealer, it will become a binding contract of purchase and sale of the products shown on Arion Purchase Agreement # \_????\_ upon the terms and provisions herein specified:

1. Price is based on delivery at Shelbyville, TN. Engine will be delivered by commercial truck freight at buyer's expense. Engines may be picked up at Arion but would be subject to Tennessee sales tax of 9.75%
2. Terms for the engine sale are as follows:
  - a. **A \$2,000.00 non-refundable** deposit may be required to hold a production position with Jabiru Aircraft Pty, Ltd. If lead times are long. Deposits are sent directly to Jabiru Aircraft PTY LTD, these are their terms. Deposits are not held by Arion Aircraft LLC.
  - b. Full Payment of the remaining balance of the engine purchase price when the engine is ready to ship from Jabiru Aircraft Pty, Ltd by personal check, certified bank check or by wire transfer.
3. Buyer(s) shall be responsible for all taxes, fees and duties, however designated, levied or based on the purchase price or on this Agreement or on the engine, including state and local privilege, excise, sales, use or occupation taxes based on gross sales or revenues, payable by Seller on account of the sale of the engine (but excluding any tax based on net income). Purchaser shall be responsible for any fees for registration or filing of ownership of the engine and any other taxes that may occur after the sale.
4. There are no warranties of any kind provided with the engine referenced above except the LIMITED WARRANTIES (“Manufacturer Limited Warranty”) on new engines provided in writing by Jabiru Aircraft Pty, Ltd, Bundaberg, Australia (engine warranty), or other component manufacturers. *SUCH MANUFACTURER LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY. EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.* Arion WILL ASSIST TO PROCESS CUSTOMER



WARRANTY CLAIMS. NO OTHER CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES ARE ALLOWED.

5. Injury or death may result from the operation of aircraft. Buyer(s) acknowledge that they are making the final decision that the Products purchased are fit and safe for their use and operation even if they received and used information from Arion in your determination.
6. By signing this agreement you and your spouse acknowledge and understand that the AIRCRAFT ENGINE described in the body of the 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 DELIVERY WILL BE MADE UNTIL THIS AGREEMENT IS FULLY EXECUTED AND RETURNED TO Arion Aircraft LLC.
7. Buyers hereby indemnify and hold Arion 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
8. Buyer(s) and spouse(s) 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 the rules of the American Arbitration Association. This contract may be made public.
9. Cancellation: Cancellation of this contract will result in the refund of all deposits upon closing of the sale of the aircraft engine to another buyer.

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Buyer's Signature

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Date

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Buyer's Spouse's Signature

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Date

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Buyer's Signature

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Date

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Buyer's Spouse's Signature

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Date