

ADDITIONAL TERMS OF THE PURCHASE AGREEMENT

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

1. Orders paid with personal checks will not be shipped until the checks have cleared. FOB Tennessee if not otherwise stated.
2. A deposit is usually required with all engine and kit orders, the amount and timing will be specified in the contract. The full balance due at delivery. Arion can ship COD for the balance due. All COD shipments in excess of \$50.00 value will be COD for a certified check, cash or money order.
3. All prices and specifications are subject to change without prior notice. Arion will advise you of major price increases when feasible. You shall pay all applicable taxes on the sale.
4. **THERE ARE NO WARRANTIES OF ANY KIND WITH THE PRODUCTS FROM Arion EXCEPT THE LIMITED WARRANTIES ("MANUFACTURER LIMITED WARRANTY") PROVIDED IN WRITING BY Arion Aircraft, LLC). INJURY OR DEATH MAY RESULT FROM THE CONSTRUCTION AND OPERATION OF AIRCRAFT. YOU ARE MAKING THE FINAL DETERMINATION THAT PRODUCTS PURCHASED ARE FIT AND SAFE FOR YOUR CONSTRUCTION AND OPERATION EVEN IF YOU RECEIVED AND USED INFORMATION FROM MANUFACTURER AND Arion Aircraft, LLC. 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 PROCESS CUSTOMER WARRANTY CLAIMS. NO OTHER CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES ARE ALLOWED. YOUR SIGNATURE BELOW ACKNOWLEDGES RECEIPT OF A COPY OF THE CURRENT MANUFACTURER LIMITED WARRANTY AND THE CURRENT ARION SHIPPING/ORDER POLICY.**
5. **YOU AND YOUR SPOUSE MUST SIGN A RELEASE, WAIVER & HOLD HARMLESS AGREEMENT WHEN INITIALLY PURCHASING PRODUCT. YOUR RELEASE, WAIVER & HOLD HARMLESS WILL REMAIN ON FILE AND APPLY TO ALL PRODUCT PURCHASES THEREAFTER UNTIL REVOKED IN WRITING. ARION OR DEALER MAY REQUEST SIGNATURE ON ANOTHER RELEASE, WAIVER & HOLD HARMLESS FOR SUBSEQUENT PURCHASES, AT ITS OPTION. YOU UNDERSTAND THAT THE MANUFACTURER, ARION AND DEALER ARE RELYING UPON YOUR RELEASE, WAIVER & HOLD HARMLESS FOR EACH AND EVERY PRODUCT PURCHASE YOU MAKE. PLEASE CONSULT WITH YOUR LEGAL COUNSEL BEFORE SIGNING TO ASSURE THAT YOU UNDERSTAND ITS CONTENT AND PURPOSE. NO SHIPMENT WILL BE MADE UNTIL THE RELEASE, WAIVER & HOLD HARMLESS IS FULLY EXECUTED AND RETURNED TO ARION OR ITS DEALER.**
6. **YOU AND YOUR SPOUSE HEREBY INDEMNIFY AND HOLD THE MANUFACTURER, ARION AND DEALER HARMLESS FROM: (a) ANY LIABILITY OF ANY KIND ARISING FROM THE DELIVERY, ASSEMBLY. 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, ASSEMBLY. 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