



Sonex Aircraft, LLC

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SubSonex JSX-2T Kit Reservation Deposit Agreement

7/19/19

Please Print Clearly

Date: _____

Name: _____

Daytime Phone: _____ Email: _____

Shipping Address: _____

City, State/Province, Country, Postal Code: _____

Payment Method (USD only): Check/Money Order/Cashier's Check Funds Transfer Cash

Visa MC No.: _____ - _____ - _____ Exp.: _____ / _____ CID#: _____

Terms and Conditions Reservation Deposit Agreement

SubSonex JSX-2T Kit Reservation Deposit Agreement

Buyer is making a deposit with Sonex Aircraft, LLC for the purchase of a SubSonex JSX-2T Two-Place Jet Aircraft Kit according to the following terms and conditions ("Reservation Deposit Agreement"). As used herein, "Sonex" refers to Sonex Aircraft, LLC. This is a binding agreement. Read it carefully.

Offering Description

This Reservation Deposit Agreement outlines the deposit terms for a kit aircraft from Sonex. This offer includes the SubSonex JSX-2T Ultra-Quick Build Kit only. Engines and other equipment may be added at a later date. Positions will be allocated on a first come, first served basis. This Reservation Deposit Agreement is subject to the following terms:

Date of Offer:	July 21, 2019
Aircraft:	SubSonex JSX-2T Two-Place Personal Jet
EAB Quick Build Kit Price (Experimental Amateur Built Certification):	\$60,000
Ultra-Quick Build Kit Price (Experimental Exhibition Certification):	\$65,000
Kit Reservation Deposit Amount:	\$10,000
Refundable:	Yes, less \$1,000 processing fee remitted up to 60-90 days following written cancellation request. See full cancellation terms below.
Transferable:	No

NOW, THEREFORE, in consideration of the mutual covenants set forth and other goods and valuable consideration, Seller and Buyer (each a "Party", and collectively the "Parties") agree as follows:

Section 1: RESERVATION DEPOSIT

Section 1.1 – Buyer agrees to pay the Reservation Deposit Amount set forth above ("Reservation Deposit") for the delivery from Sonex of one (1) SubSonex JSX-2T aircraft kit. The Reservation Deposit shall be refundable as provided herein.

Section 1.2 – Payment for Domestic Buyers may be made via bank transfer, personal check, bank check, money order or cash. International Buyers may submit payment via bank transfer or bank check, both in USD. Both Domestic and International Buyers may choose to use a credit card (Visa or MasterCard) to remit Reservation Deposit. Credit card payment is not accepted beyond the initial \$10,000 Kit Reservation Deposit.

Section 2: ORDER, POSITION AND DELIVERY

Section 2.1 – Upon receipt of a signed Reservation Deposit Agreement and Reservation Deposit of \$10,000, Sonex will assign a delivery position (“Position Number”) on the position list. Delivery positions are offered on a first come, first served basis, and are subject to prior commitment and availability, as determined by Sonex in its sole discretion. Fleet aircraft designated for Sonex marketing campaigns, factory or dealer demonstrators, flight testing, or any other Sonex-related activities regarding aircraft not intended for sale to the general public, are not considered part of the position list.

Section 2.2 – Reservation Deposit holders will receive an (“Offer to Purchase”) from Sonex Aircraft LLC, planned for distribution in the third quarter of 2020 with kit production planned to commence immediately thereafter.

SubSonex kits shipping to most areas of the lower 48 United States will ship via specialized transport, for which there is a \$300 kit packing and materials fee. Kits are shipped international via Full Container Load (FCL) and are be subject to a \$500 container packing fee. Separate transportation expenses apply for all shipping options.

Section 3: PURCHASE AGREEMENT AND PAYMENT

Section 3.1 – The aforementioned Offer to Purchase Letter will include an Articles of Agreement and Release of Liability governing the purchase of the Aircraft. Unless this Deposit Agreement has been earlier canceled, Buyer shall, within 21 days of the date of the Offer to Purchase Letter, select any desired optional equipment or services available for the Aircraft and return to Sonex a signed Articles of Agreement and Release of Liability with a deposit payment in an amount totaling 50% of the final kit price with all selected options, minus the previously-paid Kit Reservation Deposit amount of \$10,000. Deposit payment may be made via all payment methods listed in section 1.2 above, excluding credit cards. The Articles of Agreement and Release of Liability will include various terms and conditions, and depending upon the then current federal and/or state laws, may include certain conditions of purchase as required by then applicable federal and/or state laws.

Section 4: SPECIFICATIONS

Section 4.1 – The PRELIMINARY Standard Aircraft Specification is shown in the information sheet accompanying this agreement, and found online at: <http://www.sonexaircraft.com/JSX-T2>. Sonex will, as part of the Offer to Purchase Letter, inform the Buyer of the detailed specification for the Aircraft, which will include the final dimensions, standard equipment, performance specification, options, etc. Any specifications referred to on our website or otherwise in any materials or information provided by Sonex (other than the Offer to Purchase Letter) are preliminary only and may be changed at any time.

Section 4.2 – Following the 21 day Offer to Purchase response deadline, and Buyer’s response to the Offer to Purchase in the form of deposit payment and signed Articles of Agreement and Waiver of Liability, an (“Order Confirmation”) will be forwarded to the Buyer. The Order Confirmation will detail the Buyer’s updated, current Position Number (Buyer’s position number will either remain the same, or be changed to a lower number in the case of cancellation or failure to respond by any other Buyer with a lower position number), date of order placement, estimated ship date, full pricing and payment details, shipping cost estimate, crating charge and Wisconsin state sales tax, if applicable (other duties, taxes, fees or other costs may apply that are not paid to Sonex or included in the Order Confirmation, per section 5.4 of this agreement). The Buyer must respond, within allotted time, in writing accepting the details defined within the Order Confirmation to allow the order to proceed.

Section 4.3 – Buyer expressly acknowledges that Buyer has not relied on any oral or written representations except as specifically stated in the Reservation Deposit Agreement, and that Sonex has made no representations as to the suitability of the Aircraft for any particular purpose of Buyer.

Section 5: ORDER CONFIRMATION ACCEPTANCE AND PAYMENT DETAILS

Section 5.1 – Order Confirmation shall be confirmed in writing by the Buyer. Should the Buyer neglect to respond in writing offering acceptance, on or before the seventh (7th) calendar day following delivery of the Order Confirmation (delivery of Order Confirmation document as-defined by section 9.1 of this agreement), the Buyer will forfeit Position Number until such time as the Buyer accepts the Order Confirmation. Position Number is subject to increase if acceptance of Order Confirmation is submitted after the response deadline.

Section 5.2 - The ("Final Payment") amount will be listed within the formal Order Confirmation, as well as the Final Payment due date. Payments shall be made as stipulated in the Order Confirmation and are subject to verification by Sonex. Shipping cost estimates are subject to change at actual time of shipment, as shipping quotes can expire, depending upon carrier and mode of transportation.

Section 5.3 – At Delivery Date, all deposits shall be applied to the figures detailed in the Order Confirmation, provided that the Buyer completes the purchase.

Section 5.4 – The pricing is exclusive of any sales or use tax, value added taxes, duties, registration fees or any charges that may be levied by governmental authorities in connection with the purchase, sale, transfer, use, registration, export, import of the Aircraft, unless specifically stated in the Order Confirmation.

Section 5.5 – Final payment for Domestic Buyers may be made via bank transfer, personal check, bank check, money order or cash. International Buyers may submit payment via bank transfer or bank check, both in USD. Credit cards are not accepted for Final Payment.

Section 6: CANCELLATION AND REFUND

Section 6.1 – Buyer may cancel this Reservation Deposit Agreement by providing written notice to Sonex prior to acceptance of Order Confirmation. In the event Buyer timely cancels the Reservations Deposit Agreement, Buyer's Reservation Deposit will be refundable less a \$1,000 cancellation processing fee, 60-90 days from date of written cancellation. No interest shall accrue, or be paid, to Buyer on the refund of Deposits or other payments. Sonex will not permit funds related to cancelled orders or overpayment to be left on account past 180 days. Sonex will make every attempt to reach the customer for pertinent mailing information in order to mail a refund, however, if there is no response from the customer in 180 days, the funds will no longer be available for refund.

Section 6.2 – Sonex may terminate this Reservation Deposit Agreement for cause, upon written notice to Buyer, if any of the following apply:

- a. Buyer fails to submit an Articles of Agreement and Release of Liability within twenty-one (21) days of Offer to Purchase; or
- b. Buyer fails to make any required payments in a timely manner, or otherwise fails to comply with this Reservation Deposit Agreement; or
- c. A proceeding under any law of bankruptcy, insolvency or reorganization or relief of debtors is instituted by or against Buyer.

Section 6.3 – Sonex will use this Reservation Deposit Agreement as an important measure of demand and will commit to development and production costs accordingly. If this Reservation Deposit Agreement is terminated pursuant to Section 6.2, Sonex will be damaged in a manner that will be difficult to calculate. For these reasons, if Sonex terminates the Reservation Deposit Agreement under Section 6.2, Sonex may cancel Buyer's delivery position and retain all Deposits and any other pre-delivery payments made by Buyer as liquidated damages. If Buyer is unable to enter into an agreement by signing and submitting the Articles of Agreement and Release of Liability for reasons that are beyond Buyer's control, then Sonex, in its sole discretion, may refund all or a portion of any pre-delivery payments that have been received by Sonex. Buyer acknowledges that the forgoing liquidated damages provision is an important consideration to Sonex willingness to enter in this Reservation Deposit Agreement and is not a penalty.

Section 6.4 – In the event Buyer untimely cancels this Reservation Deposit Agreement following acceptance of the Order Confirmation (Buyer cancellation of confirmed order), Buyer will forfeit Buyer's Deposit (50% Deposit of Order Total) in full.

Section 7: LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRAY, THE MAXIMUM LIABILITY SONEX SHALL HAVE TO BUYER FOR ANY BREACH OF THIS DEPOSIT AGREEMENT OR OTHERWISE ARISING OUT OF RELATING TO THE DEPOSIT AGREEMENT SHALL BE A FULL REFUND OF THE DEPOSIT MADE BY BUYER. IN NO EVENT SHALL SONEX BE LIABLE FOR CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES WHATSOEVER ARISING OUT OF OR RELATING TO THIS DEPOSIT AGREEMENT.

Sections 8: JURISDICTION AND ATTORNEY'S FEES

Section 8.1 – This Kit Reservation Deposit Agreement shall be governed by the laws of the State of Wisconsin with exclusive jurisdiction and venue held by the United States District Court for the Eastern District of Wisconsin.

Section 8.2 – Should any litigation be commenced (including any proceedings in a bankruptcy court) among Sonex and Buyer in connection with this Reservation Deposit Agreement, the prevailing party in such proceedings, as determined by the court, will be entitled to reimbursements of its reasonable attorneys’ fees, expenses and court costs incurred in the litigation.

Section 9: NOTICES

Section 9.1 – Any notices to be given under this Reservation Deposit Agreement may be sent by email or by pre-paid overnight delivery (for example, FedEx) to Buyer’s address given with this Order or to the address below for Sonex. Each notice or demand shall be deemed to have been given or made when actually received or 24 hours after being sent, whichever occurs first.

Sonex Aircraft, LLC
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Oshkosh, WI 54902
orders@sonexaircraft.com

Section 9.2 – Buyer acknowledges that “documents” associated with this Order and Reservation Deposit Agreement may be digital and that such “documents” are agreed to be equivalent to “paper” documents. Also, communications to/from the email address specified by Buyer shall constitute delivery of the equivalent of “signed” documents.

Section 9.3 – Buyer acknowledges that submission of a Kit Reservation Deposit via the Sonex Web Store accompanied by the Sonex Web Store online form’s required affirmation that this Kit Reservation Deposit Agreement has been read, understood and agreed to by the Buyer constitutes an electronic signature that substitutes for the required Buyer signature below, is binding, and retains full force and effect of the terms and conditions of this agreement.

Section 9.4 – Where not inconsistent with the terms and conditions of this agreement, all transactions with Sonex are subject to our standard Terms & Conditions, published at:
http://www.sonexaircraft.com/eshop/cart.php?target=help&mode=terms_conditions

Section 10: NO WARRANTIES

BUYER AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE ARTICLES OF AGREEMENT AND RELEASE OF LIABILITY, SONEX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES AND DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. ALL OTHER OBLIGATION OR LIABILITIES OF SONEX WHETHER UNDER A THEORY OF NEGLIGENCE OR STRICT LIABILITY, CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO THE SALE, USE OR OPERATION OF THE AIRCRAFT, OR OTHERWISE, ARE EXCLUDED BY SONEX AND HEREBY EXPRESSLY WAIVED BY BUYER.

Section 11: BINDING

The Deposit Agreement shall become binding upon Sonex receipt of the signed Reservation Deposit Agreement, or submission of the Sonex Web Store Reservation Deposit online form with required acknowledgment of this agreement, and unconditional payment of full Reservation Deposit. Buyer acknowledges and agrees that it had read, understood and agrees to the provisions hereof. Prior to acceptance, this offering is subject to change in Sonex sole discretion at any time. There are no assurances by Sonex that the terms and conditions of this Deposit Agreement, including the purchase price or Deposit amount, are or will be the same for all purchasers.

IN WITNESS WHEREOF, the parties hereto have carefully read and understand this Agreement and are entering this Agreement of their own free will.

Date: _____ **Signature:** _____
BUYER