

## **THE AIRPLANE FACTORY STANDARD TERMS AND CONDITIONS OF SALE AND SERVICE**

These standard terms and conditions of sale shall, in the absence of a written and signed agreement to the contrary, govern the sale of all products and/or services by The Airplane Factory to any person.

1. Quotes are valid for a period of 14 days after signature on behalf of The Airplane Factory.
2. A quote constitutes an offer of sale by the Airplane Factory to the customer (“the Customer”) on The Airplane Factory’s standard terms and conditions set out in this document.
3. A quote signed by the Customer and delivered to The Airplane Factory constitutes a binding agreement (“the Contract”) between the parties on The Airplane Factory’s standard terms and conditions of sale and service.
4. By signing a quote or making a purchase of goods or services from The Airplane Factory, the Customer confirms that he/she has read and understands the terms of the Contract and considers him/herself bound by them.
5. The address used by the Customer on a signed order form and The Airplane Factory address appearing on such form shall constitute the domicilium citandi et executandi address at which the parties shall be entitled to serve all documents and notices arising from this Contract upon one another.
6. Prices are subject to change without notice provided that-
  - 6.1. for ready-to-fly aircraft, and subject to payment of the initial deposit within 14 days, the price is fixed on the day of an order;
  - 6.2. for kits, the price applicable is the ruling price on the date of payment for the kit section.
  - 6.3. for services, the price applicable is the ruling price on the date of payment for the service.
7. Payment for ready-to-fly aircraft shall be made as follows—
  - 7.1. a 40% deposit within 14 days of date of order;
  - 7.2. 40% 60 days after order; and
  - 7.3. the outstanding balance prior to delivery ex works.
8. Payment for kits and quick builds shall be made as follows-
  - 8.1. a 50% deposit within 14 days of date of order; and
  - 8.2. the balance prior to delivery ex works.
9. Payment for any service, aircraft or other component shall be made prior to collection of the applicable aircraft or component.
10. Order changes requested by the Customer may incur delays and/or changes in price.
11. Should a Customer cancel an order, The Airplane Factory may retain up to 10% of the total purchase price from the deposit towards costs incurred by it.
12. All prices are ex-works at The Airplane Factory’s premises, South Africa.
13. Any crating and freight charges will be quoted separately and must be paid prior to shipping.

14. Production position and serial number for aircraft and parts thereof will be assigned upon receipt of order and payment of the applicable deposit.
15. Storage/hangarage fees are chargeable if collection is delayed by more than 10 days.
16. All outstanding sums owing by a Customer to The Airplane Factory shall attract interest at the ruling prime rate of interest at the time as quoted by First National Bank.
17. If a Customer should fail to make due payment to The Airplane Factory of any sum and persist in failing to make such payment within 2 weeks of demand by The Airplane Factory, The Airplane Factory shall be entitled, without prejudice, to any other entitlements which it may otherwise enjoy, to cancel the Customer's order and proceed on the same basis as if the order had been cancelled by the Customer.
18. Products and services supplied by The Airplane Factory are sold subject to the standard Airplane Factory waiver and release of liability which form part of these standard terms and conditions of sale and service and which appear below. The waiver and release of liability is incorporated into and forms part of these terms and conditions of sale and service by incorporation.
19. We pack, check and re-check every kit before it leaves us and are 99% certain that they are as we say they are. The very first job the Customer has is to check his kit against the packing lists we provide. The Customer has 60 days to check the kit and provide one inventory list of missing or incorrect parts. Following an investigation, we will then send those parts at our expense to the Customer. Please note that freight charges for any further parts identified as missing or incorrect will be for the Customer's expense.
20. Save as if provided for expressly in The Airplane Factory (Pty) Ltd Aircraft Warranty a copy of which is available upon request, all goods and services are supplied by The Airplane Factory free of any guarantee or warranty.
21. These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa.
22. Any proceedings arising out of or in relation to this Contract (and specifically, but not limited to the Waiver and Release from Liability), shall be determined by the High Court of South Africa, Gauteng Local Division.

#### **WAIVER AND RELEASE FROM LIABILITY**

1. All customers of The Airplane Factory ("Customers") release The Airplane Factory from all and any liability for loss, harm or damage which they or others may suffer pursuant to their purchase of goods or services from The Airplane Factory. This release from liability ("the Release") shall include all the terms set out below.
2. The Customer understands and acknowledges that this Release applies to the purchase of any goods and/or services from The Airplane Factory, the manufacture or servicing of any aircraft or components pursuant to the purchase of any such goods and/or services, and the operation of any aircraft purchased, serviced or manufactured pursuant to the purchase of such goods or services.
3. The Customer understands that such operations may be dangerous and may result in injury, including death, and the Customer assumes such risk.
4. In consideration of The Airplane Factory supplying the Customer with the goods and/or services supplied, the Customer voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful

death occurring to him/herself arising as a result of the supply of the said goods and/or services to him/her, or any activity engaged in pursuant thereto, including without limitation the manufacture or operation of any kit aircraft. The Customer also, for him/herself, his/her heirs, next of kin, personal representatives, executors, administrators, successors, agents, assigns and insurers, releases, waives discharges and relinquishes any action or causes of action which may hereafter arise for him/herself and/or for his/her estate, and agrees that under no circumstance will he/she and/or his/her heirs prosecute, or present any claim for personal injury, property damage or wrongful death against The Airplane Factory, its officers, agents or employees so arising, and, insofar as any claim may so arise, indemnifies The Airplane Factory in respect of such claim.

5. This Waiver and Release from Liability shall be governed in accordance with the laws of South Africa and any proceedings arising out of or in relation to this Release shall be determined by The High Court of South Africa.

Dated 1 July 2018