

PRIVATE PURCHASE AND SALE AGREEMENT WITH PAYMENT TERMS FOR VELOCE ANG

NAME: _____,

Address: _____,

City/State/Zip: _____,

Cell Phone: _____,

Email: _____,

hereinafter referred to simply as **BUYER**, and on the other side, VELOCE PLANES LLC a WY Company, hereinafter referred **SELLER**, resolve and establish among themselves:

Clause 1^a. **THE OBJECT**

The purpose of this contract is the purchase by the BUYER of Veloce ANG Airplane, as described in Appendix A, under the new MOSAIC FAA rules which were announced as passed July 2025.

Clause 2. **THE PRICE AND THE PAYMENT**

The BUYER will pay the SELLER the total amount of **US \$417,000** (Four Hundred Seventeen Thousand U.S. Dollars), with a deposit of **US \$117,000** (One Hundred Seventeen Thousand U.S. Dollars) due within five (5) business days of contract signature.

The remaining balance of **US \$300,000** (Three Hundred Thousand U.S. Dollars) shall be paid according to the following schedule:

- **US \$50,000** (Fifty Thousand U.S. Dollars) when production of the airplane begins.
- **US \$100,000** (One Hundred Thousand U.S. Dollars) when the airplane, minus engine and avionics, is ready to ship to the United States.
- **US \$50,000** (Fifty Thousand U.S. Dollars) upon arrival of the airplane in the United States.
- **US \$50,000** (Fifty Thousand U.S. Dollars) sixty (60) days after arrival.
- **US \$30,000** (Thirty Thousand U.S. Dollars) ninety (90) days after arrival.
- **US \$20,000** (Twenty Thousand U.S. Dollars) prior to final delivery of the completed airplane.

Optional Upgrades: If the BUYER selects any upgrades, payment to the SELLER must be made in advance to ensure timely ordering and delivery. All payments for upgrades are required in advance to prevent any delays in the assembly or build process. Full details in Appendix A.

If purchasing airplane **M010**, the BUYER shall receive a complimentary upgrade of their choice from Appendix A, valued at **US \$15,000** (Fifteen Thousand U.S. Dollars).

Delivery: February 2027, conditional on the FAA accepting the necessary MOSAIC approval paperwork in a timely fashion consistent with their historical processing times for LSA aircraft over the past 20 years; in the event of any delay by the FAA beyond such historical norms, the delivery schedule shall be extended by an equivalent period, without penalty to either party.

The expenses for transporting the object to Whiteville NC will be borne by the SELLER. The expenses for transporting the object outside of Whiteville will be incurred by BUYER.

Failure to pay the listed amounts before Due Dates will result in Delays to Buyer by at least the delay in payments. If payment is not received within 1 week of each Due Date, SELLER reserves the right to assign the plane to the next BUYER in line. The BUYER's plane position will then go to the next customer in line and the BUYER will be assigned the next position in line, with no penalty or interest applied.

Clause 4^a. **THE DELIVERY**

The SELLER undertakes to deliver the object upon settlement of the price referred to in clause two, in the city of Whiteville NC.

The BUYER will be responsible for all expenses related to transporting the object outside of Whiteville.

The SELLER will arrange for the initial 10 hours of fly off time to ensure safety and functionality of the finished plane.

The SELLER agrees to provide up to **25 hours of transition flight training** to assist the BUYER in qualifying for lower insurance premiums, unless waived in writing by the BUYER.

The SELLER will help arrange additional transition training paid for by the BUYER if so desired by BUYER.

Clause 5^a. **THE GUARANTEE**

SELLER guarantees you'll love how the ANG flies. If the BUYER is not satisfied with the aircraft's flight performance, Veloce will issue a full refund within 30 days of the test flight. The BUYER has 30 days to test fly in the next completed flying ANG after it is ready to fly at Whiteville NC.

The aircraft also comes with:

- A **one-year limited warranty** covering the installation of components (excluding the engine and avionics, which carry their own warranty from the manufacturer).
- A **one-year "tip to tail" OEM warranty** on all plane supplied parts, excluding wear and tear or misuse. This is separate from and in addition to the installation warranty.
- **Standard manufacturer warranties** on all avionics, engine and other components selected by the BUYER.
- BUYER has the right to receive a full refund within 30 days of the completed plane after final inspection or for SELLER to make corrections to BUYER satisfaction.

The SELLER is not responsible for delays in shipping, and is only responsible for the plane. If avionics, engines, or other third-party components are delayed, the delivery schedule will be extended by the duration of such delays, without penalty to either party.

All import duties, tariffs, and taxes over \$10,000 USD are the sole responsibility of the BUYER, if any.

Clause 6^a. **THE BUYER OBLIGATIONS**

Are duties of the BUYER:

a) Make payments on the scheduled dates.

- b) Be responsible for the safe operation of the airplane.
- c) Be responsible for providing SELLER with all the necessary document and information to allow for registration of the airplane.
- d) Acknowledge that the assignment or subrogation, in whole or in part, of the rights and obligations arising from this agreement is expressly prohibited, without the prior written consent of the SELLER;

Clause 7^a. THE SELLER OBLIGATIONS

Are duties of the SELLER:

- a) Provide all objects of the present contract;
- b) Acknowledge that the assignment or subrogation, in whole or in part, of the rights and obligations arising from this agreement is expressly prohibited, without the prior written consent of the BUYER;
- c) Make the delivery within the stipulated period, upon payment of the price.

Clause 8^a. THE EMPLOYMENT RELATIONSHIP

The parties acknowledge that the legal relationships arising from this contract do not imply, under any circumstances, the existence of an employment relationship between BUYER and SELLER's employees.

Single paragraph. It is the SELLER's sole responsibility to hire the personnel it wants at its service, and its employees will always be subordinate to the order of its representative and responsible for the execution of the contractual object.

Clause 9^a. THE RESPONSIBILITY

Considering the object of this purchase and sale agreement, the parties acknowledge that the SELLER is responsible for the construction, assembly, and delivery of the completed aircraft in accordance with MOSAIC FAA certification standards, with the BUYER responsible solely for obligations related to payment, delivery acceptance, and operational use after delivery.

Clause 10^a. THE TOLERANCE

Tolerance for any breaches of this agreement will not constitute negation or waiver of the rights that are conferred on both parties, or their successors in any capacity.

Clause 11^a. THE IRREVOCABILITY

This agreement may only be terminated in case of delay of more than 30 (thirty) days in the payment of the installments due to the SELLER (clause 2), in which case the SELLER may choose to cancel for a full refund or be discounted the amounts in paragraph one clause 2.

Clause 12^a. RESALE SUPPORT

To ensure peace of mind and flexibility, the SELLER provides the BUYER with the following options, valid for up to twelve (12) months after delivery of the finished kit:

- **Guaranteed Resale Support:** SELLER will assist in marketing and selling the aircraft through its sales network at no additional commission or listing fee to the BUYER.

- **Buy-Back Option:** If the BUYER is dissatisfied with the aircraft, the SELLER agrees to offer a buy-back at a mutually agreed upon **fair market value**, less depreciation, usage, and any damage. The BUYER must notify the SELLER in writing to initiate this clause, and both parties agree to negotiate in good faith regarding the resale or repurchase.

Clause 13^a. **THE ARBITRATION AND THE FORUM**

The parties elect the state of ND as the competent forum to settle any issues arising from this contract, waiving any other, however privileged it may be.

Any dispute, controversy, or claim arising out of or relating to this Kit Aircraft Purchase Agreement, or the breach, termination, or validity thereof, shall first be attempted to be resolved by arbitration. The arbitration shall be conducted as follows:

Governing Rules: The arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, or any other rules agreed upon in writing by the parties.

Seat of Arbitration: The arbitration shall be conducted in North Dakota, unless otherwise agreed by the parties.

Language: The arbitration proceedings shall be conducted in English.

Number of Arbitrators: The arbitration shall be conducted by three arbitrator(s) appointed in accordance with the applicable rules.

Confidentiality: The parties agree that all aspects of the arbitration shall be kept confidential, including but not limited to the existence of the arbitration, all communications, disclosures, documents, and the award.

Costs: Unless otherwise awarded by the arbitrator(s), each party shall bear its own costs and expenses related to the arbitration, and the fees of the arbitrator(s) shall be shared equally.

Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of North Dakota.

Exclusions: This clause shall exclude either party from seeking emergency relief (e.g., injunctions) in a court of law pending arbitration.

And because they are fair and agree in everything that is provided for in this purchase and sale agreement, they sign it in the presence of the witnesses below, in two copies of equal content and form.

BUYER: Name _____

Signature

Date ____/____/____

SELLER: Veloce Planes LLC

Signature

Date ____/____/____

Appendix A

In Ready-to-Fly form the Veloce ANG has the following equipment:	Included
Rotax 916 IS 160HP or any other engine of your choice for price difference (\$45k allowance)	Included
Recommended Edge Performance 185+ HP (Based on Rotax 916iS)	\$10,000 extra
Constant Speed prop with flybox controller	Included
Variable-pitch propeller manufactured by ANG	Included
Composite painted Spinner	Included
latest design naca wing for maximum speed and low stall (43 ktas)	Included
Constructed from full carbon fiber with only metal in the landing gear, engine mount, hinges, and screws.	Included
Completely smooth plane with no visible rivets, utilizing composite materials	Included
Composite materials, naturally resistant to corrosion, eliminating the need for protective coatings	Included
Engine mount and pedals made from 4130 steel	Included
Robust steel retractable or fixed gear, designed with a safety factor of 3+	Included
Retractable landing gear with Trailing link hydropneumatic shock absorbers and hydraulic system with hydraulic station	Included
Fuel Capacity: 65 gallons (246 liters)	Included
Large electrically operated slotted flaps for super low stall speeds around 43 ktas	Included
Aileron and elevator control stick with bell crank and pushrod system for both pilots	Included
All control surfaces swivel on ball bearings	Included
Balanced flight control surfaces	Included
Inspection hatches at all junctions and inspection points	Included
Full dual controls - sticks, pedals, middle throttle and brakes	Included
ANG axles, wheels and powerful hydraulic disc brakes with park brake	Included
8" front wheel and 8" main wheels with 6 ply aviation tyres all round - \$50 replacements	Included
Composite wheel spats on all 3 wheels with fixed gear (15 ktas slower)	Included
Set of cast rims ANG 8" with Delitire 4.8 / 4.0-8 tires for the plane	Included
52 inches (1321 mm) wide cockpit (wider than cirrus)	Included
Fixed windscreen and lockable gullwing doors	Included
Electrically operated elevator trim tab	Included
RAC stick grip with PTT and elevator trim operation buttons on LH seat stick	Included
RAC stick grip with ptt button on RH seat stick	Included
Circuit breakers in the instrument panel	Included
Electric seat adjustment with horizontal position control for pilot seats	Included
Seats and interior components are made of high-quality fauz leather. Real leather for upgrade	Included
Front seats - Rear Seat 50/50 Split - with room for 3 adults in back	Included
The luggage compartment is 68.4 inches in length and 33.6 inches in width, with a capacity of 330 lbs with 2 people and 110 lbs for 5 people in plane	Included
Cabin heating and ventilation system (AC extra)	Included

Stainless steel exhaust	Included
Direct cool air into composite airbox	Included
Oil cooler and radiator for hot and cold operation	Included
In line oil thermostat	Included
Standard with 2 electric fuel pumps	Included
Composite wingtips, wing and tail fairings, nose fairing	Included
Carbon fiber instrument panel	Included
Modern push-button start system	Included
Modern push-button start system	Included
Garmin G3X EFIS multifunction touch screen primary instrument which also displays:	Included
10-inch LCD screen displaying all engine parameters in one view	Included
2 Garmin G3X Touch Flight Displays (10 in)	Included
Garmin GNX 375 GPS Navigator and ADS-B Transponder "In"/"Out"	Included
Garmin GMA 245 Remote-mount Audio panel System for G3X Touch	Included
Garmin GTR 205 Comm Radio	Included
Garmin GMC 507 Autopilot Control Head	Included
Garmin GEA 24 Engine Indication System (EIS)	Included
Garmin Autopilot servo for elevators	Included
Garmin back-up battery - (Single display)	Included
Garmin Autopilot servo for ailerons	Included
Li Ion Phosphate Battery - High Power	Included
Stearable Nose Wheel	Included
Removable Doors By Hand from Inside	Included
Dual Matco Brake Pedals	Included
Cast aluminium unheated pitot tube with angle of attack	Included
Internal LED cabin lights front	Included
Landing/taxi lights - LED lights in both wings	Included
Triple LED Nav / strobe lights on wingtips and tail	Included
Locking fuel caps	Included
Glove / map box in instrument panel (Less panel room for avinoics)	Included
A custom paint scheme with up to 3 colors (one base and two accents)	Included
Laser Cut Carpeted floors	Included
Centre console with padded armrest and small storage hatch	Included
Registered and with flight authorization or with the necessary paperwork for export orders - Test flown, trimmed and instruments calibrated	Included
PARACHUTE	
Galaxy GRS 6 800-990 SDS 175 m² rescue system	Included
Installation of the GRS 6 800-990 SDS 175 m² rescue system	Included
Preparation for installation of the GRS 6 800-990 SDS 175 m² rescue system	Included
Put parachute cables and all mount brackets and skins in readiness for a parachute (kit only)	Included
Other OPTIONS we can include	
Permanently move seat travel back up to 4 inches or Dash forward up to 3 inches	Included
Halon fire extinguisher	Included
First aid kit with emergency signal strips	Included

Tow bar	Included
Plugs and covers for intakes and pitot tube	Included
Fuel tester	Included
OPTIONAL ITEMS	
The following optional upgrades can be added to your standard Veloce ANG package. The prices are correctly calculated after deducting the price of the standard item.	
ENGINE OPTIONS	
Edge Performance EP918Ti Turbo/EFI/FADEC 185 HP+ (Based on Rotax 916iS)	\$10,000
Other ASTM standard made engine	Price Varies
PROPELLER OPTIONS	
Any other option you like for the price difference of \$2,000 credit from ANG prop	
INSTRUMENTATION OPTIONS	
Garmin GTN 750xi (Net Cost) - instead of Garmin GNX 375	\$13,730
Garmin GTN 650Xi (Net Cost) - instead of Garmin GNX 375	\$7,770
G5 Garmin Mini	\$1,742
Elevator trim on both control sticks (full dual operation)	\$1,500
3rd Servo (Yaw Damper)	\$1750
Garmin GTS 800 (Incl. connector kits & Installation)	from \$10,789
DYNON AVIONIC SkyView 10" monitor (1 unit, includes SV-HDX1100/A 10" SkyView HDX Display, SV-HARNESS-D37, SV-SYNVIS-280 Synthetic Vision, SV-MAP-270 Navigation Display) (replaces one G3x)	\$1,000
DYNON SKYVIEW vertical VHF communication radio (Model SV-COM-X83/V) (replaces one garmin radio)	\$0
SV-KNOB-PANEL / V model SkyView knob control panel (vertical)	\$500
Autopilot control panel (replaces Garmin)	\$0
NO Safe Glide NO TOGO switch with Dynon options	
PAINT AND EXTERNAL FINISH OPTIONS	
A custom paint scheme with up to 3 colors (one base and two accents)	Included in Standard
Metallic paint instead of standard	from \$2,500
Special color paint scheme per extra color	from \$5,000
Stripes on fuselage, wings or spats per set of stripes	from \$5,000
Lightweight canopy cover	\$1,500
Complex paint jobs	Quoted on
INTERIOR	
Leather Seats two tone with double stitched different color thread for 5 seats	Included
Leather Interior walls and ceiling and dash - for Good quality finish	Included
Finished and Painted Interior instead of leather	\$5,500
Finished interior leather double stitched for Great quality High End Car finish	\$10,000
Carbon Fiber Dash Panel with White Lettering	Included
OTHER OPTIONS	
Electric Air Conditioning	\$15,000
Turbulence Solutions turbulence canceling for the plane like Noise Cancellation	\$30,000
Heated Prop	\$5,000
Weeping Wing Deice and Elevator	\$25,000
Buenos De-Ice - The Deice and Heated Prop - wing and elevator heated	\$30,000
IceSight - The Deice and Heated Prop - wing and elevator	\$35,000

OXYGEN SYSTEMS	
2-place - Mountain High (MH) O2D2 Systems with installation	\$4000
4-place - Mountain High (MH) O2D2 Systems with installation	\$4700
6-place - Mountain High (MH) O2D2 Systems with installation	\$6,500
4-place - Aithre AVI Smart Oxygen Systems with installation	\$9,700
6-place - Aithre AVI Smart Oxygen Systems with installation	\$11,700
SHIPPING/Ferry Flight	
Shipping charges from Whiteville, NC, to your location - You pay actual costs	~\$1k- \$3k