BUILD RESERVATION — TERMS AND CONDITIONS

> PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING PAYMENT. BY COMPLETING THE $5,000 USD RESERVATION PAYMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS IN THEIR ENTIRETY.

1. Parties

These Terms and Conditions ("Agreement") govern the reservation of a production schedule position for a kit aircraft full-build or builder-assist by GA Aerospace Corporation ("Builder"), a company organized under the laws of the State of Arizona. The individual or entity completing the reservation payment is referred to herein as "Customer."

2. Electronic Acceptance

These Terms and Conditions are accepted electronically. By completing the $5,000 USD reservation payment through the Builder's online payment portal, Customer agrees to be legally bound by this Agreement to the same extent as a handwritten signature. No physical signature is required. A confirmation of payment and acceptance will be sent to Customer's email address on file.

Customer represents that they have the legal authority to enter into this Agreement and that the payment method used is authorized for this transaction.

3. Definitions

- **"Build Window":** One of Builder's three-month seasonal scheduling periods: Spring (March through May), Summer (June through August), Fall (September through November), or Winter (December through February).
- **"Build Agreement":** The definitive agreement between Builder and Customer (an aircraft purchase agreement or a build services agreement, as applicable) setting out final aircraft specifications, total price, payment schedule, and delivery terms.
- **"Build-Ready":** Customer has (a) executed the Build Agreement; (b) paid the Initial Build Payment, net of the Reservation Fee credit; and (c) where the kit is supplied by Customer, either delivered the kit to Builder's facility in Arizona or provided written confirmation from the kit manufacturer of a delivery date falling within the assigned Build Window.
- **"Initial Build Payment":** The payment due upon execution of the Build Agreement, in the amount set in the Build Agreement, before any build labor begins. Subsequent payments due upon completion of defined build stages are "Milestone Payments," as set in the Build Agreement.
- **"Firm Start Date":** The date, issued by Builder in writing under Section 8, on which Builder commits to begin work on Customer's aircraft.
- **"Build Start":** The first day on which Builder performs build labor on Customer's aircraft under the Build Agreement.

4. Reservation Fee

Customer agrees to pay Builder a reservation fee of Five Thousand Dollars ($5000 USD) ("Reservation Fee"). The Reservation Fee is non-refundable except as expressly provided in Section 9. The Reservation Fee:

- Secures Customer's position in an assigned Build Window under Section 5;
- Grants Customer access to the customization selection process described in Section 7; and
- Will be credited in full against the Initial Build Payment upon execution of the Build Agreement, and thereby toward the total price of the aircraft or build.

5. Build Window Assignment

Upon receipt of the Reservation Fee, Builder will assign Customer the earliest available Build Window, or a later Build Window at Customer's request, and will confirm the assignment to Customer in writing within five (5) business days. Builder will keep Customer informed of the status of the build queue as the assigned Build Window approaches.

6. Pricing

The final price will be determined by the customization selections and optional accessories chosen by Customer pursuant to Section 7, and will be confirmed in the Build Agreement. Builder reserves the right to adjust base pricing prior to execution of the Build Agreement to reflect changes in kit costs, component pricing, or labor rates; however, Builder will notify Customer of any such adjustment in writing before the Build Agreement is finalized.

7. Customization Options

Upon payment of the Reservation Fee, Customer will be provided with a customization selection form reflecting options available at that time. Available options are determined by build stage and progress at the time of order, and may include any combination of the following, subject to availability:

- Avionics upgrades and additional avionics equipment.
- Performance accessories (e.g., long-range fuel tanks, powerplant and propeller).
- Exterior paint scheme and design.
- Interior package (leather color and stitching, carpet, panel trim, seating configuration).
- Lighting and electrical options.

Builder makes no representation or warranty that any specific option will be available at the time Customer places their order. Options requiring integration during an assembly stage already completed at the time of order may not be available or require a substantial dis-assemble & re-assemble fee. Builder will not be liable for the unavailability of any such option. Each selected option will be priced and reflected in the Build Agreement.

8. Build Readiness and Firm Start Date

8.1 Customer shall be Build-Ready no later than forty-five (45) days before the first day of the assigned Build Window ("Readiness Deadline").

8.2 Provided Customer is Build-Ready by the Readiness Deadline, Builder shall issue a Firm Start Date in writing no later than thirty (30) days before the first day of the assigned Build Window. The Firm Start Date shall fall within the assigned Build Window.

8.3 This Agreement does not establish a build completion date. Completion timing will be addressed in the Build Agreement.

9. Builder Start-Date Commitment

If Build Start does not occur within forty five (45) days after the Firm Start Date for causes attributable to Builder, including capacity constraints or delays on other customers' projects, Customer may elect, by written notice to Builder, either:

- To cancel the reservation and receive a full refund of the Reservation Fee, paid within thirty (30) days of Customer's notice; or
- To retain the reservation, with scheduling priority over all positions reserved after Customer's.

Delays arising under Sections 10, 11, or 16 are not attributable to Builder for purposes of this Section.

10. Customer Delays

A "Customer Delay" occurs if Customer is not Build-Ready by the Readiness Deadline, or if Customer otherwise prevents Build Start on the Firm Start Date (for example, by failing to provide configuration decisions required to begin the build or failing to make a payment when due).

- **First Customer Delay or deferral:** Customer's reservation will be moved to the next available Build Window at no charge, and the Reservation Fee remains fully credited. Customer may instead use this one no-cost move as a voluntary deferral by requesting a later Build Window in writing at least sixty (60) days before the first day of the assigned Build Window.
- **Second Customer Delay:** Builder may terminate the reservation by written notice, in which case the Reservation Fee is forfeited.

Delays caused by Customer after Build Start, and any associated storage or schedule-restart charges, are governed by the Build Agreement.

11. Third-Party Delays

If Build Start is delayed by the kit manufacturer, a component supplier, or a freight carrier, for reasons not attributable to either party, Builder will notify Customer promptly and Customer's reservation will be moved to the next available Build Window. No penalty applies to either party, the Reservation Fee remains fully credited, and the delay does not count as a Customer Delay under Section 10.

12. Build Agreement; Customer Cancellation

This Agreement does not constitute a binding agreement to purchase or sell an aircraft or build services. Customer is under no obligation to execute a Build Agreement and may cancel the reservation at any time by written notice; however, except as provided in Section 9, the Reservation Fee will not be refunded upon cancellation.

13. Transfer

With Builder's prior written consent, which will not be unreasonably withheld, Customer may (a) transfer the reservation to another individual or entity, who shall assume Customer's position and these Terms and Conditions; or (b) apply the reservation to a different kit aircraft model. A change of aircraft model may require reassignment to a different Build Window where the estimated build hours differ materially.

14. Experimental Aircraft Acknowledgment

Customer acknowledges that the aircraft may be certificated as either an Experimental/Amateur-Built (E-AB) aircraft under 14 CFR § 21.191(g) or an Experimental Light-Sport Aircraft (E-LSA) under 14 CFR § 21.191(i), as applicable to the aircraft and its intended certification basis. Customer represents that they are familiar with the regulatory framework governing experimental aircraft and accepts all associated limitations and operating restrictions, including applicable limitations on commercial operations, flight training, and compensation or hire, as well as the absence of FAA type certification.

15. Limitation of Liability

Builder's liability under this Agreement shall not exceed the amount of the Reservation Fee paid by Customer. In no event shall Builder be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement.

16. Force Majeure

Neither party shall be liable for delays caused by events beyond its reasonable control, including natural disasters, severe weather, fire, government action, epidemics, or labor disputes not involving the affected party's own workforce. The Firm Start Date and any related deadlines shall be extended by the duration of such event, and the party affected shall notify the other party promptly.

17. Notices

All notices under this Agreement shall be in writing and may be delivered by email: to Builder at contact@ga-aerospace.com, and to Customer at the email address provided with the reservation payment. Notice is effective upon sending, absent a delivery failure message.

18. Governing Law; Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict-of-law principles. Any dispute arising under this Agreement shall first be submitted to good-faith negotiation between the parties. If unresolved within thirty (30) days, disputes shall be submitted to binding arbitration in Tucson, Arizona, in accordance with the rules of the American Arbitration Association.

19. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the reservation of a build position and supersedes all prior discussions, representations, and understandings. Upon execution, the Build Agreement shall govern the build, and this Agreement shall remain in effect only as to the credit of the Reservation Fee. Amendments must be in writing and acknowledged in writing by both parties.

By completing the reservation payment, Customer confirms full acceptance of these Terms and Conditions.