



GA AEROSPACE CORPORATION

Kit Aircraft Professional Build Services
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BUILD RESERVATION — TERMS AND CONDITIONS

Reservation Fee: \$8,000 USD

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING PAYMENT. BY COMPLETING THE \$8,000 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 \$8,000 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. Reservation Fee

Customer agrees to pay Builder a non-refundable reservation fee of Eight Thousand Dollars (\$8,000 USD) ("Reservation Fee"). The Reservation Fee:

- Secures Customer's position in the current build queue;
- Grants Customer access to the customization selection process described in Section 5; and
- Will be credited in full toward the final purchase price of the aircraft upon execution of a separate Purchase Agreement.

4. Pricing

The final purchase price will be determined by the customization selections and optional accessories chosen by Customer pursuant to Section 5. Final pricing will be confirmed in the Purchase Agreement referenced in Section 6. Builder reserves the right to adjust base pricing prior to execution of the Purchase 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 Purchase Agreement is finalized.

5. 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 solely 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 & propeller, etc.).
- 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 will not be available. Builder will not be liable for the unavailability of any such option. Each selected option will be priced and reflected in the final Purchase Agreement.

6. Purchase Agreement

This Agreement does not constitute a binding agreement to purchase or sell an aircraft. A separate, definitive Purchase Agreement — including final aircraft specifications, total purchase price, payment schedule, and delivery terms — will be negotiated and executed by both parties prior to completion of the build. Customer is under no obligation to execute a Purchase Agreement; however, should Customer elect not to proceed, the Reservation Fee will not be refunded.

7. Non-Refundable; No Transfer

The Reservation Fee is non-refundable under all circumstances, including but not limited to Customer's decision not to proceed with purchase, change in Customer's financial circumstances, dissatisfaction with available customization options, or pricing adjustments under Section 4. Customer acknowledges this condition and accepts it as a material term of this Agreement.

This reservation is personal to Customer and may not be assigned or transferred to any third party without Builder's prior written consent.

8. Build Timeline

Builder will use commercially reasonable efforts to complete the build in a timely manner; however, no specific completion date is guaranteed under this Agreement. Build timelines are subject to part availability, manufacturer lead times, regulatory requirements, and other factors beyond Builder's reasonable control. Builder will keep Customer reasonably informed of material changes to the projected build timeline.

9. 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(j), 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.

10. 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.

11. 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.

12. 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. Amendments must be in writing and acknowledged in writing by both parties.

By completing the \$8,000 USD reservation payment, Customer confirms full acceptance of these Terms and Conditions.

GA Aerospace Corporation recommends that Customer consult independent legal counsel prior to completing payment.

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