SPECIAL LIGHT SPORT AIRCRAFT (S-LSA) PURCHASE AND SALE AGREEMENT

(VELOCE ANG)

This **Purchase and Sale Agreement** (the "**Agreement**") is entered into as of _____ (the "**Effective Date**"), by and between:

BUYER:

Name: _____

Address: _____

And SELLER: Veloce Planes LLC, a Wyoming Limited Liability Company ("**SELLER**")

BUYER and **SELLER** may be referred to individually as a "**Party**" and collectively as the "**Parties**."

VELOCE ANG — OPTIONS, EQUIPMENT & PRICING (APPENDIX A)

In Ready-to-Fly form the Veloce ANG has the following equipment: If you get all the options there is a discount to bundle them for less money than this agreement all added up. $517k for fully loaded fully built for you SLSA plane.	
Engine Included as Standard or any other engine of your choice for price difference	**Rotax 912 UL 115 HP or Aerovolare 160 HP Turbo**
Other Engine Allowance for price difference	**$30k allowance**
Flybox controller for prop	**Included**
Constant Speed prop with Composite Spinner	**Included**
Variable-pitch propeller manufactured by ANG	**Included**
Constructed from full carbon fiber with only metal in the landing gear, engine mount, hinges, and screws.	**Included**
Latest design naca wing for maximum speed and low stall (49 ktas)	**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 made from 4130 steel	**Included**
Retractable landing gear with Trailing link hydraulic shock absorbers and hydraulic system with hydraulic pumping station	**Included**
Fuel Capacity: 65 gallons (246 liters)	**Included**
80 Gallon tanks	**$1,000**
Large electrically operated slotted flaps for super low stall speeds around 49 ktas	**Included**
Aileron and elevator control stick with bell crank and pushrod system for both	**Included**

pilots	
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 toe brakes	**Included**
ANG axles, wheels and powerful hydraulic disc brakes	**Included**
8" front wheel and 8" main wheels with 6 ply tires all round - $50 replacements	**Included**
Set of cast rims ANG 8" with Delitire 4.8 / 4.0-8 tires for the plane	**Included**
50 inches front and 52 in the back wide cockpit (wider than cirrus)	**Included**
Fixed windscreen and lockable gullwing doors	**Included**
Electrically operated elevator trim tab	**Included**
Electric seat adjustment with horizontal position control for pilot and co pilot seats	**Included**
Front seats - Rear Seat 40/20/40 Split - with room for 3 adults in back	**Included**
Seats and interior components ready for leather	**Included**
The luggage compartment is 68.4 inches in length and 33.6 inches in width, with a capacity of 120 lbs with 2 people and 110 lbs for 5 people in plane	**Included**
Cabin heating and ventilation system (AC extra)	**Included**
Direct cool air into composite airbox	**Included**
Oil cooler and radiator for hot and cold operation (for rotax)	**Included**
In line oil thermostat	**Included**
Standard with 2 electric fuel pumps (upgraded for Edge performance)	**Included**
Composite wingtips, wing and tail fairings, nose fairing	**Included**
Fiberglass instrument panel with carbon-fiber inlay	**Included**
Glove / map box in instrument panel (Less panel room for avionics)	**Included**
Full instrument panel with no glove box	**$1,000**
Circuit breakers in the instrument panel	**Included**
Stearable Nose Wheel	**Included**
Removable Doors By Hand from Inside (without leather)	**Included**
Landing/taxi lights - LED lights in both wings	**Included**
Locking vented fuel caps	**Included**
Composite wingtips, wing and tail fairings, nose fairing	**Included**
Triple LED Nav / strobe lights on wingtips and tail	**Included**

Dual Brake Toe Pedals	Included
Centre console with padded armrest and small storage hatch	Included
Cast aluminium unheated pitot tube with angle of attack	Included
Li Ion Phosphate Battery - High Power	Included
Modern push-button start system	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
Stainless steel exhaust	Included
A custom exterior finish consisting of one (1) base paint color, with up to two (2) accent color stripes applied as a vinyl wrap for trim, striping, or design accents.	$2,500
Registered and with flight authorization or with the necessary paperwork - Test flown, trimmed and instruments calibrated	$1,000
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	Included
OTHER OPTIONS	
Permanently move seat travel back up to 4 inches or Dash forward up to 3 inches	$500-$1000
Halon fire extinguisher	$250
First aid kit with emergency signal strips	$250
Custom Made Tow bar	$500
Fuel tester	$100
Plugs and covers for intakes and pitot tube	$500
Lightweight canopy cover	$1,500
Robust steel fixed gear, with fairings (minus 8-15 ktas depending on altitude)	$6,000
OPTIONAL ITEMS	
ENGINE OPTIONS	
Other Engine Allowance for price difference	$30k allowance
Aerovolare 160 HP Suzuki 1.5L Turbo	Included
Edge Performance EP918Ti Turbo/EFI/FADEC 185 HP+ (Based on Rotax 916iS)	$25,000

Rotax 914 UL 115 HP	$10,000
Rotax 915 iS 141 HP	$10,000
Rotax 916 iS 160 HP	$15,000
Apogee by Innodyne - 230 HP turboprop	$75,000
INSTRUMENTATION OPTIONS (including connecting and wiring)	
Dynon dual screen IFR with GPS 175 is standard	
Dynon System Standard with Auto Level and Emergency Glide:	
DYNON IFR Dual SkyView HDX PACKAGE:	Base
1x Dynon SV-HDX1100 10" SkyView HDX Display + Mounting Tray + Display Harness	Included
2nd Dynon SV-HDX1100 10" SkyView HDX Display + Mounting Tray + Display Harness	$4,895
Dynon SV-BAT-320 Backup Battery (1 battery powers 1 display)	Included
Dynon ADAHRS - Primary Module (Includes OAT)	Included
Dynon Remote Magnetometer for SkyView	Included
Dynon SV-GPS-250 GPS Antenna/Receiver Module	Included
Wi-Fi Adapter for SkyView (USB) (1 per display)	Included
Dynon SV-XPNDR-261 Class 1 Mode S Transponder (ADS-B Out)	Included
Dynon SV-ADSB-472 Dual Band Traffic and Weather Receiver (ADS-B In)	Included
Dynon SV-KNOB-PANEL/V SkyView Knob Control Panel (Vertical)	Included
Dynon SV-COM-760 COM Transceiver, 25 khz	Included
Dynon SV-COM-PANEL/V COM Control Panel, OLED (Vertical)	Included
SV-EMS-221 Engine Monitoring Module - CANBUS	Included
Dynon ARINC-429 Interface Module (1 required for each IFR GPS/Nav device)	Included
Dynon SV-AP-PANEL/V SkyView Autopilot Control Panel (Vertical)	$650
SV-BUTTON-LEVEL Autopilot LEVEL Button	Included
Dynon SV-ADAHRS-201/A Additional ADAHRS Module (Backup ADAHRS)	$800
2x Dynon SV32/SV42/SV52 (standard output arm)	Included
Dynon Smart Servo as a Yaw Damper	$1,500
Dynon AoA/Pitot Probe, heated, 12V only, with controller + Mount Bracket	$500
Dynon D3 Panel	Included
Garmin GPS 175	$6,195

Advanced Flight Systems "wiring harness"	Included
Emergency Glide and Auto Level - TOGA (Must purchase $7500 IFR navigator)	Included
GARMIN $10k more to replace Dynon with Garmin equivalent	$10,000 more than Dynon
if purchasing garmin add ons individually, these are the prices	
2x Garmin G3X Touch 10-inch LCD screen displaying all engine parameters in one view	$11,060
Garmin GNX 375 GPS Navigator and ADS-B Transponder "In"/"Out"	$9,295
Garmin GMU 11 Magnetometer	$510
2x Garmin GSU 25C ADAHRS	$2,390
Garmin GMA 245 Remote-mount Audio panel System for G3X Touch	$1,800
Garmin GTR 20 Remote Comm Radio	$2,099
Garmin GMC 507 Autopilot Control Head	$1,480
Garmin GEA 24 Engine Indication System (EIS)	$1,305
2x Garmin Autopilot servo for elevators and ailerons	$2,460
Garmin Battery - (Single display)	$320
Custom Wiring Harness	$5,000
GARMIN OTHER OPTIONS (with or without dynon base)	
Garmin GTN 750Xi, Black, Standard + VOR antenna	$23,165
Garmin GTN 650Xi, Black, Standard + VOR antenna	$15,795
Garmin GTN 635Xi, Black, Standard	$15,150
Garmin GTS 800	$11,489
G5 Garmin Mini	$1,900
Garmin back-up battery - (Single display) - RECOMMENDED	$320
The VP-X Electronic Circuit Breaker System	
VP-X Pro Electronic Circuit Breaker System (Hardware + Wiring + Installation Labor)	$4,990
12V (6AH) - TCW INTEGRATED BACK UP BATTERY SYSTEM	
12V (6AH) - TCW INTEGRATED BACK UP BATTERY SYSTEM	$542
PAINT AND EXTERNAL FINISH OPTIONS	
Preparation for painting with bodywork and primer	Included
A custom exterior finish consisting of one (1) base paint color, with up to two (2) accent colors applied as a vinyl wrap for trim, striping, or design accents	Included
Additional vinyl wrap accent package	$5,000

Metallic paint instead of standard	from $2,500
Special colour paint scheme per extra colour	from $5,000
Complex paint jobs	Quoted on
INTERIOR	
Laser Cut Carpeted floors	Included
Leather Seats two tone with double stitched different color thread	$6,000
Leather Interior walls and ceiling	$10,000
Painted Interior instead of leather	$5,500
Carbon Fiber Dash Panel with White Lettering	$1,000
OTHER OPTIONS	
Electric Air Conditioning	$20,000
Turbulence Solutions “like noise canceling” turbulence reduction	$30,000
Weeping Wing Deice and Elevator	$20,000
Buenos De-Ice - The Deice and Heated Prop - wing and elevator heated	$35,000
IceSight - The Deice and Heated Prop - wing and elevator	$35,000
OXYGEN SYSTEMS	
2-place - Inogen® Portable O2 Generator - not installed - never needs filling	$2,500
2-place - Inogen® Portable O2 Generator - installed - never needs filling	$4,000
2-place - Mountain High® (MH) O2D2 Systems with installation	$6,000
4-place - Mountain High® (MH) O2D2 Systems with installation	$7,500
6-place - Mountain High® (MH) O2D2 Systems with installation	$8,500
4-place - Aithre® AVI Smart Oxygen Systems with installation	$9,700
6-place - Aithre® AVI Smart Oxygen Systems with installation	$11,700
Wi-Fi	
Starlink Wifi (we install you pay Monthly Subscription)	$1,000
SHIPPING	
Shipping charges from Europe to Whiteville, NC	Included

Shipping charges from Whiteville, NC, to your location - You pay actual costs (currently $2-$4 per mile to your location - or you can come with large trailer or uhual truck and we will help you load))	**TBD**

CLAUSE 1. AIRCRAFT DESCRIPTION AND CERTIFICATION STATUS

The aircraft subject to this Agreement is one (1) factory-built Veloce ANG Special Light Sport Aircraft (“Aircraft”) manufactured and delivered in accordance with applicable FAA Special Light Sport Aircraft (S-LSA) regulations and manufacturer declarations in effect at the time of delivery.

The Aircraft is not certified under 14 CFR Part 23. It is governed by FAA S-LSA regulations and applicable ASTM consensus standards.

CLAUSE 2. PURCHASE PRICE AND PAYMENT TERMS

Total Purchase Price: US $417,000 (Four Hundred Seventeen Thousand U.S. Dollars).

Payment schedule, deposits, and production milestones are set forth in Appendix B.

Failure to make payment within five (5) days of any due date constitutes default. SELLER may suspend production, suspend delivery, terminate this Agreement, or reassign the Aircraft.

Optional upgrades must be prepaid in accordance with Appendix B.

CLAUSE 3. REGULATORY ACKNOWLEDGMENT

BUYER acknowledges that:

a. S-LSA certification is governed by FAA regulations and manufacturer declarations, not Part 23 certification standards;
b. Changes in FAA policy, MOSAIC implementation, regulatory interpretation, or processing times may affect delivery timing but do not affect Aircraft airworthiness if compliant at delivery;
c. The Aircraft will be delivered with appropriate documentation for S-LSA registration and lawful operation.

CLAUSE 4. DELIVERY, TRAINING, INSPECTION, AND ACCEPTANCE

4.1 Delivery Location

Whiteville, North Carolina, unless otherwise agreed in writing.

4.2 Estimated Delivery

The Parties acknowledge an estimated delivery target of December 2027, subject to production scheduling, certification progress, regulatory approvals, and supply chain conditions. Any regulatory delay or force majeure event shall extend delivery without penalty.

4.3 Transition Training Support

SELLER agrees to provide up to twenty-five (25) hours of transition flight training assistance following delivery, subject to instructor availability, aircraft availability, weather conditions, and insurance requirements, unless waived in writing by BUYER. Insurance approval and premium terms are determined by third-party insurers and are not guaranteed by SELLER.

4.4 Pre-Delivery Inspection and Fit-and-Finish Satisfaction

BUYER shall have thirty (30) calendar days following notice of completion to inspect the Aircraft.

“Fit and finish” refers to cosmetic appearance, alignment, surface quality, interior trim, paint quality, and workmanship consistent with manufacturer standards for S-LSA aircraft.

If BUYER identifies material nonconformities, SELLER shall have up to ninety (90) days to correct such items.

If SELLER reasonably determines corrections cannot be achieved, SELLER may refund amounts paid.

4.5 Acceptance

The Aircraft shall be deemed accepted upon the earliest of:

(a) BUYER signing an Acceptance Certificate;
(b) Completion of ten (10) flight hours;
(c) Expiration of the inspection period without written notice specifying material nonconformities.

“Material Nonconformity” means failure to meet manufacturer specifications or FAA S-LSA compliance requirements.

CLAUSE 5. WARRANTY

5.1 Limited Aircraft Warranty
SELLER warrants that the Aircraft shall be free from defects in materials and workmanship for one (1) year or 200 flight hours, whichever occurs first, from delivery.

5.2 Exclusions
This warranty excludes normal wear and tear, misuse, improper maintenance, unauthorized modifications, operation outside published limitations, or damage after delivery.

5.3 Manufacturer Component Warranties
Avionics, engine, propeller, and accessories are covered by their respective manufacturers’ warranties.

CLAUSE 6. LIMITED BUYER SATISFACTION OPTION

a. As a commercial accommodation and confidence provision, within thirty (30) days following delivery, BUYER may report dissatisfaction related to fit, finish, or flight characteristics that materially deviate from manufacturer specifications.

SELLER shall have reasonable opportunity to correct such items.

If correction is not feasible, SELLER may, at its sole discretion:

(a) Accept return of the Aircraft and refund amounts paid, less reasonable usage and any damage; or
(b) Propose an alternative commercially reasonable resolution.

This clause is not a guarantee of personal preference but can be used as such knowing if the manufacturer deems the corrections too demanding, they may elect to refund the purchase price and resell the airplane if above and beyond the material defects that deviate from manufacturer specifications.

b. Seller has 30 days to take a demo flight once they are scheduled to determine if they like how the plane flies. And within this time they can ask for and receive a full refund if they do not like how the demo flight performs. Once this time has passed, this window will automatically close unless SELLER is notified of BUYER wanting a refund.

CLAUSE 7. SELLER OBLIGATIONS

SELLER shall:

(a) Manufacture and deliver the Aircraft in compliance with FAA S-LSA regulations and applicable standards;
(b) Provide documentation necessary for registration;
(c) Perform agreed production milestones consistent with Appendix B.

CLAUSE 8. LIMITATION OF LIABILITY

SELLER shall not be liable for consequential, incidental, special, or punitive damages.

Total liability shall not exceed the total amounts paid by BUYER.

CLAUSE 9. INDEMNIFICATION

BUYER shall indemnify and hold harmless SELLER from claims arising from operation, maintenance, or modification of the Aircraft after delivery.

CLAUSE 10. FORCE MAJEURE

Neither Party shall be liable for delays caused by events beyond reasonable control, including regulatory delays, supply chain disruption, labor interruption, war, natural disasters, or governmental action.

CLAUSE 11. RESALE ASSISTANCE

For twelve (12) months following delivery, SELLER agrees to assist BUYER in marketing the Aircraft through its sales network without additional listing commission, but any money paid over purchase price will be paid to SELLER.

Any repurchase by SELLER shall be at mutually agreed fair market value reflecting usage, condition, depreciation, and market factors. No guaranteed buy-back price is implied.

CLAUSE 12. DEFAULT

Failure to make payment within five (5) days of due date constitutes default. SELLER may suspend production, suspend delivery, terminate the Agreement, or reassign the Aircraft.

CLAUSE 13. GOVERNING LAW, FORUM SELECTION, AND ARBITRATION

This Agreement shall be governed exclusively by the laws of the State of North Dakota.

All disputes shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules.

Seat of arbitration: North Dakota
Language: English
Number of arbitrators: Three (3)

Any permitted court action shall be brought exclusively in:

(a) State courts located in Burleigh County, North Dakota; or
(b) The United States District Court for the District of North Dakota.

This clause survives termination or completion.

CLAUSE 14. ATTORNEY FEES

The prevailing Party shall be entitled to recover reasonable attorney fees and costs.

CLAUSE 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions or representations.

Modifications must be in writing signed by both Parties.

CLAUSE 16. INSURANCE ACKNOWLEDGMENT

BUYER acknowledges that insurance availability, premiums, and training requirements are determined by third-party insurers and are not guaranteed by SELLER.

BUYER is solely responsible for obtaining required insurance coverage.

CLAUSE 17. IMPORT DUTIES AND TAXES

All import duties, tariffs, customs charges, and governmental taxes in excess of $10,000 USD, if any, shall be the sole responsibility of the BUYER and must be paid prior to delivery.

CLAUSE 18. SURVIVAL

Provisions relating to warranties, limitation of liability, indemnification, dispute resolution, attorney fees, and governing law survive delivery, acceptance, refund, termination, or completion.

SIGNATURES:

BUYER: _____

_____ Date _____/_____/_____
Signature

SELLER: Veloce Planes LLC

_____ Date _____/_____/_____
Signature

APPENDIX B

No.	Amount (USD)	Amount (in Words)	Milestone / Due Date
1	$97,000	Ninety-Seven Thousand U.S. Dollars	Deposit due within five (5) business days
2	$75,000	Seventy-Five Thousand U.S. Dollars	When production of the airplane begins
3	$75,000	Seventy-Five Thousand U.S. Dollars	When the airplane is ready for shipment to the USA
4	$50,000	Fifty Thousand U.S. Dollars	Before assembly begins
5	$50,000	Fifty Thousand U.S. Dollars	Thirty (30) days into assembly
6	$25,000	Twenty-Five Thousand U.S. Dollars	Sixty (60) days into assembly
7	$25,000	Twenty-Five Thousand U.S. Dollars	Ninety (90) days into assembly
8	$20,000	Twenty Thousand U.S. Dollars	Prior to final delivery of the completed airplane