

EXPERIMENTAL AMATEUR-BUILT AIRCRAFT PURCHASE AND SALE AGREEMENT (VELOCE ANG PATRIOT)

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."

CLAUSE 1. AIRCRAFT DESCRIPTION AND CERTIFICATION STATUS

The aircraft subject to this Agreement is one (1) **Experimental Amateur-Built aircraft**, a 2026 **Veloce ANG Patriot**, including installed engine and associated equipment ("Aircraft").

BUYER acknowledges and agrees that:

- The Aircraft has been **previously assembled and flown**
- The Aircraft is **not being sold as a kit**
- BUYER did **not** participate in construction
- No representation is made regarding builder or repairman eligibility under FAA regulations
- The Aircraft will be transferred with existing Experimental Amateur-Built certification and operating limitations

The Aircraft is a 2026 Veloce ANG Patriot, built at the Veloce Planes build-assist center in North Carolina with its owner, with approximately seventy-five (75) hours total time. **Included Equipment (As-Built):** dual Garmin G3X Touch displays; Garmin GTN 650 GPS/NAV; two (2) com radios; ADS-B In and Out transponder; air conditioning; and a useful load of approximately 1,600 lbs.

CLAUSE 2. PURCHASE PRICE AND PAYMENT TERMS

Total Purchase Price:

US \$497,000 (Four Hundred Ninety-Seven Thousand U.S. Dollars)

2.1 Deposit

Upon execution of this Agreement, BUYER shall pay **US \$100,000 (One Hundred Thousand U.S. Dollars)** as the deposit.

2.2 Pre-Purchase Inspection

BUYER shall have **thirty (30) calendar days** from execution of this Agreement to conduct a pre-purchase inspection.

- If BUYER approves the Aircraft, the deposit shall be released and BUYER shall pay the remaining **US \$397,000 (Three Hundred Ninety-Seven Thousand U.S. Dollars)** on delivery, with delivery to occur in 2026 (on or before December 31, 2026).
- If BUYER rejects the Aircraft based on inspection results, this Agreement shall terminate and the deposit shall be **refunded in full**, less agreed inspection costs.

2.3 Failure to Close After Approval

If BUYER approves the Aircraft but fails to complete payment within thirty (30) days thereafter, SELLER may terminate this Agreement and the **deposit shall be forfeited** as liquidated damages.

CLAUSE 3. DELIVERY, INSPECTION, AND ACCEPTANCE

3.1 Delivery Location

Delivery shall occur in **Whiteville, North Carolina**, unless otherwise agreed in writing.

3.2 Acceptance

The Aircraft shall be deemed accepted upon the earliest of:

- (a) BUYER taking delivery;
- (b) BUYER completing payment and failing to reject in writing; or
- (c) expiration of the inspection period without written rejection.

3.3 Transportation and Insurance

All transportation, ferry, and insurance costs after delivery shall be the responsibility of BUYER.

CLAUSE 4. CONDITION OF AIRCRAFT

The Aircraft is sold **AS-IS, WHERE-IS**, except as expressly stated in Clause 5. BUYER acknowledges that operation of an experimental aircraft involves inherent risks.

CLAUSE 5. LIMITED WARRANTY

SELLER provides a **limited sixty (60) day warranty** from the date of delivery, covering defects in workmanship or installation performed by SELLER.

This warranty excludes:

- Normal wear and tear
- Improper operation or maintenance
- Unauthorized modifications
- Any component covered by separate manufacturer warranties

CLAUSE 6. BUYER OBLIGATIONS

BUYER shall:

- Make all payments when due
- Obtain insurance and training as required
- Register the Aircraft with the FAA in BUYER's name
- Operate the Aircraft in compliance with all FAA regulations

SELLER shall provide reasonable assistance with documentation.

CLAUSE 7. SELLER OBLIGATIONS

SELLER shall:

- Deliver the Aircraft as described
- Transfer possession upon full payment
- Provide available logs, records, and documentation
- Cooperate with FAA ownership transfer

CLAUSE 8. LIMITATION OF LIABILITY

SELLER shall not be liable for consequential, incidental, or punitive damages.
Total liability shall not exceed amounts paid under this Agreement.

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. DEFAULT

Failure to make payment within **fourteen (14) days** of a due date constitutes default.
SELLER may suspend delivery, terminate the Agreement, or retain the deposit as provided herein.

CLAUSE 11. FORCE MAJEURE

Neither Party shall be liable for delays caused by events beyond reasonable control.

CLAUSE 12. GOVERNING LAW, FORUM SELECTION, AND ARBITRATION

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

Any dispute shall be resolved by **binding arbitration administered by the American Arbitration Association (AAA)**, with the seat of arbitration in **North Dakota**, except for permitted court actions relating to enforcement or injunctive relief.

Venue for any permitted court action shall lie exclusively in **Burleigh County, North Dakota**, or the **U.S. District Court for the District of North Dakota**.

CLAUSE 13. ATTORNEY FEES

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

CLAUSE 14. ASSIGNMENT

This Agreement may be assigned **once**, with SELLER's written consent. Any assignee shall **not be entitled to a refund** of any deposit.

CLAUSE 15. ENTIRE AGREEMENT; NO RELIANCE

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

No modification shall be valid unless in writing and signed by both Parties.

CLAUSE 16. SURVIVAL

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

SIGNATURES:

BUYER: _____

_____ **Date** ____/____/____

Signature

SELLER: Veloce Planes LLC

_____ **Date** ____/____/____

Signature

APPENDIX A — INCLUDED EQUIPMENT & SPECIFICATIONS

The following equipment and features are included with the Aircraft at no additional charge (not optional upsells):

Equipment / Feature	Status
Avionics & Equipment — This Aircraft	
Dual Garmin G3X Touch displays	Included
Garmin GTN 650 GPS / NAV	Included
Two (2) com radios	Included
ADS-B In / Out transponder	Included
Electric air conditioning	Included
Useful load approximately 1,600 lbs	Included
Standard ANG Patriot Equipment — Included	
Full carbon-fiber airframe (metal only in landing gear, engine mount, hinges, screws)	Included
Latest-design NACA wing for maximum speed and low (49 ktas) stall	Included
Completely smooth surface, no visible rivets; corrosion-resistant composite	Included
4130 steel engine mount	Included
Retractable landing gear with trailing-link hydraulic shock absorbers and hydraulic pumping station	Included
Steerable nose wheel; ANG axles, wheels and powerful hydraulic disc brakes; dual brake toe pedals	Included
8" front and main wheels, 6-ply tires; cast ANG rims with Delitire tires	Included
Fuel capacity 65 gallons (246 liters); 2 electric fuel pumps; locking vented fuel caps	Included
Flybox prop controller; constant-speed ANG variable-pitch propeller with composite spinner	Included
Large electrically operated slotted flaps for low (49 ktas) stall	Included
Full dual controls — sticks, pedals, middle throttle and toe brakes; bell-crank and pushrod system	Included
All control surfaces on ball bearings; balanced flight control surfaces; electric elevator trim	Included
50" front / 52" rear wide cockpit (wider than Cirrus); fixed windscreen and lockable gullwing doors	Included
Electric seat adjustment (pilot and co-pilot); rear seat 40/20/40 split with room for three in back	Included
Seats and interior components ready for leather; removable doors by hand from inside	Included
Luggage compartment 68.4" x 33.6"	Included
Cabin heating and ventilation; direct cool air into composite airbox; oil cooler, radiator and inline thermostat	Included
Fiberglass instrument panel with carbon-fiber inlay; circuit breakers in panel	Included
Li-Ion Phosphate high-power battery; modern push-button start system	Included
RAC stick grips with PTT and elevator-trim buttons (both seats)	Included
Cast aluminium pitot tube with angle of attack; stainless steel exhaust	Included
LED landing/taxi lights in both wings; triple LED nav/strobe lights on wingtips and tail	Included
Composite wingtips, wing and tail fairings, and nose fairing	Included
Inspection hatches at all junctions and inspection points	Included
Galaxy GRS 6 800-990 SDS 175 m ² ballistic parachute rescue system — installed	Included

Registered with flight authorization; test flown, trimmed and instruments calibrated	Included
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