

Purchase Order for DeltaHawk Engines Freedom to Fly ... Faster Kit

Date: _____ Buyer Name (Type or Print): _____

Address for Communications:	Ship To Address (If Different):

Buyer E-Mail: _____ Buyer Phone: _____

Buyer Signature: Buyer Signature Required on Page 4

Specifications of Purchase:

Price & Show Special	Current standard price of Fastbuild Firewall Kit (including up to 200 hp DeltaHawk Engine) as described on the installation Kit flyer (FWK 101509) is \$62,500*. * Additional price for all-inclusive Cirrus STC will be applied when the STC is complete.
Aircraft / Kit Type	<input type="checkbox"/> Velocity: <input type="checkbox"/> SE <input type="checkbox"/> RG <input type="checkbox"/> XL (available beginning in October) <input type="checkbox"/> Cozy: <input type="checkbox"/> MK4 <input type="checkbox"/> Other: _____ (available beginning November) <input type="checkbox"/> Van's: <input type="checkbox"/> RV7 <input type="checkbox"/> RV7-A <input type="checkbox"/> RV10 (available beginning January 2010) <input type="checkbox"/> Lancair Legacy (available beginning January 2010) <input type="checkbox"/> Lancair ES (available July 2010) <input type="checkbox"/> Zenith 801 (available beginning January 2010) <input type="checkbox"/> Cirrus STC: <input type="checkbox"/> SR20 <input type="checkbox"/> SR22 (available 3 rd Quarter 2010)
Detailed Description	The Kit includes the included ("Inc.") items on the referenced flyer. For Experimental aircraft, the Buyer is responsible to purchase as options*, provide, or develop, with specifications provided by DeltaHawk, systems unique to the Buyer's installation. Such items include but are not limited to: propeller (of a make/model approved by DeltaHawk), cowling and turbocharger overboard exhaust pipe. * Purchase of optional items listed on the flyer will be handled separately.
Anticipated Optional Items	<input type="checkbox"/> Propeller Governor <input type="checkbox"/> Propeller <input type="checkbox"/> Vacuum Pump <input type="checkbox"/> Cowling + Turbocharger Overboard Exhaust Pipe <input type="checkbox"/> Real Time Oil Monitoring System
Payment Schedule	A nonrefundable US\$12,000 Deposit per Kit is required with this Purchase Order. An additional nonrefundable \$10,000 U.S. payment is due upon shipment of the Fastbuild Firewall Kit, and the remainder due plus a shipping & crating charge upon notification by DeltaHawk that the engine is ready to ship. The Engine will ship upon receipt of the final payment.
Delivery Schedule & Cancellation	Within 30 days following receipt of payment, DeltaHawk will provide Buyer with a Notice of Assigned Shipment. DeltaHawk will not be held liable for any delay in making delivery for any cause whatsoever. However, if DeltaHawk should fail to ship the Kit or the Engine within 6 (six) months after Buyer's Assigned Shipment schedule, Buyer shall have the right to cancel the Order and demand a return of all payments minus a \$500 nonrefundable cancellation fee.
Terms	This Purchase Order and its Engine Purchase Terms and Conditions comprise the entire agreement pertaining to this purchase.

Purchase Order Accepted for DeltaHawk Engines, Inc.:

By: _____ Title: _____

Date: _____

Payment: _____ Date Received, by: _____ Check _____ Credit Card _____ Wire Transfer

OR: _____ Payment to Follow, by: _____ Check _____ Credit Card _____ Wire Transfer

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NOTICE OF ASSIGNED SHIPMENT
(To be completed by DeltaHawk within 30 days of Deposit payment.)

CONFIRMATIONS:

Buyer Name: _____

Order Received: Date _____ **Time:** _____

Aircraft Type: _____ **Engine Model:** _____

DELIVERY SCHEDULE:

Assigned Fastbuild Firewall Kit shipment (with mockup engine): _____

Expect engine shipment 6 months after Kit shipment: _____

MODIFICATIONS TO PURCHASE ORDER PAGE #1:

Change in Price for Additions or Modifications: _____

Explanation:

Shipment Assigned on Behalf of DeltaHawk Engines, Inc.:

By: _____ **Title:** _____

Date: _____

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Purchase Terms and Conditions – DeltaHawk Engines, Inc.

- 1. Extra Costs.** Packing (inclusive of cases) and extra costs for any changes to the standard product of DeltaHawk Engines, Inc (“DeltaHawk”) will be charged to Buyer. In the event of delays in providing the goods and services pursuant to this Agreement by reason of delays occasioned by Buyer, the purchase price shall be increased to cover any extra expense incurred by DeltaHawk.
- 2. Taxes and Authorizations.** Buyer shall be responsible for all sales, use or other similar taxes imposed on this transaction pursuant to this Agreement, whether or not included in DeltaHawk’s invoice. If Buyer fails to timely submit resale exemption information or if Buyer’s resale exemption is rejected by a taxing authority, Buyer shall pay any tax due as a result. Buyer is solely responsible for the timely procurement of any necessary government authorizations, including, without limitation, export or import licenses and exchange permits. If DeltaHawk applies for any such authorization, it does so as a convenience for Buyer and DeltaHawk shall have no responsibility for any errors therein or failure to pursue or obtain an authorization. Buyer will comply with any applicable export control law and regulations.
- 3. Delivery.** Delivery shall be made F.O.B. DeltaHawk’s manufacturing facility. The Kit and Engine (Product/Products) shall be placed in suitably protected containers the nature of which shall be determined by DeltaHawk. Buyer shall inspect each Product shipment and accept or reject the shipped as nonconforming in writing within 5 business days after receipt. Buyer’s failure to timely reject the Products as nonconforming shall be deemed an acceptance. In addition to other such duties as the law may impose, Buyer agrees on rejection to comply with all reasonable instructions of DeltaHawk. Buyer may return the goods only with DeltaHawk’s prior written consent. If Buyer returns any goods, Buyer shall pay return shipping.
- 4. Schedules.** DeltaHawk will not be held liable for any delay in making delivery for any cause whatsoever. However, if DeltaHawk should fail to make shipment of the Product within 6 (six) months after the Assigned Shipment schedule of this Agreement (as shown on the Buyer’s Notification of Assigned Shipment), Buyer shall have the right to demand return of the total payments made minus a \$500 cancellation fee and forfeit delivery of the Products (canceling the order). The Assigned Shipment schedule of this Agreement may be modified in writing by mutual agreement of DeltaHawk and Buyer for purposes of either party.
- 5. Refunds of Payments Made.** (a) Refunds will be made in full for Products returned as rightfully rejected upon receipt as described in Paragraph 3 or upon request due to a six month delay after the Assigned Shipment as described in Paragraph 4. (b) No refunds will be made for returned components which have been damaged, or modified or specialized for Buyer’s application.
- 6. Maintenance & Support.** Under separate agreement with the factory or through Dealer/Distributor/Service Center arrangements generally available, DeltaHawk shall establish the price and terms of maintenance and support, or for training of Buyer’s maintenance personnel (if applicable), for goods delivered to Buyer.
- 7. Warranty.** DeltaHawk warrants that the Engines will conform to the following design specifications upon Delivery:
 - JP-5, JP-8, Jet A, Jet A-1, No. 1-D or No. 2-D fuel
 - horsepower (at sea level) as specified by modelDeltaHawk further warrants that the components manufactured by DeltaHawk will be free from defects in material and workmanship for one year from the date of delivery or for 500 hours of operation, whichever comes first. Buyer’s sole remedy with respect to any Engine that is not in conformity with the terms of this Agreement shall be a replacement of the nonconforming component, or at DeltaHawk’s discretion replacement of the entire engine, following notification in writing by Buyer. Such notification by Buyer shall clearly state the nature and details of the defect. DeltaHawk reserves the right to require return of the defective component, at DeltaHawk’s expense. Replacement components shall be provided without charge to Buyer, F.O.B. DeltaHawk’s manufacturing facility. Buyer’s failure to comply with DeltaHawk’s maintenance requirements may void warranty on the Engine and/or its accessories.
- 8. DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES.** The above warranties do not include normal wear and tear, or damages caused by Buyer’s negligence, or repairs made by the Buyer or third parties unauthorized by DeltaHawk. Buyer accepts all risk and responsibility for determining the manner in which the Engines shall be used in Buyer’s products. DeltaHawk makes no warranties or representations and assumes no responsibility for the performance of any product designed or utilized by Buyer in which such Engines are contained. DELTAHAWK EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DELTAHAWK’S SOLE LIABILITY AND OBLIGATION SHALL BE TO PERFORM IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.
- 9. LIMITATION OF LIABILITY.** DELTAHAWK SHALL NOT BE RESPONSIBLE FOR LOSSES BASED ON DOWNTIME, OVERHEAD, ANY LOSS BASED ON CORROSION OR EROSION, THE NEGLIGENCE OF BUYER, OF ANY OF THEIR EMPLOYEES OR AGENTS, PROPERTY DAMAGE, LOST PRODUCTION OR PROFITS OR FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND ARISING FROM THE DELIVERY, SALE, USE, MAINTENANCE, PROCESSING, OR OPERATION OF THE GOODS SOLD OR SERVICES RENDERED HEREUNDER. THE TOTAL LIABILITY OF ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT, OR USE OF ANY GOODS SOLD OR SERVICES RENDERED HEREUNDER WILL NOT EXCEED THE PRICE ALLOCABLE TO THE GOODS, SERVICES OR ANY PART THEREOF WHICH GIVES RISE TO THE CLAIM.
- 10. Modifications and Safety.** DeltaHawk shall have no liability for any goods altered or modified by the Buyer or any third party. Buyer shall not utilize any goods hereunder in any application without proper engineering and evaluation. Buyer acknowledges that DeltaHawk maintains a technical staff to assist Buyer in this regard.

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Engine Purchase Terms and Conditions – DeltaHawk Engines, Inc, continued

11. Publications. DeltaHawk makes every effort to assure the accuracy of published data, but its catalogues, website, circulars and similar pamphlets (“Publications”) are issued for general information purposes only and do not constitute a part of this Agreement. All such Publications shall remain DeltaHawk’s property.

12. DeltaHawk’s Intellectual Property. For purposes of this Agreement, the term “DeltaHawk’s Intellectual Property” shall mean all proprietary legal rights owned or controlled by DeltaHawk with respect to the manufacturing of the Engine, including all trade secrets, all information relating in any way to DeltaHawk’s design, DeltaHawk’s manufacturing methods, DeltaHawk’s manufacturing techniques and any patents (including inventor’s certificates) and applications therefore throughout the world, and any continuations, divisions, and reissues thereof or therefor. Notwithstanding any other provision of this Agreement, all of DeltaHawk’s Intellectual Property shall be owned by DeltaHawk and nothing in this Agreement shall be construed as granting the Buyer any interest in DeltaHawk’s Intellectual Property.

13. Statue of Limitation and Arbitration. Any claim arising out of, in connection with, or in relation to this Agreement or its interpretation, performance or nonperformance, or any breach thereof must be commenced within two (2) years after delivery of the goods sold hereunder and shall be determined by arbitration conducted in Milwaukee, WI, in accordance with the then existing Commercial Rules of the American Arbitration Association and judgment upon any award, which may include an award of damages, may be entered by the highest state or federal court having jurisdiction.

14. Assignment and Performance. This Agreement is personal in nature and the rights hereunder cannot be assigned by Buyer, nor can the performance of the duties be delegated by Buyer without DeltaHawk’s prior written consent. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, successors, and permitted assigns of the parties hereto.

15. Complete Agreement. These Terms and Conditions and the Purchase Order for DeltaHawk Engines Freedom to Fly ... Faster Kit signed by Buyer and accepted by DeltaHawk Engines Inc (“the Purchase Order”) represent a complete and exclusive agreement between the parties and may not be modified or supplemented by any oral representation, any documents exchanged between the parties other than these Terms and Conditions and the Purchase Order, or any course of dealing. All prior agreements are superseded hereby and no amendment or modification of this Agreement shall be effective unless it is in writing and signed by all parties.

16. Miscellaneous. (a) This Agreement is intended to be performed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provisions of this Agreement, or the application thereof to any person or circumstances, is for any reason or extent invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other persons or circumstances shall not be affected thereby, but rather is to be enforced to the greatest extent permitted by law. (b) The captions used in this Agreement are for convenience only and are not to be construed in interpreting this Agreement.

17. Notices. Any notice, request, demand and other communication required or permitted to be given under this Agreement or any instrument contemplated hereby shall be in writing and shall be deemed to have been sufficiently given if in writing and if personally delivered or mailed by United States certified mail, first class or air mail, postage prepaid, return receipt requested, to the last known address of the respective parties and shall be deemed given on the earlier of actual receipt (as evidenced by return receipt if mailed) or the date 7 days after mailing. Any party hereto may change its address for such notices by giving notice of such change pursuant to this paragraph.

Buyer Name (Type or Print): _____

Buyer Signature: _____

Date: _____