

Purchase & Sales Agreement

– hereinafter referred to as the "Agreement" –

between

ScaleWings Aircraft GmbH

Zainach 19 · D - 84307 Eggenfelden, Germany

– hereinafter referred to as the "Company" –

and

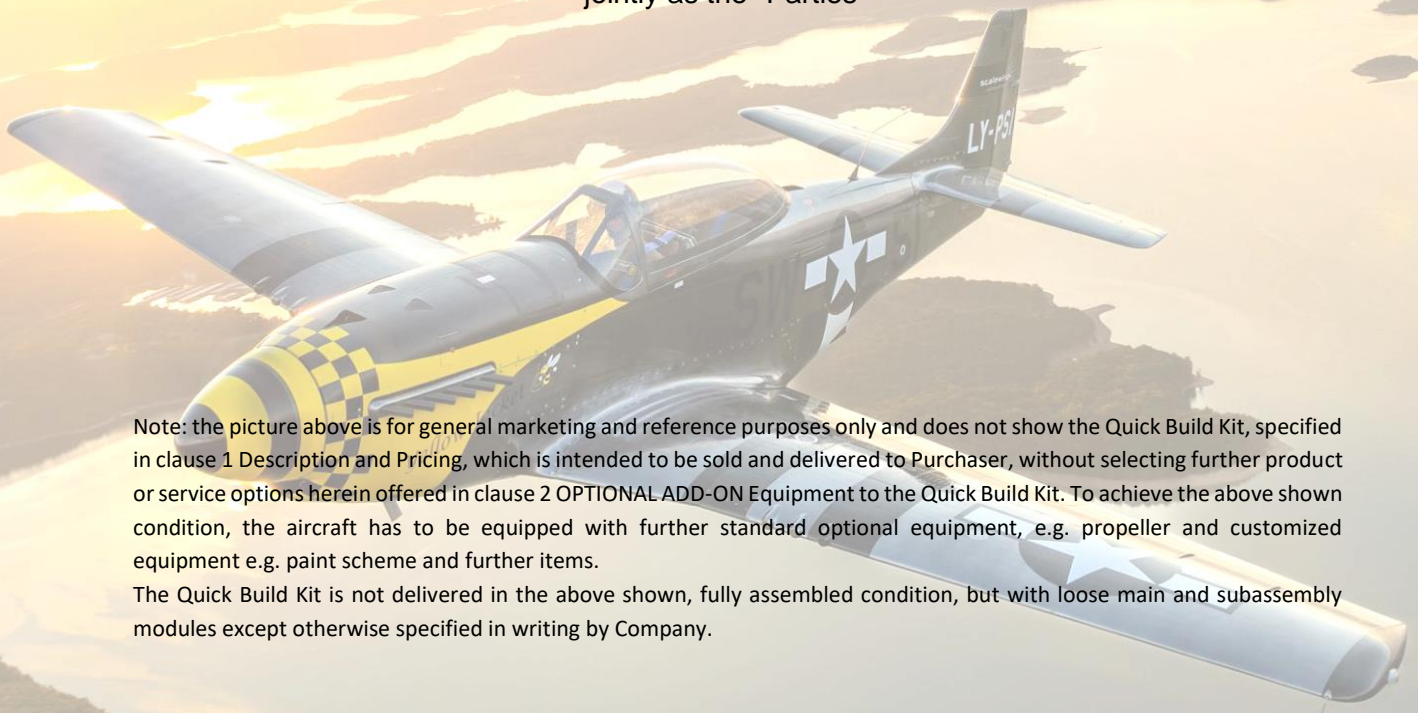
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– hereinafter referred to as the "Purchaser" –

– The Company and the Purchaser hereinafter also referred to individually as the "Party" and jointly as the "Parties" –

Note: the picture above is for general marketing and reference purposes only and does not show the Quick Build Kit, specified in clause 1 Description and Pricing, which is intended to be sold and delivered to Purchaser, without selecting further product or service options herein offered in clause 2 OPTIONAL ADD-ON Equipment to the Quick Build Kit. To achieve the above shown condition, the aircraft has to be equipped with further standard optional equipment, e.g. propeller and customized equipment e.g. paint scheme and further items.

The Quick Build Kit is not delivered in the above shown, fully assembled condition, but with loose main and subassembly modules except otherwise specified in writing by Company.



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Dear Purchaser

thank you for your request to purchase one ScaleWings SW-51 Mustang Kit – and or further product or services.

The SW-51 Mustang Kit comprises several major assembly, sub-assembly and single parts as well standard parts for further assembly purposes by Purchaser.

A detailed packing list can be found in the following information below.

The SW-51 Mustang Kit, manufactured by ScaleWings AeroPro Sp. z o.o. – Poland, comprises state of the art composite materials, mainly carbon fiber in the airframe and high-quality metal parts, e.g. the landing gear.

The aircraft was designed and tested by ScaleWings according to the latest safety standards and design principles to be completed in the Experimental Aircraft or Special Category. The aircraft is not certified in compliance with any “regular” aircraft certification specifications.


To achieve an experimental aircraft or any other aircraft special airworthiness certificate, useful to legally participate and enter national or international regulated airspace is in the full and only responsibility of Purchaser.

Company and or other ScaleWings Aircraft entities does not take any liability or responsibility in case Purchaser fail to achieve the desired airworthiness certificate by Purchaser or any other permission related to the sold product.

Please find below our purchase & sales contract product and terms and conditions also via Annex 1.

Sincerely,

ScaleWings Aircraft

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1. SW-51 QUICK BUILD KIT

List Price

235,000 USD




Figure 1 Indicative Packing List for the SW-51 Mustang Quick Build Kit (for reference purposes only)

The SW-51 quick build kit comprises all essentials, mainly the composite made airframe parts e.g. fuselage, wing, empennage, but also system elements e.g. landing gear, standard brake system, flight control rods, fuel system parts, brackets, screws and standard parts. The composite parts are pre painted with a light grey primer. All available building guidelines will be provided digitally. A detailed list of the SW-51 quick build kit included parts you can find below.

Note: The Total Net Price SW-51 Quick Build Kit does not include any import, sales or other taxes and fees, which might have to be paid with the acquisition and import of the product by Purchaser. The determination and payment of applicable taxes or fees are in the sole responsibility of Purchaser.


Note: The following pictures are for indicative purposes only, and may does not show the actual equipment or installation, which is offered within this agreement.

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SW-51 QUICK BUILD KIT – Part List

2025 Model SW-51 Mustang / Two-seater

<p>✓ Fuselage</p> <ul style="list-style-type: none"> ○ Fuselage (complete laminated part) ○ Belly scoop (air inlet under the fuselage for water cooler) ○ Fuselage to center wing fairings ○ Fuselage to horizontal stabilizer fairings ○ Engine cowlings ○ Quick connection screw set ○ Merlin exhaust pipes imitations ○ Front seat structure ○ Rear seat structure ○ Seat connectors 	<p>✓ Center Wing:</p> <ul style="list-style-type: none"> ○ Center wing (complete laminated part) ○ Flap with flap drive ○ Seatbelt attachments ○ Center wing to fuselage connectors ○ Center wing end ribs plates ○ Fuel tanks (inner wing tanks, 50 l each (13.2 gal each))
<p>✓ Outer wings:</p> <ul style="list-style-type: none"> ○ Outer wings (complete laminated wings) ○ Outer wing- center wing main pivot (middle connection) ○ Wing locking mechanism ○ Outer wings end ribs plates ○ Slotted flap 	<p>✓ Stabilizer:</p> <ul style="list-style-type: none"> ○ Horizontal stabilizer (complete laminated part) ○ Front connectors ○ Rear connectors <p>✓ Horizontal stabilizer end cups</p> <ul style="list-style-type: none"> ○ End cups screw set
<p>✓ Control surfaces:</p> <ul style="list-style-type: none"> ○ Ailerons (L+R) (complete laminated parts) ○ Balance mass (balance requirement is provided) ○ Aileron hinges set ○ Aileron – steering mechanism set (pushrods and levers) ○ Flaps (Inner L+R, Outer L+R) (complete laminated parts) ○ Flaps hinges set ○ Flap drive (torsion pipe mechanically connecting left and right side) ○ Flap drive actuator set ○ Elevator L+R (complete laminated parts) ○ Balance mass (balance requirement provided) ○ Elevator hinges set ○ Elevator – steering mechanism set (pushrods and levers) ○ Rudder (complete laminated part) 	<p>✓ Power quadrant set (front and rear, for Rotax & MT Propeller combination only; other engine or propeller equipment may require adjustments by Purchaser)</p> <p>✓ INFINITY Military style control stick (front and back)</p> <p>✓ Landing gear:</p> <ul style="list-style-type: none"> ○ Main Landing gear legs with brackets ○ Optional: BERINGER wheel and breaks set (pending on optional equipment selection by Purchaser) ○ Gas springs ○ Main landing gear retracting mechanism set ○ Main Landing gear doors ○ Hinges set ○ Main Landing gear doors drive mechanism set ○ Main Landing gear „small” doors (outer landing gear side) ○ Hinges + pushrod set


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<ul style="list-style-type: none"> ○ Balance mass (anyway we provide balance requirement) ○ Rudder hinges set ○ Control mechanism: ○ Steering mechanism ○ Rudder Pedals (front and rear) ○ Rudder pedal connection bolts <p>✓ Fuel System: (for Rotax 916iS only)</p> <ul style="list-style-type: none"> ○ Fuel tank cap set ○ Fuel sensor set <p>✓ Electrical Trim</p> <ul style="list-style-type: none"> ○ Trim Servo & Rod for Elevator ○ Trim Servo & Rod for Rudder ○ Trim Indication (front) <p>✓ Instrument Panel with following parts:</p> <ul style="list-style-type: none"> ○ Flap Controller ○ Landing Gear Controller ○ Lever & Knobs for basic equipment (non optional equipment) ○ Circuit Breaker Panel ○ Headset Panel (front and back) 	<ul style="list-style-type: none"> ○ Tail landing gear (wheel frame + wheel fork + hinges) ○ Locking mechanism (to lock/unlock with pedals) ○ Wheel (anti-shimmy) ○ Shock absorber ○ Tail landing gear retracting mechanism ○ Emergency extension set <p>✓ Canopy:</p> <ul style="list-style-type: none"> ○ Canopy Plexiglas (standard transparent) ○ Canopy frame (with hinges and mechanism) <p>✓ Interior:</p> <ul style="list-style-type: none"> ○ Leather Upholstery (back & front) ○ 5 point seat belt (back & front) ○ Glareshield ○ Air Ventilation (cold air) ○ Center console ○ Instrument panel (only panel without any instruments and equipment) <p>✓ Exterior Light:</p> <ul style="list-style-type: none"> ○ NAV & Strobe Light (outer wing) <p>✓ Firewall forward:</p> <ul style="list-style-type: none"> ○ Firewall (plywood + metal sheet)
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All composite parts are already pre-assembled and trimmed in the factory to minimize the actual home building time. This pre drilling & trimming include:

- ✓ Outer wings:
 - Predrilling of outer wings to center wing (positioned one to each other)
- ✓ Stabilizer:
 - Predrilling
- ✓ Horizontal stabilizer end cups
 - Predrilling of end cups to stabilizer
- ✓ Control surfaces:
 - Ailerons hinges predrilling (already positioned/fitted)
 - Predrilling of aileron mechanic set (already positioned/fitted)
 - Flaps hinges predrilling (already positioned/fitted)
 - Elevator hinges predrilling (already positioned/fitted)
 - Predrilling of elevator mechanism set (already positioned/fitted)
 - Rudder hinges predrilling (so they are already positioned/fitted)

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2. SW-51 Packages


POWER Package		Selected <input type="checkbox"/>
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Package List Price

68,000 USD

*mandatory with "ready to fly option" §3.1

1.1 Engine & Auxiliaries Rotax 916iS 3A engine base price (non-certified), incl. <ul style="list-style-type: none"> • ScaleWings SW-51 engine mount • Starter Contactor • Fuel pump • Fuel filter (MANN WK42/2) • Oil cooler (Rotax 886004) • Liquid cooler (Rotax 997086) • Oil tank (Rotax) Price: 48,000 USD	
1.2 Propeller & Spinner & Auxiliaries MT-Propeller 4-blade MTV-36-1-A/180-201 incl. <ul style="list-style-type: none"> • Spinner for MTV-36-1-A (by ScaleWings) • Constant Speed Governor (P-854-77) Price: 13,700 USD	
1.3 Fuel Lines & Auxiliaries (Rotax 916is) Fuel piping & auxiliaries incl. <ul style="list-style-type: none"> • Fuel Selector Switch • Fuel lines & ventilation with fitting • Valves Price: 4,500 USD	
1.4 Engine Control Panel (front) The engine control panel for the installation in the cockpit, with knobs and LED lights Price: 1,800 USD	



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AVIONIC Package GOLD		Selected <input type="checkbox"/>
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Package List Price


30,500 USD

Front cockpit panel

1.5 Garmin G3X Touch 10" Including 10" Monitor, PFD / MFD, including modules EMU, GPS, AHRS, backup battery submodules, antennas and installation kit f(non-certified version) Price: 14,900 USD	
1.6 Garmin G5 Backup Instrument G5 Backup Instrument in the front panel, incl. backup battery and installation kit (non-certified version) Price: 4,800 USD	

Rear cockpit panel



1.7 Garmin G3X Touch 7" 7" "landscape" display, shared functionality with front device, incl. backup battery & installation kit (non-certified version) Price: 10,800 USD	
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AVIONIC Package SILVER		Selected <input type="checkbox"/>
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List Price

26,400 USD

Front cockpit panel	
1.8 Garmin G3X Touch 7" Including 7" Monitor, PFD / MFD, includes modules EMU, GPS, backup battery required submodules, antennas and installation kit (non-certified version) Price: 11,900 USD	
1.9 Garmin G5 Backup Instrument G5 Backup Instrument in the front panel, incl. backup battery and installation kit (non-certified version) Price: 4,800 USD	
1.10 Add On „Classical Backup Instrumentation" one classical compass, speed indicator, altimeter, variometer, turn and skid indicator Price: 4,900 USD	

Rear cockpit panel	
1.11 Garmin G5 G5 Instrument in the rear panel, incl. backup battery and installation kit (non-certified version) Price: 4,800 USD	



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COMMUNICATION Package		Selected <input type="checkbox"/>
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Package List Price

5,700 USD

*mandatory with "ready to fly option" §3.1


<p>1.12 Radio & Transponder (installed at front panel)</p> <ul style="list-style-type: none"> One Radio & Antenna (Trig TY91) <ul style="list-style-type: none"> Com Intercom <p>Price: 2,800 USD</p> <ul style="list-style-type: none"> One Transponder & Antenna (Trig TT22) <ul style="list-style-type: none"> Mode S ADS-B Out <p>Price: 2,900 USD</p>	 
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INTERIOR Package		Selected <input type="checkbox"/>
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List Price


2,100 USD


<p>1.13 Baggage Compartment (rear)</p> <p>Conversion of rear fuselage into a useful baggage compartment in between the rear seat and the next fuselage frame & Document pouches.</p> <ul style="list-style-type: none"> • Partition Wall at rear frame • Collapsible back rest of rear seat • 4 Attachment Lugs in the baggage compartment • Carpet on ground floor and side wall of baggage compartment area 	
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Separate Interior Option - Cabin Heating

Package List Price

3,200 USD




<p>1.14 Cockpit Heating</p> <p>Heating system for the cockpit, powered by a heat exchanger, which is connected to the water cooler</p>		Selected <input type="checkbox"/>
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SYSTEMS Package		Selected <input type="checkbox"/>
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Package List Price


6,500 USD


Exterior Lighting	
1.15 Landing & Taxi Lights Two landing and one taxi LED light pre- installed in the wing Price: 3,900 USD	
Pitot System	
1.16 Pitot Tube (heatable) with AOA Heated Pitot Tube consisting of AOA indicating sensor (can be integrated f.e. into Garmin G3X); including circuit breaker power wiring & switch Price: 1,800 USD	
1.17 Alternate Static Port Alternate static source to take static pressure from inside the cockpit in case of a malfunction of the primary system, incl. hoses and switch Price: 800 USD	

Separate System Option

List Price

7,400 USD


1.18 Auxillary Fuel Tanks Auxillary fuel tanks, which can be installed in each outer wing, with a total (additional) fuel capacity of approx. 90 liters (23USG)		Selected <input type="checkbox"/>
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Separate System Option

List Price


5,800 USD

1.19 Auto Pilot (2 – axis) <u>only available with Avionic Package “Gold” or “Silver”</u> the autopilot comprise of automatic flight functionality using the aileron and elevator		Selected <input type="checkbox"/>
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Separate System Option

List Price


2,200 USD


1.20 Taxi Camera (fwd looking) <u>only available with Avionic Package “Gold” or “Silver”</u> A taxi camera with installation provisions to enhance taxiing on the ground, as well as parking (can also be used during flights)		Selected <input type="checkbox"/>
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Separate System Option – Brake System

List Price

5,500 USD

1.21 Beringer Break and Wheel Set Beringer main landing gear, brake & park brake and hoses with attachment, special anodization black colored rims and suitable tyres. The differential braking is operated by pedal brakes at the front only.		Selected <input type="checkbox"/>
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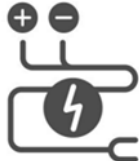
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Separate System Option – Electrical Harnesses


List Price

7,800 USD

*mandatory with “ready to fly option” §3.1

<p>1.22 Electrical Wiring & Harnesses</p> <p>Electrical Harnesses for all essential functions of the aircraft, including engine wiring (Rotax 916is), battery, landing gear, flap system, circuit breakers (for essentials)</p>		<p>Selected</p> <p><input type="checkbox"/></p>
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EMERGENCY Package		Selected <input type="checkbox"/>
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List Price

15,800 USD

*mandatory with "ready to fly option" §3.1


1.23 Ballistic Rescue System GRS Galaxy GRS 6/800 – 990 Incl. Installation Kit <u>Max. deployment speed 380 km/h (205 kts)</u> Price: 13,900 USD	
1.24 406 MHZ ELT & Antenna ACK 406/121.5 MHZ E-04 ELT FAA TSO Price: 1,900 USD	

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3. SW-51 Build Assist Services (Poland)

The stated prices of the additional equipment are subject to price changes according to clause 9 & 10 of the agreement

"BUILD YOUR LEGEND"		
1. ScaleWings – Ready to Fly Aircraft with FAA "Build Your Legend" Build Assist Program in Krosno, Poland. Completion of 51% Major Portion rule for the Experimental Amateur Build (E-AB) category including structural load testing and documentation	USD 105,000	<input type="checkbox"/>
Paint Scheme		
2. SW-51 LEGEND Painting Fully customized "polished Aluminium" look paint scheme <i>*mandatory with "ready to fly option" §3.1</i>	USD 35,000	<input type="checkbox"/>
Paint Scheme		
3. Structural airframe testing & reporting Static testing of airframe to verify flight loads (limit loads) with corresponding report service included in 4.1, but not in Kit)	USD 8,000	<input type="checkbox"/>

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Price Summary:

SW-51 KIT	USD 235,000
Optional Add-on Equipment and or Services	USD XXX,XXX

TOTAL PRICE	USD XXX,XXX
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Shipment Cost:

Not included, to be quoted separately and paid at the time of shipment.

Preliminary Serial No. SW-51:	SN OXX
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In case the Service according to clause 3 Optional Services is selected by the Purchaser, the Serial Number of Aircraft will remain the same.

Anticipated Delivery Quarter SW-51 KIT	XX XXXX
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Anticipated Delivery Quarter for SW-51 KIT according to clause 1 SW-51 KIT only.

Anticipated Delivery Quarter means herein the Delivery of SW-51 KIT EXW Krosno, Poland and does not include any shipment time to Destination.

In case services according to clause 3 are ordered, the anticipated delivery quarter of services equals the anticipated delivery quarter of the SW-51 KIT. The anticipated delivery quarter is preliminary and may vary by one to two quarters, upon written confirmation by mail or email of Company.


Anticipated Delivery Quarter for further Equipment according to clause 2 Optional Equipment

Anticipated Delivery Quarter ADD-ONS	XX XXXX
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Anticipated Delivery Quarter means herein the Delivery of Equipment EXW Krosno, Poland and does not include any shipment time to Destination. The anticipated delivery quarter is preliminary and may vary by one to two quarters, upon written confirmation by mail or email of Company.

Note:

KIT = QUICK BUILD KIT

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4 General Terms and Conditions

The with this contract applicable general terms and conditions, can be found in Annex 1 to this agreement and at www.scalewings.com

5 Incoterms and related delivery conditions

Quoted prices are based on the EXW Krosno, Poland Incoterm 2020 and do not include expendable, non-returnable packaging suitable for transport from Krosno to DESTINATION.

Parts are free of liens at the delivery point under the EXW Incoterm. Prices exclude VAT, taxes, duties and other fees levied by the Applicable Authorities at destination or during transit.

Transfer of Title: TTUP (Transfer of Title upon payment in full to Company in accordance to quoted payment terms).

6 Payment terms

First payment: 25% - at order placement

Second payment: 25% - at production start notification

Fourth payment: 25% - 8 weeks prior to delivery notification

Final payment: 25% - at shipment notification

7 Warranty

From the time of delivery plus 14 days, 1.000 hours of operation or 1 calendar year, whichever occurs first. Operational hours need to be properly tracked and on request proven to the Company. Properly tracked in that means can be a correctly filled aircraft logbook proving the operational hours. Operational hours are herein defined as “block hours”, which start by the time of engine run up and end with engine shutoff.

Company warrants that all products sold through the present agreement shall be free from defects in material and workmanship under normal use and circumstances.

Warranty of Company products which are the subject of this agreement shall become null and void if products are used outside of their specified applications envelope.


Warranty for items specified in clause 2 within this agreement are subject to the current product OEM or nominated Distributor and may vary in time or cycles. The Warranty period for any equipment, specified in clause clause 2 becomes effective with the Delivery EXW Krosno facilities.

Wear & Tear items such as brake pad, brake disc, fluids, hoses, tires etc. are excluded from any warranty or guarantee once used.

8 Obsolescence & Product change

Despite ScaleWings Aircraft’s best efforts, component obsolescence may occur. To avoid component obsolescence issues, ScaleWings Aircraft reserves the right to change the product definition by:

- Re-designing the current products
- Offering a new generation
- Other means yet to be determined

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If such events should occur, ScaleWings Aircraft will engage into discussions with the Purchaser to address the funding and the benefits of the different alternatives. At a minimum, the parties will aim at reaching an equitable sharing agreement of the above.

9 Exchange rate

The price level agreed in the contract is based on a conversion rate from US Dollars to Euros at the rate of 1:1, i.e. one US Dollar equals one Euro (1 US Dollar = 1 Euro). In the event of significant currency fluctuations, such as a change in the exchange rate of more than 10%, the company reserves the right to adjust the net purchase price in full and in favor of the company, with the consent of the Purchaser. In the event that the Purchaser does not agree to this price adjustment, the Company may withdraw from the contract immediately and with full effect, resulting in a full refund of the total amount of payments that affected by the Purchaser up until that point.

In this case, the Purchaser waives any claims and demands against the company.

10 Price escalation of supply chain

Company reserves the right to adjust the price level of any Add-On equipment (e.g. the Rotax engine, Garmin avionics, etc.) in the event of an increase in the prices of Vendors for Optional Add-On equipment. For this purpose, the Purchaser may request proof in the form of submission of the respective Vendor's invoices to which the price increases refer. The Company may pass on any price increase of these Add-On items (not the Quick Build Kit itself) to the Purchaser, even after conclusion of the agreement until delivery notification. In case the price increase exceeds 10% of the total net purchase price of the Add-On items, both the Purchaser and the Company can withdraw from the sale within 2 weeks after the announcement of this price change by the Company. In this case, the Purchaser waives any claims and demands against the company, while Company is obliged to return all affected payments by the Purchaser to the Purchaser.

11 Past dues and delayed collection


Any goods remaining uncollected after 30 days from the scheduled delivery date shall be subjected to a daily penalty plus handling fees.

CAUTION: Risk of forfeiting in case goods uncollected beyond their prescribed shelf life.

12 Governing law and incorporated documents

This commercial proposal shall be governed by the laws of the Federal Republic of Germany under the exclusive jurisdiction of the courts in Munich, State of Bavaria, Germany, without regard to principles of conflicts of laws and without regard to the UN Convention on the sale of Goods.

Our General terms and conditions apply. All appendixes and attachments submitted together with this offer shall be considered as incorporated into the offer itself and therefore integral part of the same.

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13 Assignment prohibition

Claims arising from and in connection with this Agreement may not be assigned by the Purchaser without the prior written consent (approval) of the Company. The Company may only refuse this consent for a material reason.

14 Confidentiality and disclosure of information

All information in this document is considered as confidential and the sole property of Company and must not be disclosed to any third party without the prior written authorization of Company.

15 Formalities

Amendments or supplements to this Agreement - including the amendment or cancellation of this clause itself - must be made in writing to be effective. The written form shall also be deemed to have been complied with if the document signed in person is not submitted in the original, but only a copy that fully corresponds to the original is sent by fax or electronically (e.g. scanned as an e-mail attachment); in all other respects, the facilitations under Section 127 para 2 BGB, in particular any other form of transmission by telecommunication, as well as electronic form, are expressly excluded.

16 Costs and expenses

Unless expressly agreed otherwise in this Agreement, each Party shall bear its own costs and expenses already incurred and to be incurred by it for the negotiation, conclusion and performance of this Agreement. This shall not apply to such costs and expenses which a Party will incur in the future as a result of or due to the breach of this Agreement by the other Party.


17 Good Faith

The Purchaser is obliged to protect the interests of Company and not to endanger the reputation, the market position or the creditworthiness of Company.

The Parties will uphold the terms of this Agreement and deal honestly with each other. If, for any reason, they cannot uphold the terms of this Agreement, they will work together in Good faith to come to a mutual agreement. If any dispute or disagreement arises out of the interpretation of this Agreement, or the performance thereof on any matter arising out of this Agreement, the Parties will try to settle such dispute or disagreement in writing between the Parties by mutual cooperation in Good faith.

18 Severability clause

Should present or future provisions of this Agreement be wholly or partially invalid, not legally effective or not enforceable, or should they later lose their legal effectiveness or enforceability, this shall not affect the validity of the remaining provisions of this Agreement. The same shall apply if it should turn out that this Agreement contains a loophole. If the invalidity, ineffectiveness or unenforceability of a provision is based on a measure of performance or time (deadline or date) specified therein, the provision shall be deemed to have been agreed with a legally permissible measure that comes closest to the original measure. Otherwise, in place of the void, invalid or unenforceable provision or in order to fill a loophole, the Parties shall agree on a legally permissible provision which corresponds as closely as possible to what they intended or would have agreed in

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accordance with the meaning and purpose of this Agreement if they had recognized the voidness, invalidity, unenforceability or loophole when concluding this Agreement. It is the express intention of the Parties that this severability clause does not result in a mere reversal of the burden of proof, but that Section 139 BGB is waived in its entirety.

19 Scope & Interpretation

These Conditions shall apply to all contracts and agreements between Company and the Purchaser to the exclusion of any other terms and conditions. Additional or alternative terms and conditions shall not bind the parties unless expressly accepted in writing and signed by an authorized representative of Company. Any additional, alternative, or other provisions contained in any purchase order, or other communication from the Purchaser are hereby rejected and shall have no binding effect.

20 Duly-empowered signature

Christian von Kessel

CEO

ScaleWings Aircraft GmbH

Purchaser

Date, Duly-empowered Signature

Date, Duly-empowered Signature