



## ADVANCE ORDER DEPOSIT AGREEMENT

**SELLER:**           **Apex Aircraft**  
1, route de Troyes  
21121 DAROIS  
FRANCE

**BUYER:**           **Name** \_\_\_\_\_  
\_\_\_\_\_ address  
\_\_\_\_\_

**DATE:**           \_\_\_\_\_, 2000

1. Seller is developing a new aircraft to be named CAP 10C (the "Aircraft").
2. Buyer is interested in purchasing one of the Aircraft.
3. Contemporaneously herewith, Buyer is delivering to Seller Three Thousand Euros. (3 000 €) as an advance deposit (the "Deposit") for the purchase of the Aircraft. The deposit shall be registered in the Seller's order book as No. \_\_\_\_.
4. The Aircraft has not yet received its airworthiness certificate (the "Certificate").
5. **Description of the Basic Aircraft.** The Aircraft, as certified, shall contain the following equipment:

### **Airframe**

- 2 Cleveland wheels with disc
- 2 Left and right brakes
- 2 Adjustable seats
- 1 Plain jettisonable canopy
- 2 Aerobatics belts (5 strap harness)
- 2 Safety belts
- 2 Removable upholstery
- 1 Dry battery 17 Ah
- 1 Luggage compartment
- 1 Main tank, capacity 72 liters (19 US Gallons)

1 Rear tank, capacity 78 liters (21 US Gallons)  
2 wheel fairing  
1 stall warning light  
1 Rear panel chard case  
1 Electric elevator trim tab  
2 Electric indexed flaps

### **Instruments**

1 Airspeed indicator  
1 Altimeter  
1 Vertical speed indicator  
1 Positive flight ball bank  
1 Negative flight ball bank  
1 G-meter  
1 Manometer (Manifold pressure & fuel flow)  
4 Gauges (CHT-EGT-oil pressure & temperature)  
4 Gauges (2 fuel level- voltmeter-ammeter)  
1 Tachometer  
1 Magnetic compass  
8 Warning lights

### **Powerplant**

Engine Lycoming AEIO-360-B2F  
Christen oil system  
Propeller MT 180 R 170-4G

### **No Avionics**

### **DOCUMENTS**

- Export Certificate of Airworthiness
- Test flight report (in French)
- Weight & Balance report
- Aircraft operator's manual (flight manual) (in English)
- Engine operator's manual
- Engine log book
- Airframe log book
- Maintenance schedule
- Propeller data sheet

6. **Price.** The Basic Purchase Price for the Aircraft, ex works Darois, shall be one hundred thirty five thousand Euros (135 000 €). The Delivered Price for the Aircraft shall be determined in writing by the Seller and Buyer after Seller begins serial production of the Aircraft.

7. **Sale Agreement.** Buyer can place a firm order for the purchase of the Aircraft within thirty (30) calendar days after notification sent by Seller to Buyer that the Aircraft has received a Certificate. The order will be superseded by a binding Sale Agreement when the sale is confirmed by Seller in writing after receipt by Seller of a non-refundable deposit of 25% of the Delivered Price. The Sale Agreement shall be on Seller's then standard form of Sale Agreement.

8. **Cancellation.** Buyer can cancel this Advance Order Deposit Agreement and have the 3 000 € deposit returned to Buyer within ten (10) business days after written notice from Buyer to Seller of the cancellation. If for any reason Seller is unable to obtain a Certificate, Seller will notify Buyer thereof and return the 3 000 € deposit to Buyer.

9. **Amendment.** This Agreement may not be amended or modified except by a writing signed by both parties.

10. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the International Commerce Chamber of Paris.

11. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements between them with respect to the subject matter hereof. Except as fully set forth herein, there are no representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement.

**IN WITNESS WHEREOF**, Seller and Buyer have executed this Agreement, in duplicate, as of the date first hereinabove written.

SELLER:

BUYER:

Apex Aircraft

\_\_\_\_\_

By \_\_\_\_\_

By

\_\_\_\_\_

Authorised Representative

Authorised Representative

F:\CLIENTS\13944\ADVANCE2.D10

