ROBINSON
HELICOPTER COMPANY

HELICOPTER PURCHASE AGREEMENT

SELLER/BUYER INFORMATION

DEALERSHIP NAME:
SELLER'S NAME:
BUYER'S NAME:
BUYER'S ADDRESS:
BUYER'S E-MAIL ADDRESS:

AIRCRAFT MODEL

☐	R22	☐		
☐	R44 CADET	☐	R44 CADET	UTILITY FLOATS
☐	R44 I	☐	CLIPPER I	UTILITY FLOATS ONLY
☐	R44 II	☐	CLIPPER II	UTILITY FLOATS
		☐	CLIPPER II	POP-OUT FLOATS
☐	R66	☐	R66 MARINE	POP-OUT FLOATS ONLY
☐	R66 NXG	☐	SOUTHWOOD	
		☐	PALO VERDE	

REQUIRED DEPOSITS:
R22 $35,000
R44 $75,000
R44 ENG $110,000
R66 $120,000
R66 ENG & POLICE $220,000
R66 NXG $120,000

RHC PRICE LIST DATE: _____

DEALER IS NOT AUTHORIZED TO REQUEST DEPOSITS FROM BUYER IN EXCESS OF THE DEPOSIT REQUIRED BY RHC. ANY DEPOSIT IN EXCESS OF THE DEPOSIT REQUIRED BY RHC MUST BE IMMEDIATELY FORWARDED TO RHC.

OPTIONAL EQUIPMENT/AVIONICS

INITIAL	
	PLEASE CONFIGURE YOUR AIRCRAFT ONLINE AND SUBMIT YOUR PRINT OUT WITH THIS HPA.

EXTERIOR/INTERIOR COLORS

INITIAL	
	EXTERIOR BASE COLOR:
	EXTERIOR TRIM COLOR:
	INTERIOR COLOR:
	INTERIOR FABRIC:

(USE PAINT CHIP # FROM COLOR SELECTOR - ACTUAL COLORS MAY VARY. THE STANDARD BASE COLOR IS WHITE.)

R22 & 44 NTERIOR COLOR OPTIONS: TAN, GRAY, CHARCOAL
R22 & 44 INTERIOR FABRIC: VELOUR OR LEATHER
R66 NXG LEATHER: INCLUDE CONFIGURATION SHEET

SHIPPING

INITIAL		INITIAL	
☐	FLY-AWAY-FACTORY	☐	UPRIGHT OCEAN
☐	UPRIGHT AIR	☐	ON-SIDE AIR R22 ONLY

DEALER/SELLER IS RESPONSIBLE FOR DELIVERING TO BUYER THE AIRCRAFT IN AN AIRWORTHY CONDITION AND DOCUMENTS NECESSARY FOR AIRCRAFT REGISTRATION. BUYER ACKNOWLEDGES THAT DEALER/SELLER IS AN INDEPENDENT SELLER OF AIRCRAFT AND NOT AN AGENT OF ROBINSON HELICOPTER COMPANY ("RHC"). BUYER HEREBY AGREES TO PURCHASE THE HELICOPTER MODEL WITH THE OPTIONS INITIALED ABOVE FROM DEALER/SELLER, FOR THE REFERENCED PRICE. THE UNDERSIGNED BUYER AND DEALER/SELLER HAVE READ AND AGREE TO ALL MANUFACTURER'S TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM. BUYER ALSO AGREES TO ABIDE BY THE SPECIAL TERMS AND CONDITIONS OF THE SIGNED MANUFACTURER'S ADDENDUM, IF ANY, TO THIS PURCHASE AGREEMENT.

_____ _____ _____ _____
BUYER'S SIGNATURE DATE DEALER/SELLER'S SIGNATURE DATE

TERMS, CONDITIONS, WARRANTY & LIMITATIONS OF MANUFACTURER'S LIABILITY

BUYER AND DEALER/SELLER AGREE TO THE FOLLOWING TERMS, CONDITIONS, WARRANTIES AND LIMITATIONS OF THE MANUFACTURER, ROBINSON HELICOPTER COMPANY, INC. ("RHC"):

1. DEALER/SELLER NOT AN AGENT

THE RELATIONSHIP CREATED BY THIS AGREEMENT BETWEEN RHC AND DEALER DOES NOT PERMIT DEALER TO ACT AS AN AGENT FOR RHC. DEALER IS NOT GRANTED ANY EXPRESS OR IMPLIED RIGHT TO ASSUME ANY OBLIGATION IN THE NAME OF RHC. FURTHERMORE, DEALER SHALL NOT MAKE ANY CLAIMS CONCERNING THE PERFORMANCE, SAFETY, RELIABILITY, OR ANY OTHER FEATURES OF RHC AIRCRAFT OR PRODUCTS WHICH ARE NOT FULLY DOCUMENTED IN RHC-SUPPLIED LITERATURE.

2. ACCEPTANCE OF ORDERS AND PRICE CHANGES

ALL ORDERS RECEIVED SHALL BE SUBJECT TO ACCEPTANCE BY RHC, AND RHC SHALL HAVE THE RIGHT AT ANY TIME TO CHANGE THE AIRCRAFT PRODUCTS OR THE PRICE OF ANY AIRCRAFT PRODUCTS COVERED BY THIS AGREEMENT. SUCH PRICE CHANGES SHALL APPLY TO ALL PRODUCTS WHICH ARE UNDELIVERED AT THE TIME THE CHANGES ARE MADE EFFECTIVE. BUYER ACKNOWLEDGES THAT ALL VENDOR PRODUCTS, INCLUDING THE ENGINE, MAY HAVE DIFFERING CHRONOLOGICAL AGES AT THE TIME OF AIRCRAFT DELIVERY.

3. DATA RECORDING RIGHTS

ALL NEW AIRCRAFT ARE EQUIPPED WITH DATA/VIDEO/AUDIO RECORDING DEVICES (DRD) INTENDED TO PRESERVE AIRCRAFT OR FLIGHT DATA. BUYER CONSENTS TO THE INSTALLATION OF SUCH DRD AND TO THE STORAGE OF ANY AIRCRAFT DATA RECORDED BY THE DRD, AND ACKNOWLEDGES THAT, BUT FOR SUCH CONSENT, RHC WOULD NOT ACCEPT OR AGREE TO THE SALE OF THIS AIRCRAFT. BUYER AGREES THAT AIRCRAFT DATA GENERATED BY THE DRD REMAINS THE PROPERTY OF RHC AND FURTHER AGREES TO REFRAIN FROM TAMPERING WITH, REMOVING, OR DISABLING ANY DRD. RHC RETAINS THE RIGHT TO ACCESS, USE, ANALYZE, AND/OR TRANSFER ANY DRD DATA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, WARRANTY, REPAIR, AND ACCIDENT INVESTIGATION.

4. DELIVERY

DEALER OR HIS AGENT SHALL TAKE DELIVERY OF ALL AIRCRAFT FAF OR EX-WORKS AT RHC'S MANUFACTURING FACILITY IN CALIFORNIA UNLESS RHC AGREES IN WRITING TO DELIVERY IN ANOTHER MANNER OR FROM ANOTHER LOCATION. DEALER OR AN AGENT OF THE DEALER MUST BE PRESENT AT THE TIME OF DELIVERY. THE NECESSARY RELEASES AND PAYMENT FOR AIRCRAFT MUST BE ARRANGED WITH RHC BEFORE THE AIRCRAFT IS RELEASED. DEALER IS RESPONSIBLE FOR DELIVERING THE AIRCRAFT TO BUYER IN AN AIRWORTHY CONDITION. CRATING OF AIRCRAFT FOR OVERSEAS SHIPMENT OTHER THAN BY RHC WILL VOID THE AIRCRAFT WARRANTY.

ANY SHIPMENT MADE BY RHC AT REQUEST OF THE PARTIES IS AN ACCOMMODATION FOR THE PARTIES AND RHC ACCEPTS NO RESPONSIBILITY FOR DAMAGE OR LATE DELIVERY CAUSED BY CARRIER.

5. DELIVERY DATE

RHC WILL FURNISH, AS SOON AS PRACTICAL, A SCHEDULED DELIVERY DATE FOR EACH AIRCRAFT ORDER ACCEPTED.RHC RESERVES THE RIGHT TO DEPART FROM THE SCHEDULED DELIVERY DATE BY ADVANCING OR POSTPONING THE DATE. RHC SHALL NOT BE LIABLE FOR ANY DAMAGES DUE TO CHANGES IN DELIVERY DATES, HOWEVER CAUSED. RHC AGREES NOT TO ADVANCE A DELIVERY DATE MORE THAN TWO (2) WEEKS WITHOUT THE WRITTEN AUTHORIZATION OF DEALER. IF THE DELIVERY OF ANY HELICOPTER SHALL BE DELAYED FOR A PERIOD OF MORE THAN SIX (6) MONTHS AFTER THE SCHEDULED DELIVERY DATE, EITHER DEALER OR RHC SHALL HAVE THE OPTION TO TERMINATE THE ORDER BY GIVING WRITTEN NOTICE TO THE OTHER PARTY AFTER THE END OF THE SIX (6) MONTH PERIOD, BUT PRIOR TO THE DATE THE HELICOPTER IS OFFERED FOR DELIVERY.

IN THE EVENT A CUSTOMER FAILS TO ACCEPT DELIVERY OF A HELICOPTER WHEN IT IS COMPLETED, RHC MAY RETAIN ALL DEPOSITS AS “LIQUIDATED DAMAGES.”

6. PAYMENT, ACCEPTANCE, TITLE AND RISK OF LOSS

A NON-REFUNDABLE DEPOSIT AND COMPLETED PURCHASE AGREEMENT AND APPLICABLE ADDENDUM MUST BE SUBMITTED TO RHC FOR EACH AIRCRAFT ORDERED. BUYER ACKNOWLEDGES THAT DEALER/SELLER IS PURCHASING THE AIRCRAFT DIRECTLY FROM RHC AND REGARDLESS OF THE SOURCE OF PAYMENT RHC WILL DELIVER THE AIRCRAFT TO DEALER/SELLER'S AGENT. FINANCIAL ARRANGEMENTS SATISFACTORY TO RHC FOR EACH AIRCRAFT ORDERED REQUIRES FULL PAYMENT IN UNITED STATES DOLLARS TWO (2) DAYS PRIOR TO THE SCHEDULED DELIVERY DATE FURNISHED BY RHC. UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE WITH RHC, THE AIRCRAFT MUST BE REMOVED FROM RHC PROPERTY WITHIN FOURTEEN (14) DAYS AFTER THE READY-FOR-DELIVERY DATE TO AVOID STORAGE CHARGES OF $75.00 PER DAY AND INTEREST CHARGES OF 10% PER ANNUM ON THE BALANCE DUE, OR, AT RHC'S OPTION, RHC MAY CONSIDER THE ORDER AS CANCELED AND RETAIN THE DEPOSITS AND ADVANCE PAYMENTS AS LIQUIDATED DAMAGES FOR DEFAULT. DEALER IS NOT AUTHORIZED TO RETAIN CUSTOMER DEPOSITS IN THE EVENT AN AIRCRAFT ORDER IS CANCELED. DEALER IS NOT AUTHORIZED TO REQUEST DEPOSITS FROM BUYER IN EXCESS OF THE DEPOSIT REQUIRED BY RHC. IF BUYER DESIRES TO MAKE ADVANCE PAYMENTS OR PLACE A DEPOSIT IN EXCESS OF THE DEPOSIT REQUIRED BY RHC, THE ADVANCE PAYMENTS OR EXCESS DEPOSITS SHALL IMMEDIATELY BE FORWARDED TO RHC AS AN ADDITIONAL DEPOSIT.

TRANSFER OF TITLE SHALL TAKE PLACE IN CALIFORNIA, U.S.A., UNLESS RHC AGREES IN WRITING TO TRANSFER OF TITLE FROM ANOTHER LOCATION. TITLE TO ALLPRODUCTS SHALL REMAIN WITHRHC UNTIL THE FULL AMOUNT DUE HAS BEEN RECEIVED BY RHC. HELICOPTERS PURCHASED BY DEALERSHIPS WITHIN THE U.S. WILL BE ISSUED A STANDARD AIRWORTHINESS CERTIFICATE. HELICOPTERS PURCHASED BY DEALERSHIPS OUTSIDE THE U.S. WILL BE ISSUED AN EXPORT CERTIFICATE OF AIRWORTHINESS FOR THE COUNTRY THEY ARE LOCATED IN, AND RHC WILL NOT ASSIST DEALERS IN OBTAINING REGISTRATION FROM OTHER COUNTRIES, INCLUDING U.S. REGISTRATION. TITLE AND RISK OF LOSS SHALL PASS UPON FINAL INSPECTION OF THE AIRCRAFT BY RHC AT THE FACTORY IN TORRANCE, CALIFORNIA.

7. LIMITED WARRANTY

ALL HELICOPTERS SUPPLIED BY RHC ARE COVERED BY THE RHC LIMITED WARRANTY AND A SEPARATE LYCOMING OR ROLLS ROYCE ENGINE WARRANTY, WHICH ARE HEREBY ACCEPTED BY BUYER AND INCORPORATED HEREIN BY REFERENCE. BOTH THE RHC LIMITED WARRANTY AND THE ENGINE WARRANTY WILL BE VALID FOR 2 YEARS FROM THE TIME OF AIRCRAFT DELIVERY REGARDLESS OF ANY COMPONENT’S CHRONOLOGICAL AGE. DEALER/SELLER SHALL PROVIDE TO THE BUYER, UPON REQUEST AND AT THE TIME OF DELIVERY, CURRENT COPIES OF THE RHC LIMITED WARRANTY AND THE APPLICABLE LYCOMING OR ROLLS ROYCE ENGINE WARRANTY.

8. FAMILIARIZATION PROGRAMS

THE PARTIES AGREE TO RELEASE RHC AND ITS EMPLOYEES AND ACCEPT ANY LIABILITY ARISING FROM ANY TRAINING PROVIDED BY RHC TO THE PARTIES, OR TO THEIR DESIGNATED FLIGHT AND/OR MAINTENANCE CREW. THE PARTIES AGREE TO INDEMNIFY RHC AND ITS EMPLOYEES OR AGENTS AND TO HOLD THEM FREE AND HARMLESS FROM ANY LOSSES, COSTS, CLAIMS, DAMAGES OR LIABILITIES OF ANY NATURE ARISING FROM THE ABOVE SERVICES. THE PARTIES FURTHER AGREE TO PROCURE AND MAINTAIN ADEQUATE LIABILITY INSURANCE TO COVER THE OBLIGATION ASSUMED.

9. LOCAL TAXES AND OTHER CHARGES

RHC IS NOT RESPONSIBLE FOR ANY IMPORT DUTIES, FOREIGN TAXES, LICENSES, FEES, SALES OR USE TAXES, OR ANY ADDITIONAL CHARGES APPLICABLE TO THE SALE OR OWNERSHIP OF THE PRODUCTS COVERED BY THIS AGREEMENT. THE PARTIES SHALL DISASSOCIATE RHC FROM AND INDEMNIFY RHC FOR ANY CLAIMS OR DEMANDS MADE BY ANY U.S.A. OR NON-U.S.A. AUTHORITIES. RHC IS ALSO NOT RESPONSIBLE FOR PAYMENT RELATED TO TRANSPORTATION, PACKAGING, CRATING, INSURANCE, AND OTHER RELATED SERVICES NOT ITEMIZED ON THE RHC INVOICE.

10. PILOT, ROUTE AND INSURANCE REQUIREMENTS

RHC RESERVES THE RIGHT TO SPECIFY INSURANCE REQUIREMENTS AND THE QUALIFICATIONS, ROUTE AND GROSS WEIGHT LIMIT FOR ANY PILOT FLYING A HELICOPTER FROM THE FACTORY.

11. REMUNERATION FOR HOURS FLOWN ON HELICOPTER PRIOR TO DELIVERY

RHC RESERVES THE RIGHT TO FLY ANY HELICOPTER UP TO A MAXIMUM OF 20 HOURS PRIOR TO DELIVERY WITHOUT REMUNERATION. IN THE EVENT AN AIRCRAFT IS FLOWN IN EXCESS OF 20 HOURS PRIOR TO DELIVERY RHC WILL PAY THE BUYER THE PUBLISHED HOURLY OVERHAUL RESERVE FOR EACH HOUR FLOWN IN EXCESS OF 20 HOURS.

12. DISPUTES/ARBITRATION

IN THE EVENT OF A DISPUTE INVOLVING RHC WITH RESPECT TO THIS AGREEMENT, SUCH DISPUTE SHALL BE SETTLED BY ARBITRATION PROCEEDING HELD IN THE LEGAL JURISDICTION NEAREST RHC UNDER THE RULES OF CONCILIATION AND ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION. THE CONTROLLING LAW SHALL BE THAT OF THE STATE OF CALIFORNIA. THE DECISION OF THE ARBITRATORS SHALL BE FINAL AND BINDING AND A JUDGMENT MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

13. OTHER REQUIREMENTS

THE PARTIES AGREE TO COMPLY WITH ANY OTHER CONDITIONS SET FORTH IN THE MANUFACTURER'S ADDENDUM TO THE HELICOPTER PURCHASE AGREEMENT.