



NEW GENERATION AIRCRAFT ANG EUROPE

GENERAL TERMS AND CONDITIONS OF SALE OF THE ANG AIRCRAFT KIT

1. Identification of the Parties

These General Terms and Conditions govern the sale of the **ANG Aircraft Kit**.

- **Seller / Authorized Distributor in Europe:**
New Generation Aircraft ANG EUROPE, operated by **LIFRAN LLP** (UK).
Websites: www.newgenaircraft.com | www.aireurope.com
Hereinafter, the **Seller**.
- **Buyer:** the natural or legal person purchasing the kit.

2. Object of the Contract

The subject of this contract is the sale of the **ANG Aircraft Kit for Amateur Construction (Experimental – “51 % Rule”)**, in accordance with the applicable regulations in the European Union, the United Kingdom, or other jurisdictions.

The kit is **not a certified aircraft**. It is a set of components to be assembled by the Buyer, who will be the **legal constructor and owner** of the resulting aircraft.

3. Scope

These conditions exclusively regulate the sale of the kit and the delivery of related manuals and technical documentation.

They do **not** include:

- Assembly, construction or inspection of the aircraft (unless specifically contracted under a Build Assist programme).
- Registration, certification, licensing, maintenance, or insurance.

4. Price

- The kit price is that indicated in the proforma invoice issued by the Seller.



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- Prices are expressed in euros (€), unless otherwise agreed.
- Prices exclude: VAT, import duties, customs clearance, local taxes, registration fees, inspections, fuel, hangarage, or any ancillary services.

5. Transport and Delivery

- Transport will be **organised by the Seller**, but costs vary according to the country and delivery address. The transport cost will therefore be invoiced **separately**.
- Unless otherwise agreed, delivery terms are **FCA (Free Carrier) / EXW (Ex Works)** under Incoterms® 2020.
- Risk passes to the Buyer once the kit is handed over to the carrier.
- The Seller shall not be liable for delays due to force majeure, customs procedures, strikes, or international logistics disruptions.

6. Payment Terms

- Payment must be made by bank transfer to the Seller's account.
- The payment schedule will be set out in each individual contract (e.g. initial deposit + instalments).
- Orders are only confirmed once the agreed payment has been received in full or according to the agreed instalment schedule.

7. Delivery Times

- Delivery times are estimates and depend on production capacity and demand.
- Current estimated lead time is **9–12 months** from order confirmation.
- This period is indicative only and shall not constitute an essential contractual obligation.

8. Buyer's Responsibilities

The Buyer is the **legal constructor** of the aircraft. The Buyer is responsible for:

- Assembling the kit in accordance with the manuals and good practices.



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- Complying with national laws regarding registration, inspections, and operation.
- Keeping records (photos, logs, signed forms) evidencing compliance with the **51% Rule**.
- Operating the aircraft only with the appropriate licences and ratings.

9. Warranties

- The Seller warrants that the kit components are delivered new and conform to the specifications described.
- Warranty is limited to **defects in materials or manufacturing** existing at the time of delivery.
- Warranty does **not** cover:
 - Incorrect or unauthorised assembly.
 - Misuse, negligence, or improper storage.
 - Alterations not approved in writing.
 - Normal wear and tear, or damage during transport.
- The Buyer must notify defects in writing within **30 days** of delivery.

10. Limitation of Liability and Indemnity

- The Seller shall not be liable for:
 - Any direct, indirect or consequential damages resulting from assembly, operation, or use of the aircraft.
 - Accidents, incidents or losses involving the completed aircraft.
- The Buyer assumes **full liability** as constructor, owner, and operator.
- The Buyer agrees to **indemnify and hold harmless** the Seller against any third-party claims arising from the assembly, registration, operation, or use of the aircraft.

11. Intellectual Property

All manuals, drawings, and technical documents are protected intellectual property. They may not be copied, distributed, or published without prior written consent from the Seller.



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12. Force Majeure

The Seller shall not be liable for delays or non-performance caused by events beyond its reasonable control, including but not limited to: pandemics, war, strikes, customs delays, shortages of materials, or acts of government.

13. Data Protection

Buyer's personal data will be processed in accordance with the UK GDPR and applicable data protection laws. Data will only be used for the purposes of contract performance and legal compliance.

14. Export and Import Compliance

The Buyer is responsible for ensuring compliance with import regulations in their country. Some countries may require special permits or approvals.

15. Governing Law and Jurisdiction

These terms are governed by and construed in accordance with the laws of **England and Wales**. Any disputes shall be submitted to the exclusive jurisdiction of the courts of **London, UK**, unless otherwise agreed in writing.

16. Language

In case of translation into other languages, the **English version shall prevail**.

17. Acceptance

Placing an order and/or making payment implies full acceptance of these **General Terms and Conditions of Sale**.