

2010 DA42 L360

Aircraft and Accessories Price List and Order Form (effective October 19, 2009)



<p><input checked="" type="checkbox"/> DA42 L360</p> <p>powered by twin Lycoming IO-360 M1A engines (counter-rotating) rated at 360 HP total, with PowerFlow exhaust system, and MT (MTV-12 three blade constant speed composite scimitar blade propellers)</p> <p>Standard Equipment includes:</p> <table style="width:100%; border: none;"> <tr> <td style="width:33%; vertical-align: top;"> <input checked="" type="checkbox"/> Garmin GDU 1040, 10 inch primary flight display (PFD), <input checked="" type="checkbox"/> Garmin GDU 1040, 10 inch multi function display (MFD) <input checked="" type="checkbox"/> Garmin GEA 71 Airframe/Engine Interface Unit <input checked="" type="checkbox"/> 2X Garmin GIA 63 COM/NAV/GPS/LOC <input checked="" type="checkbox"/> Garmin GMA 1347 Digital Audio System <input checked="" type="checkbox"/> Garmin GTX 33 Mode S Transponder <input checked="" type="checkbox"/> Garmin GRS 77 Attitude Heading Reference System <input checked="" type="checkbox"/> Garmin GDC 74 Digital Air Data Computer <input checked="" type="checkbox"/> Garmin GMU 44 Magnetometer </td> <td style="width:33%; vertical-align: top;"> <input checked="" type="checkbox"/> Honeywell KAP 140 Dual Axis Autopilot with Altitude Hold and Preselect <input checked="" type="checkbox"/> Standby instruments (Compass, Horizon, Air Speed Indicator, Altimeter) <input checked="" type="checkbox"/> Composite airframe and safety seats (up to 26g protection) <input checked="" type="checkbox"/> Lightning protection system <input checked="" type="checkbox"/> Fire extinguisher <input checked="" type="checkbox"/> 3 point safety inertia reel safety harness (all seats) <input checked="" type="checkbox"/> Instrument lighting <input checked="" type="checkbox"/> Overhead cabin lights <input checked="" type="checkbox"/> Standard interior (fabric seats with leather trim) </td> <td style="width:33%; vertical-align: top;"> <input checked="" type="checkbox"/> Hydraulic retractable landing gear <input checked="" type="checkbox"/> Heated pitot / static tube <input checked="" type="checkbox"/> Alternate static port <input checked="" type="checkbox"/> Enlarged panoramic canopy <input checked="" type="checkbox"/> Electric operated flap system <input checked="" type="checkbox"/> High intensity discharge landing and taxi lights <input checked="" type="checkbox"/> Position and anti-collision lights <input checked="" type="checkbox"/> 79 US gal fuel tank <input checked="" type="checkbox"/> 4-way baggage compartment system <input checked="" type="checkbox"/> Nose baggage compartment accessible from both sides <input checked="" type="checkbox"/> Artex ME 406 Mhz ELT <input checked="" type="checkbox"/> Ground Support Equipment Package </td> </tr> </table> <p>OPTIONAL EQUIPMENT:</p> <table style="width:100%; border: none;"> <tr> <td style="width:70%;"><input type="checkbox"/> Honeywell KN 63 remote DME</td> <td style="width:10%; text-align: right;">\$ 7,750</td> <td style="width:20%;"></td> </tr> <tr> <td><input type="checkbox"/> Integrated Becker 3500 remote ADF</td> <td style="text-align: right;">\$ 10,700</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Integrated WX 500 Stormscope</td> <td style="text-align: right;">\$ 9,410</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Integrated Avidyne TAS 610 Active Traffic Advisory System</td> <td style="text-align: right;">\$ 19,295</td> <td></td> </tr> <tr> <td><input type="checkbox"/> TKS Ice Protection System</td> <td style="text-align: right;">\$ 62,750</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Garmin GDL 69A Satellite Data Link</td> <td style="text-align: right;">\$ 7,100</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Integrated Oxygen system</td> <td style="text-align: right;">\$ 15,500</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Platinum Edition Option Package</td> <td style="text-align: right;">\$ 24,600</td> <td></td> </tr> </table> <p>Includes:</p> <ul style="list-style-type: none"> • Pilot and copilot seats with adjustable backrest and adjustable lumbar support • Electrically adjustable pilot and copilot rudder pedals • Premium Interior, leather seats and trim, premium carpet, carbon fiber canopy sill plates) • Chrome-look Trim Package (canopy sills, hand grips, prop spinners, cowling air intakes) • Custom metallic striping with chrome accents <p>Consult sales representative for standard and custom striping options. Interior: <input type="checkbox"/> Curry <input type="checkbox"/> Grey</p>	<input checked="" type="checkbox"/> Garmin GDU 1040, 10 inch primary flight display (PFD), <input checked="" type="checkbox"/> Garmin GDU 1040, 10 inch multi function display (MFD) <input checked="" type="checkbox"/> Garmin GEA 71 Airframe/Engine Interface Unit <input checked="" type="checkbox"/> 2X Garmin GIA 63 COM/NAV/GPS/LOC <input checked="" type="checkbox"/> Garmin GMA 1347 Digital Audio System <input checked="" type="checkbox"/> Garmin GTX 33 Mode S Transponder <input checked="" type="checkbox"/> Garmin GRS 77 Attitude Heading Reference System <input checked="" type="checkbox"/> Garmin GDC 74 Digital Air Data Computer <input checked="" type="checkbox"/> Garmin GMU 44 Magnetometer	<input checked="" type="checkbox"/> Honeywell KAP 140 Dual Axis Autopilot with Altitude Hold and Preselect <input checked="" type="checkbox"/> Standby instruments (Compass, Horizon, Air Speed Indicator, Altimeter) <input checked="" type="checkbox"/> Composite airframe and safety seats (up to 26g protection) <input checked="" type="checkbox"/> Lightning protection system <input checked="" type="checkbox"/> Fire extinguisher <input checked="" type="checkbox"/> 3 point safety inertia reel safety harness (all seats) <input checked="" type="checkbox"/> Instrument lighting <input checked="" type="checkbox"/> Overhead cabin lights <input checked="" type="checkbox"/> Standard interior (fabric seats with leather trim)	<input checked="" type="checkbox"/> Hydraulic retractable landing gear <input checked="" type="checkbox"/> Heated pitot / static tube <input checked="" type="checkbox"/> Alternate static port <input checked="" type="checkbox"/> Enlarged panoramic canopy <input checked="" type="checkbox"/> Electric operated flap system <input checked="" type="checkbox"/> High intensity discharge landing and taxi lights <input checked="" type="checkbox"/> Position and anti-collision lights <input checked="" type="checkbox"/> 79 US gal fuel tank <input checked="" type="checkbox"/> 4-way baggage compartment system <input checked="" type="checkbox"/> Nose baggage compartment accessible from both sides <input checked="" type="checkbox"/> Artex ME 406 Mhz ELT <input checked="" type="checkbox"/> Ground Support Equipment Package	<input type="checkbox"/> Honeywell KN 63 remote DME	\$ 7,750		<input type="checkbox"/> Integrated Becker 3500 remote ADF	\$ 10,700		<input type="checkbox"/> Integrated WX 500 Stormscope	\$ 9,410		<input type="checkbox"/> Integrated Avidyne TAS 610 Active Traffic Advisory System	\$ 19,295		<input type="checkbox"/> TKS Ice Protection System	\$ 62,750		<input type="checkbox"/> Garmin GDL 69A Satellite Data Link	\$ 7,100		<input type="checkbox"/> Integrated Oxygen system	\$ 15,500		<input type="checkbox"/> Platinum Edition Option Package	\$ 24,600		<p>Manufacturers Sugg List Price \$ <u>599,500</u></p>
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Estimated delivery week:	TOTAL	\$																										
Notes:	Less Promo	\$																										
	Sub-total	\$																										
	Less DRDC discount	\$																										
	NET DRDC price	\$																										
FOR INTERNAL USE ONLY	10% deposit	\$																										
	Balance due on delivery	\$																										

CERT. OF AIRWORTHINESS: USA Canada Other (specify):

Buyer (DRDC):

Name _____		
Address _____		
City _____	State/Prov _____	Postal/Zip _____
Phone _____	Email _____	
Print Name _____		
Authorized Signature _____	Date _____	

Seller:

<p>DIAMOND AIRCRAFT INDUSTRIES INC. 1560 CRUMLIN SIDEROAD, LONDON, ONTARIO N5V 1S2</p>	
<p>Accepted: (required for new factory orders) DIAMOND AIRCRAFT INDUSTRIES INC. 1560 CRUMLIN SIDEROAD, LONDON, ONTARIO N5V 1S2</p>	
Authorized Signature _____	Date _____

TERMS AND CONDITIONS

- The following terms and conditions apply to the purchase and sale of the aircraft described in this Agreement (the "Aircraft"), and shall be binding and enforceable against Buyer and Seller for all purposes of this Agreement.
- The parties agree that, as far in advance as practicable, Seller shall notify Buyer, in writing, of the specific calendar week upon which the Aircraft will be ready for delivery to Buyer (the "Confirmed Delivery Week") at the Place of Delivery as specified herein. Buyer acknowledges that the confirmed Delivery Week may be substantially different from the Requested Delivery Week.
- Buyer agrees to take delivery of the Aircraft at the Place of Delivery as described herein within 7 calendar days of the first day of Confirmed Delivery Week and that, on or before the date upon which Buyer takes actual delivery of the Aircraft, Buyer will pay Seller the Total Purchase Price of the Aircraft, in immediately available funds, plus any applicable taxes, minus applicable deposits, advance payments made by Buyer or other credits as set forth in this Agreement.
- This Agreement is not subject to termination or cancellation by the Buyer except upon prior written agreement by Seller.
- Buyer's failure to take delivery of, and pay for, the Aircraft pursuant to the terms and conditions of this Agreement, shall constitute a material breach of this Agreement. Upon such breach, All deposits shall be retained by Seller not as forfeiture but as liquidated damages if this Agreement is breached, cancelled, or terminated by Buyer for any cause whatsoever, whereupon this Agreement shall end. Seller shall not be liable to Buyer for any delay in making delivery for any cause whatsoever; provided, however, if Seller should fail to make delivery within ninety (90) days after the last day of the Confirmed Delivery Week and such failure is not due to fire, flood, windstorm, an act-of-God, strike or other industrial disturbance, accident, war, riot, insurrection, delay in vendor deliveries, market conditions, or other causes beyond the control of the Seller, or if for any reason Seller should fail to make delivery within one hundred eighty (180) days after the last day of the Confirmed Delivery Week, Buyer shall have the right to demand, in writing, the return of all deposits relating to any Aircraft which were not delivered within the Confirmed Delivery Week unless purchaser agrees to a later Confirmed Delivery Week. Buyer agrees that its sole remedy for any failure of Seller to perform any part of this Agreement is limited to the return of deposits as herein described.
- NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS OR IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL SELLER'S LIABILITY UNDER OR FOR BREACH OF THE AGREEMENT EXCEED THE REFUND OF THE PURCHASE PRICE LESS REASONABLE RENTAL FOR PAST USE OF THE AIRCRAFT BY THE BUYER. IN NO EVENT SHALL SELLER BE LIABLE FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS BY BUYER OR FOR ANY SPECIAL, CONSEQUENTIAL, LOST PROFIT, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE AND BUYER HEREBY RELEASES AND WAIVES ITS CLAIM OR CLAIMS AGAINST, AND DISCHARGES SELLER AND ITS AGENTS AND EMPLOYEES FROM ALL LIABILITY, WHETHER CAUSED BY THEIR OWN NEGLIGENCE OR OTHERWISE.
- Title to the Aircraft shall pass to the Buyer only upon receipt of full payment for the Aircraft by the Seller, and all risk of loss with respect to the Aircraft, shall pass from Seller to Buyer upon full payment or delivery of the Aircraft to Buyer, whichever occurs first. After such time Seller shall not be responsible for any damage to or destruction of the Aircraft and no such occurrence shall relieve Buyer of any of its obligations hereunder.
- Seller does not provide insurance of any type with respect to the aircraft or the use or operation thereof and Buyer agrees that it will provide any such insurance as it may require.
- Buyer will not be entitled to assign this agreement without the written consent of Seller in advance of such assignment. Seller may assign its rights hereunder, but such assignment shall in no way relieve Seller of its obligations hereunder.
- The sale of the Aircraft shall not be deemed to convey any license or right (whether expressly, by implication, estoppel or otherwise) under any patent, claim, trade secret or manufacturing process of Seller or of any other person, firm, corporation or government. Buyer shall not, by virtue of this Agreement nor of the purchase and delivery to Buyer of the aircraft, be entitled to manufacture, assemble, copy, reproduce or imitate the aircraft or any of its components or the designs thereof.
- AS PARTIAL CONSIDERATION FOR SELLER TO ENTER INTO THIS AGREEMENT, BUYER AND SELLER AGREE THAT BUYER RELEASES, DISCHARGES AND AGREES TO INDEMNIFY SELLER, ITS SUCCESSORS AND ASSIGNS AND THEIR AGENTS AND EMPLOYEES FROM ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS OR EXPENSES WHICH BUYER, ITS SUCCESSORS, AFFILIATES AND ASSIGNS MAY HAVE AGAINST SELLER ARISING OUT OF OR IN ANY WAY CONNECTED WITH BUYER'S PURCHASE AND/OR OPERATION OF THE AIRCRAFT. BUYER HEREBY WAIVES ANY AND ALL CLAIMS INCLUDING, BUT NOT LIMITED TO, THOSE BASED ON NEGLIGENCE, ACTION OR INACTION OR ANY OF THE ABOVE PARTIES THEIR AGENTS AND EMPLOYEES. BUYER AGREES TO INDEMNIFY SELLER, DEFEND SELLER AND SAVE SELLER HARMLESS FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE (INCLUDING ALL ATTORNEY'S FEES AND COSTS OF INVESTIGATING AND LITIGATING ANY CLAIM AT ALL TRIAL AND APPELLATE LEVELS) THAT MAY RISE DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS OF THE BUYER OR USE BY BUYER OR OTHERS OF THE AIRCRAFT, INCLUDING ANY OF ITS COMPONENTS, SOLD PURSUANT TO THE PROVISIONS OF THIS AGREEMENT.
- Any disputes or controversies between the parties to this Agreement shall be governed by and construed in connection with the laws of the State of Florida. EACH PARTY IRREVOCABLY AGREES THAT THE STATE OF FLORIDA SHALL HAVE EXCLUSIVE JURISDICTION AND VENUE TO SETTLE ANY SUCH DISPUTES OR CONTROVERSIES AND, TO THIS END, EACH PARTY IRREVOCABLY WAIVES ANY OBJECTIONS IT MAY HAVE NOW OR HEREAFTER TO ANY PROCEEDINGS BEING BROUGHT IN SUCH COURT ON THE GROUNDS OF INCONVENIENCE OR OTHERWISE AND FURTHER IRREVOCABLY AGREES THAT A JUDGMENT IN ANY PROCEEDING BROUGHT IN THE STATE OF FLORIDA SHALL BE BINDING UPON EACH PARTY AND MAY BE ENFORCED IN THE COURTS OF ANY OTHER JURISDICTION. EACH PARTY HERETO WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT
- In the event that any provision of this Agreement is or shall become invalid, illegal or unenforceable under the law of any jurisdiction, then the parties hereby agree to waive to the extent permitted by law any requirements that would operate to make effective such invalid, illegal or unenforceable provision. All of the remaining provisions of this Agreement would thence remain fully valid and enforceable
- This agreement may not be modified except in writing signed by both Buyer and the Seller. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED IN ANY WAY TO VARY OR MODIFY THE TERMS OF THIS AGREEMENT OTHER THAN BY SUCH WRITING, AND NO SUCH PURPORTED VARIANCE OR MODIFICATION SHALL BE BINDING UPON SELLER.
- This agreement contains all of the agreements of the parties, and there are no oral or other written contracts, agreements, promises or representations that have not been included herein. This Agreement shall not be modified or amended except by an instrument in writing by authorized representatives of the parties. However, Seller may require that Buyer execute a delivery receipt upon Seller's delivery of the Aircraft to Buyer.
- WARRANTY Without affecting the applicability of any relevant warranties made by the Aircraft Manufacturer, (Diamond Aircraft Industries Inc.), or any other Original Equipment Manufacturer. SELLER MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, SUCH AS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED AND DISCLAIMED. SELLER SHALL NOT BE LIABLE FOR ANY FAILURE OR DEFECT IN THE AIRCRAFT AND ITS COMPONENTS AND/OR ACCESSORIES IN TORT (WHETHER FOR NEGLIGENCE OR OTHERWISE) OR IN CONTRACT, INCLUDING ANY LIABILITY OF SELLER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF USE AND/OR INCOME. THE AIRCRAFT RECORDS DO NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY BY SELLER OF THE CONDITION OF THE AIRCRAFT, AND SELLER HAS NOT UNDERTAKEN ANY OBLIGATION TO INVESTIGATE THE ACCURACY OF THE ENTRIES MADE IN THE AIRCRAFT RECORDS BY THIRD PARTIES. BUYER HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS OR CAUSES OF ACTION THAT IT MAY NOW OR IN THE FUTURE OWN OR HOLD AGAINST SELLER, ITS OFFICERS, HEIRS, DIRECTORS, SHAREHOLDERS, AGENTS OR EMPLOYEES, WHICH ARE BASED UPON NEGLIGENCE OR UPON STRICT LIABILITY INCLUDING, BUT NOT LIMITED TO, THAT IMPOSED BY SECTION 402 AND 402(A), RESTATEMENT (2d) OF TORTS, OR WHICH ARISE IN ANY MANNER FROM THE OWNERSHIP, MAINTENANCE OR OTHER USE OF THE AIRCRAFT OR THIS AIRCRAFT SALE.
- Seller hereby transfers and assigns any applicable warranties of the Aircraft Manufacturer or other Original Equipment Manufacturers, for the Aircraft, its accessories or installed components, which may be in effect at the time of delivery of the aircraft to the Buyer. IT IS THE BUYER'S SOLE RESPONSIBILITY TO COMMIT ANY ACT REQUIRED TO TRANSFER, VALIDATE OR OTHERWISE ACTIVATE ANY APPLICABLE WARRANTIES WITH THE AIRCRAFT MANUFACTURER OR OTHER ORIGINAL EQUIPMENT MANUFACTURER.
- Without limiting Paragraph 17 hereof, all used aircraft which may be sold to the Buyer under this Agreement shall be sold on an "AS IS WHERE IS BASIS" and Buyer has made all inspections necessary to satisfy itself regarding condition of the aircraft.
- If this Agreement includes a trade-in, no trade-in value indicated herein is valid or accepted by Seller until a satisfactory pre-buy inspection has been completed by Seller and Buyer has been informed in writing by Seller of the acceptance of the trade-in value indicated herein or as amended.
- Buyer agrees that any trade-in will be delivered to Seller in the same condition and with the same equipment as when the Seller performed its pre-buy inspection and Buyer shall deliver the trade-in to the Seller free and clear of all liens and encumbrances together with all required documents and books, logs, tags, records and written data related thereto since new.
- Buyer hereby authorizes Seller to complete any blank spaces, including without limitation trade-in amounts, serial numbers and the like and, to correct obvious errors; provided Seller will send to Buyer copies of the corrected Agreement.
- In the event that Buyer has entered into a finance agreement with Diamond Financial, Inc. ("DFI"), Buyer's obligations hereunder are contingent upon approval by DFI of Buyer's credit worthiness.
- THE BUYER ACKNOWLEDGES READING THIS AGREEMENT AND AGREES TO ALL THE TERMS AND CONDITIONS SET FORTH HEREIN.**

Buyer: initial here, confirming acceptance of the Terms and Conditions:

Serial Number: _____