

AIRCRAFT & PRIMARY PRODUCT - TERMS AND CONDITIONS OF SALE TO CUSTOMER

1. LIMITED WARRANTY. The liability of the manufacturer, P & M Aviation, will be limited to the replacement and repair of the defective components in accord with the manufacturer's below stated limited warranty. The duration of any implied warranty is limited to that of the below stated express limited warranty. Any other warranty shall be deemed to be inconsistent with the below stated limited warranty and the manufacturer specifically disclaims any further implied warranty of merchantability or fitness beyond the duration of the express limited warranty herein provided. Except as herein stated, the manufacturer shall not be liable for any damages or for the breach of any warranty, express or implied, or for any other obligation or liability on account of products sold herein to customer. The express limited warranty provided by the manufacturer consists of the following:

1.1. Airframe. Manufacturer warrants the product's airframe to be free from defects in materials or workmanship for a period of 1 year or 100 hours, log book time from the date of initial test flight of the aircraft, whichever occurs first.

1.2. Paint & finish – Manufacturer warrants all steel powder coated airframe components to remain free from corrosion for period of two years from the date that Customer takes delivery of aircraft.

1.3. Aircraft engines – Rotax (engine manufacturer) warrants that the engine fitted to manufacturer's aircraft is free from defect in materials and workmanship for a period of 6 months or 100 hours whichever occurs first, from the date that the engine was first run. For complete details of the engine manufacturer's warranty refer to the documentation supplied with the aircraft engine operators manual. Engine warranty claims will be dealt with through manufacturer's Distributor (in UK manufacturer direct) in first instance.

Special Circumstances, Conditions & Exclusions

1.4. If the aircraft has not been hangared in a properly ventilated enclosed building for at least 48 weeks in any twelve month period, then the 2 year warranty period detailed in Section 1.2 Paint and finish will be reduced to 6 months.

1.5. If, after the first year, a claim is made under Section 1.2 Paint and finish, the faulty parts shall be removed from the aircraft, at the customer's expense, by a dealer or his representative, and returned to the Distributor (in UK manufacturer direct), at customer's expense.

1.6. Parts deemed to be faulty under the manufacturer's warranty policy will be repaired, refinished or replaced at the manufacturer's option.

1.7. Customer may by prior arrangement with the Distributor (in UK manufacturer) send the defective part, at customer's expense, to the Distributor (in UK manufacturer) for warranty work.

1.8. Where the customer is unwilling to let the dealer, or where the dealer is unable to, carry out the warranty work, then the customer agrees to arrange, at customer's expense, for the aircraft to be returned to the Distributor (in UK manufacturer direct), or other workshop nominated by the Distributor (in UK manufacturer direct), for the warranty work to be carried out.

1.9. Ultra Violet damage to sail cloth (degradation) or composites (color fading) is not covered under this warranty.

1.10. Brake and tyre (tire) wear is not covered under warranty.

1.11. Where the aircraft has been flown to the Distributor's (in the UK, the manufacturer's) workshop for warranty work, the customer will de-rig or arrange for the aircraft to be de-rigged (at customer's expense) to the normal transportable condition.

1.12. Corrosion emanating from stone chips, or any other impact or abnormal stress damage, is not covered under this warranty.

1.13. Unless by prior agreement with the Distributor (in UK manufacturer), when the owner or his agent decides on his own judgment to dismantle the aircraft to investigate a fault or replace a part, a retrospective warranty claim cannot be made. Only agents expressly authorized by the manufacturer or Distributor can carry out warranty repairs, unless otherwise agreed in writing by manufacturer or Distributor prior to commencement of work.

1.14. Damage caused to the propeller by stone chips, ground strikes, foreign object strikes, or another impact or abnormal stress, or erosion is excluded.

1.15. Exhaust system surface corrosion is excluded.

1.16. Under no circumstances will the aircraft be exchanged for a similar aircraft or other product, or purchase money refunded, except where mandated by law.

1.17. In no event shall Manufacturer be liable for any incidental or consequential loss or damage.

1.18. Failure of the Customer to timely log hours in the log book provided with the aircraft documentation shall void this warranty.

1.19. These Limited Warranty Special Circumstances, Conditions & Exclusions apply except where such Special Circumstances, Conditions & Exclusions are prohibited by legislation applicable in the country or state where the product is purchased.

2. Customer promises and agrees that customer will read all applicable manuals and paperwork provided by manufacturer for the product sold herein by manufacturer to customer prior to customer's utilization of the product in any manner. Should customer not understand any provisions of such manuals, customer will seek the advice and explanation of the dealer who sold customer the product. If customer is still not satisfied with such advice and explanation, customer shall direct inquiry to the dealer's distributor (in UK manufacturer direct). If such customer is not satisfied with the response, explanation or advice received from such distributor, such customer shall contact the manufacturer directly.

3. Customer shall satisfactorily participate in, and complete, a course of training and instruction for the use of the product at least to the standards that meets the training standards detailed in the training syllabus found in the product's manual.

4. Customer shall obtain any and all additional certification and training as may be required of customer pursuant to local, state, or federal laws, rules or regulations.

5. Customer at all times shall operate the product within the limits and conditions specified in the product's manuals.

6. Customer shall adhere to the maintenance and the part and component replacement schedules as specified in the product's manual.

7. Customer shall not remove any of the warning placards from the product.

8. If customer sells the product, customer agrees to pass on all manuals, log books and other documentation concerning the product to the new owner.

9. Customer shall immediately act upon, and in accordance with, all service bulletins received by the customer from the manufacturer, distributor or dealer.

10. Customer agrees that Customer's use of the aircraft shall be limited to social, domestic, pleasure, incidental business/employment and training purposes. Specifically, if the product is an aircraft, Customer shall not:

a) Use the aircraft for commercial purposes as defined in United States Aviation Regulations, 14 C.F.R. Part 1, et seq. ("FAR"s);

b) Carry persons or property in the aircraft for compensation or hire as such terms are used in the FARs;

c) Fly the aircraft for compensation or hire as such terms are defined in the FARs; or

d) Obtain compensation in any manner primarily from the use of the aircraft.

e) in the UK, use the aircraft for aerial work as defined by the limitations within the privileges afforded to holders of a PPL (M).

In spite of the above, the aircraft may be used for ground training or flight training (in which such cases compensation may be received) or flights which are incidental to business or employment (as such are defined by the FARs).

11. Deposits paid shall be non-returnable as long as the manufacturer is not in breach of its obligations.

12. Delivery shall not be the essence of the order and where circumstances beyond the control of the manufacturer (such as supplies being late, strikes etc.) the manufacturer shall not be liable to return deposits unless there is an unreasonable delay to the order.

13. Prices will be held firm after deposit and acknowledgment thereof by the manufacturer.

14. Customer understands and acknowledges that product specifications may change and therefore details given in brochures or specification sheets are not part of this contract.

15. Colours (colors) and specifications can not be changed after the order has been accepted and acknowledged by the manufacturer unless agreed by the manufacturer in writing and in any case within 4 weeks of the scheduled delivery date.

16. Customer affirms that customer is not purchasing manufacturer's product for the purpose of resale to others.

17. Indemnity. Customer shall indemnify, defend, and hold harmless the manufacturer, its officers, employees, agents, distributors and dealers from and against any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with customer's failure to comply with any of its obligations herein contained, except for such loss or damage which was caused by the sole negligence or willful misconduct of the manufacturer, its officers, employees, agents, distributors or dealers, provided however, that the manufacturer shall nevertheless have the right, if it so elects and notifies the customer, to participate at the manufacturer's expense in the defence of any such suit or suits in which it may be a party, without relieving customer of the obligation to defend the same.

18. UK Sales - Governing Law and Venue, Statutory rights. Where the sale made under this agreement took place in the United Kingdom or Europe then English law shall apply to this agreement. Any action brought against the Manufacturer in the United Kingdom or Europe upon this agreement shall be venued in Swindon County Court, Swindon, Wiltshire, UK. No terms and conditions stated in this agreement shall affect the customers statutory rights.

19. Entire Agreement. All of the terms, provisions, and conditions agreed on by the parties hereto are expressed herein and, except as contained in this instrument, there are no other or further understandings.

20. Warning. Microlight, ultralight, hang glider and powered hang glider flying and all other air sports can be dangerous even when practised under ideal circumstances. Pilot error, component failure, adverse meteorological conditions or sheer bad luck can in all aviation result in injury or death. Every customer purchasing goods or services whether directly or indirectly from the Company is warned that microlight, ultralight, hang glider and powered hang glider flying and similar air sports are not controlled as are other forms of aviation. As a result microlight, ultralight, hang glider and powered hang glider aircraft components and related equipment are manufactured from commercially available materials and components and some of these materials and components are not designed specifically for aviation use. Every purchaser must ensure that he inspects fully every purchased item upon delivery and before every flight thereafter and he must make himself aware of all trends or changes which may make a particular item unsuitable for the use for which it was originally purchased. He must also satisfy himself totally that a purchased item is suitable for the use to which he intends to employ it. The Company can offer advice but the final responsibility for the use of the goods purchased rests solely with the purchaser (whether direct or indirect) or other user who employs such goods at his own risk. This warning applies to every part item or service offered by the Company and acceptance of or payment for goods is an implicit acceptance of this warning.

Dated: _____

(Customer signature)

(Print name)