



HEXADYNE AVIATION, a Division of
HEXATRON ENGINEERING CO., INC.
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CONDITIONS OF SALE AND RELEASE

We know that occasionally things happen. When they happen the customers get mad - and we can't blame them - but we must decide who shall bear the risk of such problems. Please read the following conditions carefully, because if the conditions listed below are not acceptable to you, then you should not place an order. Your filling-in the PURCHASE AGREEMENT and supplying it to us constitutes your agreement to accept the CONDITIONS OF SALE AND RELEASE spelled out below.

1. No orders are accepted by Hexadyne Aviation Division of Hexatron Engineering Co., Inc., (hereafter called the Company or Seller) unless accompanied by "A Payment Schedule Agreement" and a deposit.
2. Orders accompanied by "A Payment Schedule Agreement" or full payments are given first priority in all delivery schedules. C.O.D. orders in Continental U.S.A., if refused on delivery, shall be considered cancelled and their deposit shall be forfeited to the Company. C.O.D. charges are levied by the carriers and not by the Company. Carriers usually require cash or certified check on delivery for the full amount of C.O.D.
3. The Company will not be held responsible for any delays or problems in delivery, fires, Acts of God, or any problems beyond its control.
4. No goods may be returned to the Company unless authorized in writing by an official representative of the Company.
5. Unless otherwise specified, Purchaser agrees to pay in full for, and take delivery of the merchandise in not more than 30 days after receiving the notice that it is ready for shipment.
6. All orders not delivered for lack of shipping instructions, payment, or any other delays caused by the Purchaser for longer than 30 days shall be considered forfeited and void, and the Company will have the right to scrap or dispose of the merchandise at its discretion and retain the deposit. Any delivered order not picked up by the Purchaser for more than 30 days shall be considered forfeited.
7. All prices are F.O.B. Factory. Delivery to the common carrier shall constitute delivery to the Purchaser, and the responsibility for goods in transit will be the carrier's and the Purchaser's. A Bill of Lading shall be sufficient evidence and proof of the date of shipment. Claims of damage or loss in transit shall be made to the carrier and not to the Company. **WARNING:** If any container shows the slightest damage on arrival, it should be opened immediately and inspected before acceptance from the carrier, and a statement of damage made on your waybill. The Company will not pay for goods damaged in transit, nor for shipping charges to and from the factory.

8. The Company conducts business from the state of Utah, U.S.A. and accepts all orders as Utah contracts deemed entered into in its office in Utah. No employees or agent of the Company is authorized to alter conditions of this contract. Purchaser agrees to resolve any and all grievances and legal claims in Utah in accordance with the laws of Utah.
9. Home built and Ultra Light aircraft which use Hexadyne engines are licensed to fly by the U.S. Government in "Experimental, Amateur-built, or Ultra Light" category. Each such aircraft is treated legally by the FAA as "one of-a-kind" in design and construction, manufactured by the individual home builder and must be expected to be unpredictable, hazardous, and even potentially lethal. Therefore, construction and operation of such Experimental Aircraft may be unsafe without acquiring, studying and complying with the letter with the intent of all instructions.
10. Hexadyne engines, due to their modern design, are extremely energetic for their high power-to-weight ratio. As such, if the engine operation is not maintained as recommended, the engine can, in a very brief interval, destroy itself due to the lack of airflow, lubricating oil and fuel.
11. Purchaser understands and agrees that NO WARRANTIES, EXPRESS OR IMPLIED, NOR GUARANTEE OF MERCHANTABILITY, NOR FITNESS FOR A PARTICULAR PURPOSE IS GIVEN REGARDING THE ITEMS PURCHASED, NOR THE WORKMANSHIP, NOR SAFETY OF DESIGN OR OF ANY COMPONENT, WHETHER ARISING FROM AN ACT OR OMISSION OR NEGLIGENCE OF THE SELLER OR OTHERWISE.
12. The Purchaser agrees to indemnify, defend and hold Seller HARMLESS FROM ALL LIABILITY AND FROM ANY CLAIMS OR DAMAGES AND CAUSES OF ACTION WHICH MAY ARISE OR IS INCURRED AND WAIVES AND RELEASES COMPANY FROM ANY AND ALL CLAIMS IN ANY WAY ARISING FROM THE USE OF ANY ITEM PURCHASED. PURCHASER HEREBY ASSUMES ALL RISK, LIABILITY, AND RESPONSIBILITY RELATING TO ANY ITEM PURCHASED.
13. Seller's sole obligation after the sale is to replace or refund the purchase price of any part or component discovered to be defective within a PERIOD OF TWO (2) YEARS from the date of sale, provided that the Purchaser notifies Seller in writing within ten (10) days after discovering such defect. The maximum cumulative liability of Seller resulting from or in any way arising from this sale, including liability for injury, damage or death arising from defects or otherwise shall not exceed the total purchase price paid for the item by Purchaser. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURCHASE, SAID WARRANTIES BEING EXPRESSLY DISCLAIMED.

Purchaser's Signature