



**ZENAIR - PURCHASE ORDER AGREEMENT – FACTORY BUILT FLOATS**

This Purchase Order, when accepted by **SELLER**, becomes a binding Contract of purchase and sale for the set of Experimental Aircraft Floats and Equipment shown on the face hereof, upon the terms, conditions and provisions herein specified:

1. Prices of the Experimental Aircraft Floats and Equipment shall be the prices stated on the face hereof.
2. As far in advance as is possible, **SELLER** will notify **BUYER** of the specific date when the Experimental Aircraft Floats and Equipment ordered herein will be ready for delivery, which date is herein referred to as the expected delivery date and **BUYER** agrees to accept delivery on said date, or within a reasonable time thereafter, delivery date may be changed due to supplies or other parties that **SELLER** has no control over.
3. Title to the Experimental Aircraft Floats and Equipment ordered and furnished herein shall remain with the **SELLER** until **BUYER** pays **SELLER** in full.
4. **BUYER** agrees, in addition to the price specified herein, to pay the following:  
All taxes, excises, tariffs, charges or additions thereto levied or assessed upon the manufacture or sale of the Experimental Aircraft Floats and Equipment covered by this Purchase Order, or part thereof, which are levied or required by law to be paid, irrespective of whether such tax, excise, tariff or charge is enumerated on the face of this agreement. Furthermore, **BUYER** hereby agrees to indemnify and hold harmless **SELLER** and Manufacturer from the payment of any tax applicable to purchase of the Experimental Aircraft Floats and Equipment.
6. **BUYER** further agrees that if it has not accepted delivery of the Experimental Aircraft Floats and Equipment covered by this Purchase Order within fifteen (15) days from the confirmed delivery date, **SELLER** shall have the right to sell said Experimental Aircraft Floats and Equipment in such manner as it may deem advisable, free and clear of any claim for damages of any kind or character whatsoever which **BUYER**, or any other person claiming under or through him, may have arising out of such sale; and further, that **SELLER** may retain any deposits paid by **BUYER** and apply the same to the payment of any loss or damages suffered by **SELLER** by reason of **BUYER'S** failure to accept such delivery.
7. **SELLER** shall not be liable for any delay in or failure of performance of this Purchase Order if such delay or failure is directly or indirectly caused by or in any manner arises from acts of God, acts of government, labor disputes, delays or failure to receive from the manufacturers aircraft and/or aircraft parts or other items ordered, or any other causes beyond **SELLER'S** control. **SELLER'S** liability for failure to deliver the products will be limited to the payment to **BUYER** of such part of the purchase price thereof as **BUYER** may have theretofore paid to **SELLER**. In no event shall **SELLER** be liable for any consequential or special damages.
8. **BUYER** agrees that the supplied Aircraft Floats and Equipment are to be used for recreational use only and installed onto an Experimental aircraft only. The installation of the floats onto the **BUYERS** aircraft is the sole responsibility of the **BUYER** and not of the **SELLER**. In the event that the supplied Aircraft Floats and Equipment is not working or leaking or damaged, it is the **BUYERS** responsibility and not the **SELLERS**. In the event that the **BUYERS** aircraft does not perform, it is not the **SELLERS**
9. The Experimental Aircraft Floats and Equipment purchased herein are covered by only the following warranties and no other. The written warranty of the Manufacturer, if any, in existence at the time the Experimental Aircraft Floats and Equipment described herein is delivered together with those warranties, if any, issued by any product manufacturers whose products are purchased herein and which warranties accompany the delivery of the aircraft and Equipment .  
NO OTHER WARRANTY, WHETHER OF MERCHANTABILITY, FITNESS OR OTHERWISE, EXPRESSED OR IMPLIED IN FACT OR BY LAW, IS GIVEN WITH RESPECT TO SUCH EXPERIMENTAL AIRCRAFT FLOATS AND EQUIPMENT , AND NO OTHER OF FURTHER OBLIGATION OR LIABILITY SHALL BE INCURRED BY SELLER BY REASON OF THE MANUFACTURE AND/OR SALE OF THE EXPERIMENTAL AIRCRAFT FLOATS AND EQUIPMENT OR THEIR USE, WHETHER FOR BREACH OF ANY WARRANTY, NEGLIGENCE OF MANUFACTURER, OR OTHERWISE.
9. If any law or government regulation or any interpretation thereof affecting the Aircraft Floats and Equipment is issued between the date of this Purchase Order and the date of delivery that has the effect of requiring any change, alteration, addition or modification to the Aircraft Floats and Equipment , such changes(s) shall be the **BUYER'S** responsibility, and any charge or expense which **SELLER** or Manufacturer incurs as a result of any such changes(s) shall be paid for by **BUYER**. Also, any such change(s) shall be deemed an excusable delay and an extension of the date of delivery.
10. In no event shall **SELLER** or Manufacturer be liable for any damage from loss of profit or loss of use of any Aircraft Floats and Equipment , before or after delivery of the aircraft.
11. It is further agreed that this Purchase Order, when accepted by **BUYER**, is the only contract controlling this sale and purchase, and that it contains all agreements, express or implied, either verbal or in writing, and **BUYER** acknowledges receipt of a copy of the same. By signing this document, the **BUYER** certifies that he has the full authority and capacity to validate this document on behalf of himself, dependents, heirs, personal representatives and estate.
12. By signing this Purchase Order, the **BUYER** hereby acknowledges that he is fully aware that flight involves travel in the tree dimensions, and that such activity may be unpredictable, hazardous and even potentially lethal, and that the aircraft described herein may be unpredictable, hazardous, and even potentially lethal. The installation of Aircraft Floats and Equipment may very well increase the unpredictable, hazardous, and even potentially lethal of the **BUYERS** aircraft.
13. The Manufacturer and **SELLER** (and their agents, servants, employees, contractors, successors and assigns) hereby give notice to the **BUYER** that they carry no liability insurance, and hereby agree to hold the Manufacturer and **SELLER** harmless from all liability and any claims of damages and causes of action which may be incurred by them or any third party as a result of the purchase, use, and operation Aircraft Floats and Equipment described herein. The **BUYER** hereby assumes all risk, liability and responsibility relative to the operation of his aircraft with the installed of Aircraft Floats and Equipment .
14. This agreement shall be governed by and construed in accordance with the laws of the Ontario Canada. Any legal proceedings relating to or concerning this agreement and/or the use of the aircraft purchased herein shall be filed in the applicable court closest to Midland Ontario Canada. The laws of Ontario Canada shall be controlling upon all issues arising out of this agreement.

**BUYER'S NAME:**

**SIGNATURE:**

**ADDRESS:**

**DATE:**

**TELEPHONE:**

**SPOUSE / NEXT OF KIN SIGNATURE:**