

# TERMS OF AGREEMENT

## Limitation of Liability:

The seller hereby, expressly disclaims all warranties, either expressed or implied, including any implied warranty of MERCHANTABILITY of fitness for a particular purpose and shall not be liable for damages, directly or indirectly, arising from the use of the above merchandise or for consequential damages. The buyer, hereby agrees to purchase the merchandise indicated in the purchase agreement and expressly assumes all risk inherent in the activity of flying, including the use and operation of the above mentioned merchandise. Purchaser accepts sole responsibility for the proper assembly, operation and regular maintenance of any Murphy Aircraft Mfg. Ltd. kit and full compliance with all applicable aviation regulations.

## Murphy Aircraft Mfg. Ltd. Kit(s) Designed Integrity:

Purchaser understands that the overall design and construction of the Murphy Aircraft Mfg. Kit(s) is based upon integral characteristics of airframe structure, critical engine and propeller characteristics, and critical aerodynamic and centre of gravity characteristics.

Purchaser understands and agrees that the engine and propeller and other critical components used on any Murphy Aircraft Mfg. Kit(s) must satisfy all the requirements specified in Seller's product manual and instructions. Purchaser agrees that the above characteristics are critical and integral to the design of the Murphy Aircraft Mfg. Kit(s) and Purchaser agrees not to make any modification of any Murphy Aircraft Mfg. Kit(s) and agrees not to use any parts, components, or accessories that are not authorized and approved by Seller. Purchaser assumes responsibility for any damages or losses which may result from the rise of any parts, components, or accessories that are not authorized and approved by Seller.

Purchaser also understands and agrees that the proper assembly of the Murphy Aircraft Mfg. Kit(s) is critical to the safe operation and maintenance of the aircraft.

## Safety-Related Improvements:

Seller may from time to time notify Purchaser of technological improvements developed by Seller. In some instances, seller may deem such improvements to be very important to the continued safe operation of the aircraft and may designate such as mandatory improvements. Purchaser agrees to promptly purchase and install all mandatory improvements designated by the Seller, and hereby agrees to indemnify and hold Seller harmless for any and all claims arising out of events which may have been as avoided or the effects of which may have been avoided or the effects of which may have been reduced by the prompt implementation of mandatory improvements.

## Indemnity and Release:

Purchaser understands and agrees that many factors beyond the control of Seller affect the operational safety of the Murphy Aircraft Mfg. Kit(s) including, but not limited to:

- The assembly of the Murphy Aircraft Mfg. Kit(s)
- Performance by Purchaser or others of inspections, maintenance procedures and repairs of the finished Murphy Aircraft Mfg. Kit(s) aircraft; and,
- Safe operation of the Murphy Aircraft Mfg. Kit(s) by the Purchaser or others while on the ground and in flight.

Purchaser also understands and agrees that maintenance and/or repair of any Murphy Aircraft Mfg Kit(s) may involve the use of tools, equipment and construction methods which may present safety hazards which are beyond the control of Seller.

Please keep my credit card on file:

Visa

Mastercard

Card Number: \_\_\_\_\_ Expires \_\_\_\_/\_\_\_\_

Signature: \_\_\_\_\_

## Proprietary Materials & Information:

Purchaser understands and agrees that information proprietary to Seller, including Murphy Aircraft Mfg. Kit(s) part features, design features and written documentation, is supplied to Purchaser solely to enable Purchaser to purchase, construct and operate a Murphy Aircraft Mfg. Kit(s).

Purchaser agrees to prevent any of Seller's proprietary information from being diverted from its intended use. Purchaser specifically agrees:

- Not to copy or permit others to copy any Murphy Aircraft Mfg. Kit(s) product manuals or other documentation supplied to Purchaser;
- Not to duplicate or permit others to duplicate any parts or assemblies supplied to Purchaser; and;
- Not to trace, photograph or otherwise record dimensional information, or to permit others to trace photograph or otherwise record dimensional information from parts or assemblies supplied Purchaser.

## Address or Ownership Change:

To ensure delivery of notices from Seller, Purchaser agrees to notify Seller in writing, within ten (10) days, of any change of address of Purchaser or any change in ownership of the Murphy Aircraft Mfg. Kit(s). If ownership changes, Purchaser's notice to Seller shall contain the name and address of the new owner.

## Limited Warranty:

Murphy Aircraft Mfg. Ltd. warrants the parts contained in the construction kit will be free from defects as to materials and workmanship for a period of 1 year from delivery of the kit to Purchaser. Murphy Aircraft Mfg. Ltd. does not warrant that the aircraft kits it produces constructed by the purchaser or any other person will be airworthy or qualify for certification by the MOT, FAA or any other regulatory agency or will meet the requirements of the Purchaser. Purchaser accepts sole responsibility for the proper assembly, operation and regular maintenance of any Murphy Aircraft Mfg. Ltd. Kit(s) and full compliance with all applicable aviation regulations.

During the above mentioned warranty period, Murphy Aircraft Mfg. Ltd.'s sole obligation under the above warranty will replace without charge any defective part, F.0.13. at its factory. In no event shall Murphy Aircraft Mfg. Ltd. be liable for special or consequential damages incurred by Purchaser or any other person

## Terms of Payment:

Purchase Agreements are confirmed only upon receipt by Murphy Aircraft Mfg. Ltd. of a deposit 50% of total purchase price or an irrevocable documentary letter of credit to be approved by Murphy Aircraft Mfg. Ltd. Balance of payment is due in full, three (3) weeks prior to shipping. All payments are to be made by certified cheque, money order or bank transfer. Cancellation is subject to a 10% penalty of deposit (not to exceed 5% of the purchase price).

## Back-orders:

Murphy Aircraft Mfg. Ltd. shall pay for one backorder shipment only. The backorder form, which is included in the shipment, must be signed and returned by Purchaser, noting any discrepancies of short-shipped parts. These forms must be returned within 28 days of receiving the shipment. No back-order shipments will be made until the back-order form is returned.

## Suspension of Performance:

If the Purchaser is past due in payment of any amount owing to Seller, Seller reserves the right, without liability to suspend our performance or decline to ship outstanding orders until we receive full payment on all outstanding amounts.

## Technical Support:

Murphy Aircraft will supply technical support for the assembly of the aircraft kit at no charge for a period of three (3) years (from the date of shipping) to the original purchaser of the kit(s).

I hereby state that I have read and understand the terms and conditions of sale printed on this page.

Murphy Aircraft  
Mfg. Ltd. Initials

Purchaser's  
Initials