

Conditions of Sale and Warning Notice

The Parts Order Form, when accepted by **ZENAIR LTD**, becomes a binding contract of purchase and sale for the part(s) shown on the face hereof, upon the terms, conditions and provisions herein specified:

1. Price(s) of the part(s) shall be the prices stated on the face hereof, except if **ZENAIR LTD** should increase or decrease its published prices for the products prior to delivery, **whereby** such new price(s) shall be substituted for those stated on the face hereof.
2. As far in advance as is possible, **ZENAIR LTD** will notify **BUYER** of the specific date when the part(s) ordered herein will be ready for shipping.
3. Shipping damage to the part(s) will be borne by the **BUYER**.
4. **BUYER** agrees to pay for all taxes, excises, tariffs, charges or additions thereto levied or assessed upon the manufacture or sale of the part(s) 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 **ZENAIR LTD** from the payment of any tax applicable to purchase of the part(s).
5. All orders not delivered for lack of shipping instructions, payments, or any other delays caused by the **BUYER** for longer than thirty days shall be considered forfeited and void, and the **ZENAIR LTD** will have the right to scrap or dispose of the merchandise at its discretion and retain the full payment.
6. The part(s) purchased herein are covered by only the following warranties and no other.
NO WARRANTY, WHETHER OF MERCHANTABILITY, FITNESS OR OTHERWISE, EXPRESSED OR IMPLIED IN FACT OR BY LAW, IS GIVEN WITH RESPECT TO SUCH PART(S), AND NO OTHER FURTHER OBLIGATION OR LIABILITY SHALL BE INCURRED BY **ZENAIR LTD** BY REASON OF THE MANUFACTURE AND/OR SALE OF THE PARTS OR THEIR USE, WHETHER FOR BREACH OF ANY WARRANTY, NEGLIGENCE OF MANUFACTURER, OR OTHERWISE.
7. In no event shall **ZENAIR LTD** or manufacturer of the part(s) be liable for any damage from loss of profit or loss of use of any aircraft, before or after delivery of the part(s).
8. For VISA payment, **BUYER** authorizes **ZENAIR LTD** to charge the full amount shown on the Parts Order Form.
9. It is further agreed that the Parts Order Form, 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.
10. By signing the Parts Order Form, 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.
11. The Manufacturer and **ZENAIR LTD** (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 **ZENAIR LTD** 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 of the aircraft described herein. The **BUYER** hereby assumes all risk, liability and responsibility relative to the part(s).
12. This agreement shall be governed by and construed in accordance with the laws of Ontario Canada. Any legal proceedings relating to or concerning this agreement and/or the use of the purchased part(s) herein shall be filed in the applicable court closest to Zenair Ltd in 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: _____
