



**ULTIMATE BIPLANE.com**

## ***CONDITIONS OF SALE PLANS AND WARNING NOTICE***

The Ultimate series of amateur-built aircraft have been in existence since the early 1980's. Since that time, builders have completed many aircraft and logged thousands of hours in type. The designs and construction techniques have been proven safe and effective over the years by many builders like yourself. We here at Ultimate Biplane are constantly trying to improve the service to our customers. However there are certain responsibilities that must fall upon the builder. Please read the following conditions very carefully. If you find any of the items unacceptable, you should cease doing business with Ultimate Biplane. Your name and signature at the end of this form constitutes your agreement to accept the Conditions of Sale spelled out below. Thank you for your confidence in Ultimate Biplane and we look forward to serving you in the future.

- 1** This waiver allows the builder to put together one(1) biplane including a reasonable number of spare parts only. In any correspondence with Ultimate Biplane Corp. Please refer to the serial number assigned to the drawings.
- 2** The company will not be held responsible for any delays in deliveries due to delays of carriers and suppliers, Acts of God, or other causes for delay beyond its control.
- 3** Claims for defective material or missing parts will be allowed only when made within thirty days of delivery. All returned materials must be shipped pre-paid.
- 4** All prices unless otherwise indicated are F.O.B. Waterloo Ont. and are subject to change without notice. Delivery to the post office shall constitute delivery to the buyer, and the responsibility for goods in transit shall be the carrier's and the buyer's. A Way-Bill issued by the Post office shall be sufficient evidence and proof of the date of shipment. Claims of damage in transit shall be made to the carrier and not to the company.

### **Warning:**

If any container shows signs of damage on arrival, it should be opened immediately and inspected before acceptance from the carrier. A statement of damage should be made on the waybill at that time with the carrier present. The company will not pay for goods damaged in transit, nor for shipping charges to and from the factory.

- 5 Home-built aircraft are licensed to fly by the U.S. and the Canadian Governments in the "Experimental, Amateur-built" category. Such aircraft are legally treated by the F.A.A. and Transport Canada as "One-of a-Kind" in design and construction, manufactured by the individual homebuilder. Flying the aircraft must be expected to be unpredictable, hazardous, and even potentially lethal. Therefore, construction or operation of such Experimental Aircraft may be unsafe without acquiring, studying, and complying to the letter with all instructions, manufacturers' manuals, and information pertaining thereto. It is required that all persons operating these aircraft be experienced and knowledgeable in all details related to operation and flight of such aircraft.
- 6 In recognition of the above, and because they cannot control or assure the quality and accuracy of compliance with their instructions/plans during and after construction of such aircraft the seller (and their agents, servants, employees, contractors, successors, and assigns) hereby give notice to buyers and/or operators (and their heirs, administrators, and assigns) of this aircraft, that they carry NO LIABILITY INSURANCE. There are also NO WARRANTIES EXPRESSED OR IMPLIED, NOR GUARANTEE OF MERCHANTABILITY, NOR FITNESS FOR A PARTICULAR PURPOSE GIVEN REGARDING ITS CONSTRUCTION, ITS PLANS,. ITS WORKMANSHIP, NOR SAFETY OF ITS DESIGN OR ANY OF ITS COMPONENTS BY THE SELLER, DESIGNER OF AIRCRAFT, OR CONTRACTORS.
- 7 The buyer and /or operator, as defined above, acknowledges the receipt and understanding of this WARNING NOTICE and so agrees by their decision to go ahead with purchasing, accepting, and operating this aircraft or any of its parts to hold seller "Ultimate Biplane" HARMLESS FROM ALL LIABILITY AND FROM 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, construction, and operation of this aircraft or any of its plans, parts, or components. THE BUYER AND/OR OPERATOR HEREBY ASSUMES ALL RISK, LIABILITY, AND RESPONSIBILITY RELATIVE TO THE CONSTRUCTION AND OPERATION OF THE AIRCRAFT.

YOUR SIGNATURE:      YOUR NAME: {PRINTED}

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Phone # / e-mail:      ADDRESS: {IN FULL}

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\* Upon receipt of above indicated information and MONEY ORDER for the amount in full plus shipping fees, a set of construction drawings for the desired article will be Issued and sent plus a builder's SERIAL NUMBER will be supplied by Ultimate Biplane. This serial number enables the builder/buyer to construct one aircraft or wing modification. These drawings may not be deposited or copied in any such way or form. Your information will be kept on file and recorded as you, the buyer and sole owner of such serial number. If drawings are sold, the purchaser must contact Ultimate Biplane, purchase a serial number of his/her own, and sign the above "CONDITION OF SALE AND WARNING".

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