

LANCAIR INTERNATIONAL INC.

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REDMOND, OR 97756

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RESALE AGREEMENT

Lancair International, Inc., an Oregon Corporation, is the designer of an experimental aircraft manufactured in kit form for the homebuilder.

The Lancair aircraft requires inspection and certification by the Federal Aviation Administration (FAA) under provisions of the Federal Aviation Regulations (FAR's). "Purchaser" is defined as the original party that purchases the Lancair kit and any subsequent party to purchase or obtain said kit. Purchaser of the Lancair kit has read and thoroughly understands the FAR's as they apply to aircraft in the experimental category.

Purchaser understands and agrees that certification of the Lancair is dependent on his construction techniques and thus the resultant airworthiness. Lancair does not accept responsibility whatsoever for such certification.

The Lancair kit, when properly constructed, will reproduce the successful original aircraft. Lancair is not responsible and makes no warranties, express or implied whatsoever, regarding the performance; flight characteristics, structural integrity or safety of the purchaser's completed aircraft and its component parts. Purchaser understands and agrees that there are many factors that affect the design integrity of his/her particular completed aircraft including design requirements for engine and propeller and requirements for aerodynamic and center of gravity characteristics. Lancair reserves the right to make recommended revisions in the plans and construction of the aircraft without liability to Lancair as such revisions may be deemed advisable from time to time.

ACCIDENT LIABILITY

Purchaser understands and agrees that there are many factors outside the control of Lancair that can significantly affect the safe operation of the Lancair aircraft. Such factors include the quality of construction by the purchaser or others, performance of inspections by purchaser or others, maintenance procedures and repairs. Lancair does not warrant the integrity of component parts once they leave our facility. Purchaser agrees to inspect all components prior to assembly for shipping or other damage.

Purchaser accepts sole responsibility for construction and operation of the Lancair aircraft constructed by him/her. Due to the many factors beyond Lancair's control, purchaser releases Lancair from any liability for any bodily injury or property damage arising from his construction, maintenance and use of any Lancair aircraft. Purchaser understands and agrees that the cost of the Lancair kit would be substantially higher should such condition not be made.

Purchaser understands that proprietary information concerning the Lancair is supplied to him/her by Lancair for his/her and only his/her express use in construction of the Lancair aircraft. This includes the aircraft part and design features and all written assembly documentation. Purchaser for any use other than his/her own will not copy this material, nor will he/she allow any other persons to copy this material.

It may be necessary for Lancair to communicate with purchasers from time to time on information related to safety, changes in design, construction and operation. Thus, purchaser understands and agrees to notify Lancair of any change of address or change of ownership of the Lancair aircraft whether completed or not.

SHIPPING

All shipping costs are buyer's expense; shipping is FOB (freight on buyer) from Redmond, Oregon. Standard shipping is by motor freight (except overseas) and all shipping charges are collect. All stated crate fees are additional.

INSPECTION

Lancair is very careful to assure that the order is filled correctly and shipped securely. However, it is your responsibility to inspect your kit and/or accessory order immediately upon arrival, checking against the parts list and for shipping damage. If there are any discrepancies in your order, you must notify Lancair within thirty (30) days of receipt for any adjustments.

RESALE

Purchaser who has taken possession of an earlier non-completed Lancair kit or flying Lancair also agrees to the above terms and conditions. New purchaser understands that Lancair can not warrant the integrity, thoroughness or safety of previous purchaser's workmanship. New purchaser must carefully inspect and make his/her own evaluations.

All parts should be carefully inventoried as Lancair's files are the final determination of kit status. All subsequent kit purchases (B kits and options) will be at current price levels only.

Lancair must receive this signed agreement in order to maintain current and accurate files. Only upon receipt of this agreement will Lancair transfer and update files so that continued service bulletins and advisories can properly be corresponded.

**** Lancair also requires a signed letter as in a Bill of Sale or other documentation from previous owner stating that he relinquishes his/her ownership of the Lancair kit and transfers ownership to the second party.**

Name of Current Buyer _____

Address _____

City _____ State _____ Zip _____

Daytime phone _____ Evening phone _____

FAX _____ E-mail _____

Signature/Release _____

Spouse Signature/Release _____

Purchased From _____

Kit Serial # _____

Date of Resale _____

***Original Kit Owner (if known)** _____