

## **Hummel Aircraft Company, LLC Customer Release Form**

Hummel Aircraft Company, LLC has been established to service the needs of sport pilots as a supplier for recreational aircraft hobbyists, making available aircraft designs, kits, and parts for educational purposes. Your completion of this Customer Release Form and delivering it to us constitutes your understanding and agreement of the following conditions and requirements between you and Hummel Aircraft Company, LLC. This agreement shall be signed and agreed upon before any orders are accepted by the company.

1. No orders are accepted by Hummel Aircraft Company, LLC hereafter also called the Company, or Seller, unless accompanied by this signed Conditions of Sale and Warning Notice
2. This contract permits the buyer to build one airplane or part of it in the Custom-Built, Experimental, and/or Ultralight Category. The buyer is advised that the plans, manuals, videos, and/or parts contain proprietary rights. The buyer covenants and agrees that he will not: a) Reproduce, b) Communicate, c) Transfer, sell, exchange or modify them or any part of them, d) Permit any other person to use said drawings, manual, and/or parts, without the written permission of the Company. The sole purpose of the plans, drawings, manuals, and parts is strictly educational and there is no implied or expressed warranty. During the construction the buyer is expected and recommended to have all structures, assemblies, and workmanship, approved by the relevant government and/or aviation authority (FAA). The seller will not inspect or approve construction or installations.
3. The Buyer agrees to notify the Company in writing immediately of the sale of any plans, manuals, parts, components, or kits, whether completed or not, supplying the complete name and address of the new owner(s).
4. The Company will not be held responsible for any delays in deliveries due to delays of carriers, fires, and other Acts of God, or other causes for delay beyond its control.
5. Claims for defective materials or missing parts will be allowed only when such claims are made within thirty (30) days from the date of delivery (Inspect your order for missing or damaged parts immediately upon receipt). Damages caused by shipping are the responsibility of the buyer and/or the buyer's shipping agent.
6. Orders will not ship or be picked up by the buyers unless the order is paid in full.
7. Orders accepted by the Company may be canceled by the buyer within fifteen days of the date of order without the company's advance approval if goods were not yet shipped and the 50% deposit will be returned to the buyer within 30 days. If the goods were shipped, items may be returned and the seller will retain 20% of the deposit (restocking fee) and return the 30% of the deposit to the buyer within 30 days. All return shipping costs will be paid by the buyer.
8. There are no returns on plans, manuals, or videos.
9. Orders that buyers intend to pick up must be paid for in full and picked up within 30 days at notification from seller that items are complete. Orders that are not

paid for and picked up within 30 days, will be restocked and restocking fees in #7 apply.

10. It is the sole responsibility of the buyer to pay any applicable sales tax or usage tax, in whichever state(s), and all applicable shipping and shipping related charges.
11. All prices are F.O.B. Factory and subject to change without notice. Delivery to the Carrier shall constitute the delivery to the buyer, and the responsibility for the goods in transit shall be the Carrier's and the buyer's. A Bill of Lading (or Way-Bill) shall be sufficient evidence and proof of the date of shipment. Claims of damage in transit shall be made to the Carrier and not the Company. NOTICE: If any container or crate shows the slightest damage on delivery, it should be opened and inspected before acceptance from the Carrier, and a statement of damage made immediately. Insurance of goods in transit is the responsibility of the buyer, and the Company will not pay for goods damaged in transit, nor for shipping charges to and from the factory of returned shipments, damaged, or replacement parts.
12. This contract shall be governed by and construed in accordance with the laws of the State of Michigan, and is the only contract controlling this sale and purchase, and it contains all the agreements, expressed or implied, either verbal or in writing, made between the Company and the buyer. If any provisions of this contract shall be held to be invalid, the remaining provisions shall continue to be valid. This Agreement and the covenants, promises and agreements contained herein shall be governed in accordance with the laws of the state of Michigan, United States. This Agreement shall be deemed executed and delivered in Michigan. The parties consent to the venue of any state court sitting in Washtenaw County, Michigan, or the United States District Court, in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of any such court and irrevocably and unconditionally waive: (i) any objection any party might now or hereafter have to the venue in any such court; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. The parties acknowledge that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
13. Custom-built aircraft are licensed by the government to fly in the applicable "Experimental," "Amateur- Built" or "Ultralight," etc. category. Each aircraft is treated legally by the governing authority (FAA) as a "one-of-a-kind" in design and construction, and is liable to be unpredictable, hazardous, and even potentially lethal. Therefore, construction and operation of such aircraft may be unsafe without acquiring, studying and complying with the letter of all instructions, manuals, FAA standard building practices, and related activities pertaining thereto. The Seller does not warrant that the aircraft as constructed by the buyer, or any other person, will be airworthy, or will qualify for certification or registration by aviation authorities, or will meet the requirement of the buyer.

However, buyer and seller specifically agree that responsibility for building the aircraft or its parts shall rest solely with the buyer and that no liability shall arise from or extend from any technical assistance provided by seller.

14. Purchaser acknowledges that the assembly and construction of the product requires certain technical experience and skill. Further, seller and purchaser specifically agree that the seller cannot, and does not, warrant the ability of any individual, including purchaser, to properly assemble, construct and maintain an aircraft kit of the kind sold by seller. In exchange for such technical assistance, purchaser and seller specifically agree that purchaser shall hold harmless seller from any and all liability which may arise from any technical advice provided by seller, seller's employee, or seller's agent.
15. **EXCLUSIONS OF WARRANTIES, NO WARRANTIES. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE GOODS SOLD, THE CONSTRUCTION OF THE GOODS, THE PLANS, MANUALS OR VIDEOS, THE GOODS WORKMANSHIP, THE SAFETY OF THE GOODS DESIGN OR ANY OF THE GOODS COMPONENTS.**
16. In recognition of the above, and because they cannot control nor assure quality and accuracy of compliance with their instructions during and after construction of such aircraft, the Seller and/or Owner (and their agents, servants, employees, contractors, successors and assigns) hereby give notice to the Buyers and/or Operators (and their heirs, administrators and assigns) of this aircraft, that they carry no liability insurance.
17. **BY SIGNING THIS DOCUMENT, AND BY PROCEEDING WITH THIS ORDER, THE BUYER ATTESTS THAT SHE/HE HAS THE FULL AUTHORITY AND CAPACITY TO SIGN AND VALIDATE THIS DOCUMENT. THE BUYER(S) AND/OR OPERATOR(S), AS DEFINED ABOVE, ACKNOWLEDGE THE RECEIPT AND UNDERSTANDING OF THIS WARNING NOTICE AND SO SIGNIFY, BY THEIR DECISION TO GO AHEAD WITH PURCHASING, ACCEPTING AND OPERATING THIS AIRCRAFT, OR ANY OF ITS PARTS, AND AGREE TO HOLD THE SELLER AND/OR OWNER, AS DEFINED ABOVE, 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, ITS PLANS, PARTS AND COMPONENTS.**

Buyer Name and Address: \_\_\_\_\_

Signature and Date: \_\_\_\_\_