



Lancair International Inc.

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## **RESALE AGREEMENT**

Lancair International, Inc. (hereinafter L.I.I.), 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, that purchaser is familiar with the operating limitations, including but not limited to the maintenance obligations required of an experimental aircraft. More specifically, that purchaser has read fully and understands the entirety of the pilot's operating handbook which includes the proper operating speeds of the aircraft. If Purchaser has bought a Lancair flying aircraft, purchaser has flown the aircraft and evaluated the performance of the aircraft in the regimes published therein. Prior to taking anyone for a ride in his aircraft, the purchaser obliges himself to tell the passenger that this is an experimental aircraft, built by amateurs and may not comply with any or all of the FAR'S required of normal category aircraft. Purchaser, acknowledges that he owns a copy of the most current FAA AC 43.13, that he is familiar with Part 43, Appendix D of the FAR'S and that he understands his obligation to maintain the aircraft in accordance therewith.

The Lancair kit, when properly constructed, will reproduce the successful original aircraft. L.I.I. 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. L.I.I. 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. Purchaser understands that proprietary information concerning the Lancair is supplied to him/her by L.I.I. 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 L.I.I. 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 L.I.I. of any change of address or change of ownership of the Lancair aircraft whether completed or not.

### **ACCIDENT LIABILITY**

The purchaser acknowledges that Lancair International Inc., Neico Aviation Inc., Kit Components Inc., Lancair Avionics Inc., and any affiliates are not the manufacturer of the aircraft but only limited parts, which once modified in any fashion for assembly into a final aircraft, are deemed no longer manufactured by Lancair International Inc., Neico Aviation Inc., Kit Components Inc., Lancair Avionics Inc. and any affiliates but instead by the owner/builder of the aircraft and as such the owner/builder/purchaser, personally and his estate releases each of the said L.I.I. entities and agrees to protect, indemnify and defend said L.I.I. entities from any and all lawsuits brought by any entities claiming damages as a result of the operation of the aircraft, any crash thereof, or any personal injury sustained to either the occupants or persons on the ground and/or in the air.

Purchaser understands and agrees that there are many factors outside the control of L.I.I. 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. L.I.I. 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 International Inc., Neico Aviation Inc., Kit Components Inc., Lancair Avionics Inc., and any affiliates 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.

**SHIPPING**

All shipping costs are buyer's expense; shipping is FOB (freight on buyer) from Redmond, Oregon. Standard shipping is by U.P.S, U.S.P.S. and Federal Express. Any item that is too large to ship via the standard shipping method will be shipped by motor freight, except overseas, where a freight forwarder will be used. All shipping charges are collect. If applicable, crating fees are additional.

**INSPECTION**

Lancair takes great effort to assure that the original kit order was filled correctly. However, it is possible that the second owner of a kit may find that the kit is missing some items or that items such as epoxy or resins may be out of date and unusable. L.I.I. is not responsible to any subsequent owner of any kit for lost or missing items from said kit. However should any back orders exist in favor of the original kit purchaser at the time of resale and transfer those back orders will be honored by LII. Components which are not delivered within 5 years of the original delivery of a kit or since February 2003, will not be replaced free of charge, whether said parts were subject to backorder or not. It is your responsibility to inspect the kit you are purchasing for completeness as well as for lack of damage and/or poor workmanship. You are further obligated to inspect any and all parts you may purchase from L.I.I. or any of its affiliates. If there are any discrepancies in your order, you must notify L.I.I. within thirty (30) days of receipt for any adjustments. All parts should be carefully inventoried as the records of L.I.I. are the final determination of kit status.

**CREDIT POLICY**

Credit policy on all purchases is payment before delivery. Immediate delivery purchases over \$2,000.00 will require a cashier's check, money order or wire transfer, personal checks will require a 10 day grace period. In addition we accept Visa or MasterCard. The maximum, one time only, credit card transaction limit is \$10,000.00, then limited to \$2,000.00 per purchase. This maximum, one time only, credit card transaction can be applied to your Kit Balance, Engine, Propeller and/or the pre-wired instrument panel order. Please specify your method of payment at the time of order.

**TRANSFER POLICY**

L.I.I. requires that all Lancair International Inc. and Neico Aviation Inc. aircraft and /or uncompleted kits which are sold, transferred, bartered, donated or in anyway given to any other person, corporation or other legal entity other than the original purchaser, shall first pay a \$300.00 transfer fee to Lancair International Inc. and agree to sign and return to Lancair International Inc. this Resale Agreement prior to having said aircraft registered with L.I.I. and prior to the new owner obtaining technical support, access to Kit Components Inc. for parts purchases, access to our builder's site on the web or notification of any service bulletins. Further, the new purchaser of a flying Lancair aircraft or an uncompleted kit, and prior to the aircraft being transferred, must agree to have either flying Lancair aircraft or upon first flight of an uncompleted kit inspected by our insurance inspection team. The new purchaser must also agree to participate in any Lancair endorsed training program. Only upon receipt of this agreement and payment of the \$300.00 transfer fee, will L.I.I. transfer and update files so that service support can be continued. Upon completion of the above, a \$300.00 credit will be applied in the name of the customer (current buyer) for parts purchased through Kit Components Inc.

**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 subsequent party.**

**Name of Current Buyer** \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Daytime phone \_\_\_\_\_ Evening phone \_\_\_\_\_

FAX \_\_\_\_\_ E-mail \_\_\_\_\_

Signature/Release \_\_\_\_\_

Spouse Signature/Release \_\_\_\_\_

**Purchased From** \_\_\_\_\_

Date of Resale \_\_\_\_\_ Kit Serial # \_\_\_\_\_

**\*Original Kit Owner (if known)** \_\_\_\_\_