

# United States Purchase Agreement



**Please fill out the Purchase Agreement and return to:  
Cub Crafters, Inc.  
1918 S. 16<sup>th</sup> Ave  
Yakima, WA 98903**

**The last page of this agreement will be used for the information on your Bill of Sale. Please fill out the last page of this agreement to reflect how you would like your airplane to be registered. The FAA does not accept P.O. Boxes on Bill of Sales or Registrations, therefore, please indicate your physical address**

**This signed agreement can be faxed to Cub Crafters, Inc. at (509)248/1421  
Attention: Mitch Travis**

**Or**

**This signed agreement can also be scanned and E-Mailed to:  
[mitch@cubcrafters.com](mailto:mitch@cubcrafters.com)**

**Thank You for purchasing our CubCrafters products and  
welcome to the Cub Crafters family.**



**AIRCRAFT KIT PURCHASE AGREEMENT**

Date:   /  /  

**BY SIGNING BELOW, PURCHASER AGREES TO PURCHASE THE AIRCRAFT KIT, ACCESSORIES, AND EQUIPMENT SPECIFIED IN THE ATTACHED ORDER FORM, AND IS SUBJECT TO THE TERMS, CONDITIONS, WARRANTY DISCLAIMERS, AND LIMITATIONS OF LIABILITY SET FORTH ON PAGES 1-4 OF THIS AGREEMENT**

**PURCHASER**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: (    ) \_\_\_\_\_ Cell: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**SELLER**

Name: CUBCRAFTERS, INC.  
Address: 1918 SOUTH 16<sup>th</sup> AVENUE  
City/State/Zip: YAKIMA, WA 98903

**NOT BINDING UNTIL ACCEPTED BELOW BY SELLER**

Signed: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

This Agreement constitutes the entire Agreement of the parties with respect to the purchase and sale of the Aircraft Products described in the attached order form. Purchaser and Seller agree that:

**1. Payment Options & Terms:**

CubCrafters, Inc. kit ordered new:

- i. **First Payment - Initial Deposit:** A deposit must be made in the amount of 1/3 of the total for the AIRCRAFT KIT(S).
- ii. **Final Payment:** Due in full one week (7 days) prior to the Aircraft Kit being shipped. The balance due shall be the Total Selling Price less the Total Cash Payments to date. At no time will any Aircraft Products be shipped prior to payment in full.

2. **Payment Method:** Purchaser agrees to pay the total purchase price detailed on the attached order form. All Aircraft Products are sold for cash, payable in lawful money of the United States of America, or via personal or company check, money order, certified funds or bank wire transfer. Details of payment options and instructions are available at [www.cubcrafters.com](http://www.cubcrafters.com). Unless otherwise noted or agreed upon in writing, all prices are FOB Yakima, WA. Delivery of the Aircraft Kit will be delayed approximately seven (7) days if payment is made by personal or company check.

3. **Subsequent Orders:** Purchaser agrees to pay, in addition to the price specified on the attached order form, for all additional equipment not specified herein but subsequently ordered.

4. **Delivery:** At the time of closing, the Aircraft Kit will conform to the current specifications in all material respects and will incorporate the standard equipment and all optional equipment specified by the buyer and incorporated herein. Seller shall also have the right to substitute equipment if, in its sole discretion, such substitute equipment constitutes a product improvement. Seller may subsequently adjust the Total Selling price accordingly. The projected delivery date of the Aircraft Kit is not guaranteed and subject to change without notice. Seller shall give the purchaser notice at least fourteen (14) days prior to the date that the Aircraft Kit will be available (the "Scheduled Delivery Date") so that Purchaser can make the necessary arrangements to pay for and take delivery of the Aircraft Kit.

5. **Purchaser's Inspection of the Aircraft Kit Products:** Whereas CubCrafters, Inc. has packed and inventoried the complete contents of this Aircraft Kit. A packing slip is provided with each Aircraft Kit and needs to be inventoried within thirty (30) days of receipt of Aircraft Kit. Any discrepancies found by the Purchaser during this inventory will be addressed by the Seller. Any discrepancies or part shortages found by the Purchaser after the thirty (30) day inventory period will be the sole responsibility of the Purchaser.

6. **Failure to Accept Delivery:** If Seller gives notice that the Aircraft Products are ready for delivery and if: (i) Purchaser fails to take delivery and pay for the Aircraft Products within ten (10) business days after Seller's notice, then: (a) Seller may add to the Total Purchase Price such additional amounts as shall reasonably reimburse the Seller for the additional costs and expenses incurred by Seller since the actual delivery date is advanced as a result of that delay. (b) These costs may include but are not limited to: the costs of storage, insurance, taxes, and interest on any late payment (calculated at two percent [2%] in excess of the prime rate as published in the Wall Street Journal, as such rate may fluctuate over time until the overdue payment is made). If such delay exceeds thirty (30) days, then (a) the Total Deposit shall be retained by Seller as liquidated damages and not as a penalty, (b) this Agreement shall terminate, (c) Seller shall have no further obligations under this Agreement, and (d) Seller shall have the right to sell the Aircraft Products in such manner as it may deem advisable.

7. **Deposit:** Should the Purchaser decide to cancel the order for aircraft kit order, a ten (10%) percent fee will be deducted from the initial deposit for the total amount of the Aircraft Kit (s) purchased. Purchaser acknowledges that damages for his failure to fulfill this Agreement are uncertain and are not readily ascertainable at the time of this Agreement, the amount of the deposit is a reasonable estimate of Seller's

likely actual damages, and it would otherwise be inconvenient and not feasible for Seller to obtain a remedy.

8. **Delivery Delays:** Seller shall not be liable for failure to deliver or delays in delivery due to causes beyond its control, including without limitation strikes, lockouts or other labor difficulties, delays by the manufacturer/vendors/suppliers, inability to obtain shipping space or transportation, delays of carriers or suppliers, fires, floods, acts of God, terrorism, war or other outbreak of hostilities, mobilization, civil commotion, riots, embargoes and domestic or foreign governmental regulations or orders. Delivery dates will be extended to the extent of delays resulting from the circumstances described above. No delivery shall be deemed overdue regardless of cause if delivery is made within ninety (90) calendar days from the estimated delivery date. If for any reason delivery is delayed more than ninety (90) calendar days beyond the estimated delivery date, Purchaser shall have the right to make written demand for return of the deposit and, upon receipt by Purchaser of the deposit, this Agreement shall terminate and Seller shall have no further obligation to Purchaser. Regardless of cause, Purchaser's sole remedy and Seller's sole liability for failure to deliver, or delay in delivery, is limited to the return of that part of the deposit which Purchaser paid to Seller for the Aircraft Products which were not delivered.

**Termination:** Purchaser's sole remedy for Seller's failure to deliver the Aircraft Kit shall be termination of the Purchase Agreement. In the event that the Seller has failed to deliver the Aircraft Kit within one hundred and twenty (120) days after the original Scheduled Delivery Date, plus an additional period of time equal to the duration of delays, if any, then the Purchaser shall be entitled to give seller notice of Purchaser's intent to terminate this agreement.

Seller shall retain the right to terminate this Purchase Agreement upon the occurrence of any of the following events of default:

- (a) Purchaser is late in making any payment required under the terms of this agreement.
- (b) Purchaser fails to provide Seller with any change of address or other revised contract information necessary to send notices to Purchaser, such that Seller is unable to establish contact with Purchaser for a period of more than forty-five (45) days, despite Seller's reasonable efforts to do so.
- (c) A proceeding is instituted by or against Purchaser under any law of bankruptcy, insolvency, or financial hardship.

Upon occurrence of any of these causes Seller may give notice to Purchaser of its intent to terminate this Purchase Agreement. If Purchaser has not cured such default within ten (10) days of such notice, Seller may give notice to Purchaser that the Purchase Agreement has been terminated, and Seller shall thereupon be entitled to retain, as liquidated damages and not as penalty, any and all of the Total Deposit that has been collected to date.

9. **Title:** Title to the Aircraft Kit Products shall pass to Purchaser when the Finish Kit (finish kit includes the data plate) is delivered to the Purchaser.
10. **Taxes:** Purchaser shall assume and pay all taxes, fees, assessments, duties or similar governmental charges and fees (collectively "Taxes") on the sale of all Aircraft Products, including without limitation any penalties, fines or interest thereon incurred in connection with the sale of the Aircraft Products. Purchaser shall indemnify, defend, and hold Seller harmless from and against the payment of all such Taxes.
11. **Disclaimer of Warranties:** Seller warrants only that it has title to the Aircraft Products. In addition and without limiting the foregoing the Aircraft Products are sold "AS IS" and "WITH ALL FAULTS." CubCrafters, Inc., CubCrafters Services, and all of the vendors and suppliers expressly disclaim all express or implied warranties or representations of any kind or nature whatsoever related to the Aircraft Products, including without limitation warranties of merchantability, fitness for a particular purpose, and warranties regarding the condition, design, quality, capacity, and compliance with the requirements of law except as expressly set forth in: (i) the written, limited warranties (if any) from vendors and suppliers which are delivered at closing.
12. **Limitation of Liability:** Seller shall not be liable to Purchaser or to any third party for any defect, either latent or patent, in the Aircraft Products or for any other matter disclaimed. Seller shall have no liability for claims of any kind arising from or in any way connected with the Aircraft Products or this Agreement. Without limiting the foregoing, in no event shall Seller be liable to Purchaser or to any third party for any direct, indirect, special, incidental, consequential, punitive, exemplary, or any other type of damages directly or indirectly arising out of this Agreement or the Aircraft Products, including without limitation for loss of use of the Aircraft Products, lost profits, or for any interruption in Purchaser's business occasioned by Purchaser's inability to use the Aircraft Products, even if Seller has been advised of the possibility of such damages. The price stated for the Aircraft Products is a consideration in limiting Seller's liability and Purchaser's remedy.
13. **Indemnification by Purchaser:** Purchaser shall defend, indemnify and hold harmless Seller, and its directors, officers, employees and agents from and against all claims, demands, suits, obligations, liabilities, damages, losses, judgments, costs and expenses (including without limitation reasonable attorneys' fees) which may be asserted against or recoverable from any of them and which arise out of or are in any manner connected with the Aircraft Products or this Agreement, including without limitation by reason of injury to or death of any person, or by reason of loss of or damage to the Aircraft Products or to any other property. Notwithstanding the foregoing, Purchaser shall not be obligated to defend, indemnify, or hold harmless Seller from any claims which arise solely from Seller's own gross negligence or willful misconduct.
14. **Enforceability:** If any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without affecting the remainder of such provision or the remaining provisions of this Agreement which shall continue in full force and effect.

15. **No Assignment:** Neither party may assign this Agreement without the prior written consent of the other party, except Seller may assign this Agreement to any entity affiliated with Seller without obtaining Purchaser's consent.
16. **Notice:** Any notice under this Agreement shall be deemed to have been given by one party to the other if it is in writing and it is: (a) delivered in person, (b) deposited with a recognized overnight mail or courier delivery service, (c) deposited in the United States Mail, certified mail, with postage prepaid, addressed as indicated on the first page of this Agreement, or to such other address as designated by notice given in accordance with this Paragraph, or (d) delivered electronically by email. Notice shall be deemed to have been given on the date of delivery if delivered personally or by overnight delivery, or on the third business day after mailing as provided above; provided, however, a notice not given as stated above shall, if it is in writing, be deemed given if and when actually received by a party.
17. **Attorneys' Fees:** If any action is brought to enforce any term of this Agreement, the prevailing party in this action, whether plaintiff or defendant, shall be entitled to recover his or its reasonable attorneys' fees (including without limitation paralegal's fees), plus costs, from the non-prevailing party whether at trial or on appeal.
18. **Governing Law and Venue:** State of Washington law shall govern this Agreement without regard to choice of law provisions. The venue for any litigation that may arise under this Agreement shall be in a state or federal court of competent jurisdiction in Yakima County, State of Washington notwithstanding the fact that one or more parties is now or may become a resident of a different county, state, or country.
19. **Waiver of Jury Trial:** EACH PARTY WAIVES HIS OR ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER, OR THE PERFORMANCE OR ENFORCEMENT OF ANY SUCH RIGHT OR OBLIGATION.
20. **Binding Effect:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties, their successors and permitted assigns. Each party represents and warrants that it has full right and authority to enter into this Agreement.
21. **Entire Agreement:** This Agreement embodies the entire Agreement between the parties and cancels and supersedes all other previous Agreements and understandings relating to the subject matter of this Agreement, written or oral, between the parties. There are no Agreements, representations or warranties between the parties as to the subject matter hereof other than those set forth or provided herein.
22. **Amendment and Waiver:** No amendment or variation of the terms or conditions of this Agreement shall be valid unless in writing and signed by all parties. No waiver shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.
23. **Interpretation:** The subject headings of the articles, sections and subparagraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions. Whenever the context of this Agreement requires, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.
24. **Waiver And Release Of Liability:** This document acknowledges the release of liability of Cub Crafters, Inc. by the purchaser of one experimental aircraft kit, and or aircraft kit parts. The undersigned understands and acknowledges that this waiver and release of liability agreement applies to the purchase, manufacture and subsequent operation of said aircraft. The undersigned also understands that such operations may be dangerous and may result in injury, including death, and the undersigned assumes this risk. The undersigned also acknowledges that no representations or inducements, other than the below terms herein, have been made by anyone to the undersigned.

For and in consideration of Cub Crafters Inc. kit aircraft, the undersigned voluntarily releases, discharges, waives, and relinquishes any and all actions or causes of action (known or unknown) for engaging in manufacture or subsequent operation of said kid aircraft. And the undersigned does for himself/herself, his/her heirs, next of kin, personal representative, executors, administrators, successors, agents, assigns and insurers, release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for himself/herself or for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, prosecute, or present any claim for personal injury, property damage or wrongful death against Cub Crafters Inc., its officers, agents, servants, or employees, in construction or operation of said kid aircraft for any of said actions or causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise.

The undersigned, for himself/herself, his/her heirs, next of kin, personal representatives, executors, administrators, successors, agents, assigns and insurers, agrees that this agreement shall be governed only by the laws of the State of Washington, consents to the jurisdiction of the State of Washington only, and waives any other jurisdiction for any suit, action, notice, claim, or other legal proceeding arising out of this Agreement, and further agrees that the venue of any such suit or action shall be laid in the County of Yakima and the State of Washington.

IT IS THE INTENTION OF THE UNDERSIGNED BY THIS INSTRUMENT, ON HIS/HER OWN BEHALF, AND ON BEHALF OF HIS/HER HEIRS, NEXT OF KIN, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AGENTS, ASSIGNS AND INSURERS, TO EXEMPT AND RELIEVE CUB CRAFTERS, INC., ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND SUCCESSORS, FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE AND WRONGFUL DEATH CAUSED BY NEGLIGENCE IN THE DESIGN OF AND MANUFACTURE OF THE COMPONENTS SOLD AS THE KIT AIRCRAFT.

I HAVE CAREFULLY READ AND UNDERSTAND AND I HAVE VOLUNTARILY SIGNED AND AGREED TO THIS WAIVER AND RELEASE AGREEMENT

PURCHASER: \_\_\_\_\_

DATE: \_\_\_\_\_

**\*\*IN ADDITION\*\***

Please provide the formal name/entity, street address and phone number to be documented on the Bill Of Sale for your aircraft kit:

Mr. / Mrs. First \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_

-and if applicable-

Entity \_\_\_\_\_ Title \_\_\_\_\_

Street \_\_\_\_\_ Apt/Ste# \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_