

PURCHASE ORDER

Larry Mauro
 1015 Lochmont Drive
 Brandon, FL 33511

Kit Serial No. _____

Order No. _____

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____

SHIP TO NAME _____

SHIP TO ADDRESS _____

CITY _____ STATE _____ ZIP _____

SHIP TO PHONE _____

	Date	By
AIR FRAME KIT Shipped		
Back Orders:		

This is a Firm Order for the items specified below.

EASYRISER KIT consists of the following:	PRICE	AMOUNT
1. Complete set of plans and instructions 2. Complete materials as called for in the plans for the construction of EASYRISER, consisting of: spars, struts, wing tips, rudder kit, ready-to-install aluminum ribs (complete), control cable with fittings, strut brackets, bolts, nuts, washers, lock pins, strut-bracing cable, wing connectors, gussets, rudder horns, screws, pop rivets, spars, joiners, black anodized hang tubes and controls preassembled, wing covering fabric, glue**, dope**, thinner**, tape, rib stitch kit and fairings. All parts in the kit are prefabricated: tubing bent, drilled and precision ground to fit, all ready to assemble. **Overseas orders deduct \$100 and buy these items locally. 3. Complete flight manual, and video for training in the piloting of the EASYRISER.	\$ 2400.00	
OTHER		\$
DWYER WIND SPEED INDICATOR	\$ 20.00	\$
NICO PRESS SWAGING TOOL	\$ 18.00	\$

	Ch#	Amt.	Date	By
Deposit				
Final Payment				

SUBTOTAL	\$
*SALES TAX	\$
TOTAL	\$
DEPOSIT	\$
BALANCE DUE	\$

NOTES

THE UNDERSIGNED PURCHASER AGREES THAT HE HAS READ THE TERMS AND PROVISIONS SET OUT ON PAGE 2 HEREOF AND THAT SUCH TERMS AND PROVISIONS ARE INCLUDED IN AND ARE A PART OF THE PURCHASE ORDER ALL AS IF FULLY SET FORTH ON THE FACE HEREOF, (UNDER 18 MUST BE SIGNED BY PARENT OR GUARDIAN).

Signed _____ Date _____

Accepted and confirmed this _____ day of _____, 20____ for LARRY MAURO a deposit of \$ _____

(Check No _____) by _____

PURCHASE ORDER

In the following terms and provisions of sale, the term Seller is used to designate LARRY MAURO, the term Manufacturer is used to designate LARRY MAURO, and the term Buyer is used to describe the buyer of the products covered by this purchase order.

This purchase order, when accepted by Seller becomes a binding contract of purchase and sale of the products shown on the face hereof upon the terms and provisions herein specified:

1. As far in advance as is practicable, the Seller will notify Buyer of the specific date when the products ordered will be ready for delivery, which date is herein referred to as the "fixed delivery date", and Buyer agrees to accept delivery on said date, or within a reasonable time thereafter, not to exceed seven (7) days. Purchaser further agrees to pay to LARRY MAURO the Final Balance payment on this order as shown herein, not later than fifteen (15) days BEFORE the fixed delivery date notified to him. Alternately, the purchaser shall have the option to elect Cash-on-Delivery (C.O.D.) shipment to him only on air freight orders, no C.O.D. by truck acceptable.
2. Buyer agrees in addition to the price specified herein to pay for all special equipment not specified here but subsequently ordered, and to pay for such special equipment as otherwise ordered not later than fifteen (15) days before the fixed delivery date.
3. Buyer further agrees that if Buyer has not accepted delivery of the products covered by this purchase order within twenty-one (21) days from the fixed delivery date, Seller shall have the right to sell such products in such manner as it may deem advisable, free and clear of any claim for damages of any kind or character whatsoever which Buyer or any other person claiming under or through him, may have arising out of such sale; and further, that Seller may retain any deposits paid with this purchase order and apply the same to the payment of any loss or damage suffered by Seller by reason of Buyer's failure to accept such delivery: or at sellers option said amount may be retained as liquidated damages.
4. The products purchased herein are covered by the following Manufacturer's warranty and no other warranty:
 - (a) Manufacturer warrants each new aircraft materials package to be free from defects in material and workmanship under normal use and service, provided, however, that the liability of Manufacturer under this warranty is limited to replacing and repairing any part or parts of such product which shall, within thirty (30) days after delivery of such materials to the Buyer from Manufacturer's factory be returned to Manufacturer with transportation prepaid, and which shall upon examination by Manufacturer be disclosed to the satisfaction of Manufacturer to have been thus defective. This warranty shall not in any way apply to or cover any products purchased herein which may in any manner be altered or repaired outside of the manufacturer's factory.
 - (b) The Warranty provisions contained in section (a) of this paragraph are expressly in lieu of (and Buyer hereby waives) all other warranties, express, statutory, or implied in fact or by law, and all other remedies against Seller for consequential or other damages, arising out of the sale, use or operation of the products purchased herein AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE MADE IN CONNECTION WITH THE SALE OF THE PRODUCTS PURCHASED HEREIN. Seller neither assumes nor authorizes any other person or business organization to assume for it any other warranty or liability in connection with the sale, use, or operation of the products purchased herein.
5. Seller shall not be liable to the Buyer in any way for failure or delay in making delivery on the delivery date specified by Seller, where such delay arises from failure to secure sufficient skilled labor, materials, parts or any other essential elements, necessary to the completion of said materials package, or for delays caused by strikes, fires or causes beyond its control thereof, or where delivery is prohibited or prevented by or pursuant to any law or regulation whether or not arising out of Seller's violation thereof and non-compliance therewith; and Buyer hereby releases and discharges Seller from any and all liability for damage or loss arising from the failure of Seller to make delivery for any of the causes herein specified.
6. It is further agreed that this purchase order, when accepted by Seller, is the only contract controlling this sale and purchase, and that it contains all agreements, expressed or Implied; either verbal or in writing, and Buyer acknowledges receipt of a copy of the same.