

# KITPLANES FOR AFRICA (PTY) LTD

Reg no 2005/032019/07

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## SALE AGREEMENT

Agreement of Sale as between: KITPLANES FOR AFRICA (PTY) LTD (hereinafter referred to as "the seller")

and

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(hereinafter referred to as "the purchaser").

Both parties hereby agree to the following conditions:

1. The product to be sold in terms of this agreement is the manual, components and raw materials to build one BUSHBABY/ EXPLORER/ SAFARI NTCA AIRCRAFT. It is neither an assembled aircraft nor a quick build kit.

The Bushbaby aircraft has been issued with a SACAA type acceptance certificate J15/12/441 and AW 03089 and the company Kitplanes for Africa is a SACAA approved Manufacturing Organisation (M660).

KITPLANES FOR AFRICA, a South African company, (seller) is the owner of the BUSHBABY/EXPLORER/SAFARI design and sole distributor of the manuals and materials.

2. It is hereby agreed by both parties that ownership of the object of sale will not pass until the full amount payable for the items delivered are received by the seller.

Purchaser agrees to pay the full amount due for the kits, including all crating and shipping charges before the time and date arranged for shipment of the kit.

The BUSHBABY kit may be purchased in separate sub-kits or as one complete kit. Quoted prices are subject to change. Upon receipt of a written order, this signed purchase agreements and the requested deposit the seller will supply a date for delivery.

3. It is the responsibility of purchaser to check the contents of the kit when delivered. The Seller warrants that it will replace, repair or supply without charge any defective or missing

parts or components if notified within **30 (thirty)** days after date of acceptance. The final decision on whether a part is defective remains with the seller. The buyer is responsible for the courier/ postage fee of the part(s). The Seller does not warrant any part after it has been assembled or used in the aircraft.

If the part is to be replaced, the removal of the part from the aircraft and the shipping costs are for the purchaser's account. THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Any claims for damage to goods in transit are to be made by purchaser directly to the courier company. If the kit is sold by the original purchaser, all warranties become void for the new owner.

4. Purchaser understands that the owner, being the builder of the aircraft, is considered to be the manufacturer and therefore accepts sole responsibility for the construction, operation and maintenance of the aircraft. Purchaser also understands that the BUSHBABY/ EXPLORER / SAFARI was designed to be an NTCA (Non type certified aircraft) and as such is cannot be issued with a Certificate of Airworthiness. Purchaser also accepts responsibility for complying with the appropriate building, registration, licensing and operating regulations of the South African Civil Aviation Authority. As many factors beyond the control of the designer affect the operational safety of this aircraft the PURCHASER HEREBY INDEMNIFIES THE SELLER AND ITS SUPPLIERS, AGENTS AND EMPLOYEES FOR ANY DAMAGES, SUITS AND/OR CLAIMS FOR ANY DEATHS, BODILY INJURY OR PROPERTY DAMAGE INVOLVING A BUSHBABY AIRCRAFT. THIS RELEASE IS GIVEN IN RECOGNITION OF THE INHERENT DANGERS OF AVIATION AND TO PROTECT THE SELLER SHOULD ANY CLAIMS OF NEGLIGENCE, DEFECTIVE DESIGN, DEFECTIVE MATERIALS AND/OR WORKMANSHIP ARE STATED AT ANY STAGE.
5. The Purchaser understands that the plans and accompanying manuals and kits contain information proprietary to seller and it is supplied to Purchaser solely for his own use and to construct his own aircraft from the kits supplied. The Purchaser agrees not to duplicate any parts supplied in the kit, not to copy any manuals, not to trace, photograph, or otherwise record dimensional or any other information from parts or drawings supplied by seller or to permit others to do the same.
6. It is necessary for seller to communicate important safety information to builders and operators from time to time. Purchaser therefore agrees to notify KITPLANES FOR AFRICA promptly of any change in address or sale of the aircraft. With change of ownership, the terms of this agreement becomes applicable to the new owner/s or the aircraft, and it should be passed on to such person/s.
7. No clause in this agreement shall be altered and no other conditions be added unless reduced to in writing and signed by both parties involved in this agreement.

We have read, understand and agree with all the terms and conditions stated in this agreement and will comply with them.

THUS DONE AND SIGNED BY THE SELLER

AT ..... OF THIS ..... DAY OF .....

THUS DONE AND SIGNED BY THE PURCHASER

AT ..... OF THIS ..... DAY OF .....

SELLER

PURCHASER

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WITNESS

WITNESS

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