



General Order Form

Fisher Flying Products

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905-838-1050 Fax: 416-352-5718 www.fisherflying.com

| | | |
|---|------------------------------------|---------------------|
| Name: | Date: | |
| | Home Tel: | |
| Address: | Day Tel: | |
| | Fax: | |
| | E-mail: | |
| | Price | Amount |
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| FFP Decal (shipping included in North America) | \$9.99 | |
| FP-202 Koala Decal (shipping included in North America) | \$9.99 | |
| Super Koala Decal (shipping included in North America) | \$9.99 | |
| Construction DVD (3 Disc Set—shows techniques used to build a typical FFP aircraft) | \$75 | |
| The Dream DVD | \$15 | |
| Book - Tips for Building the Dakota Hawk (North American shipping included – international destinations add \$15) | \$34 | |
| | | |
| | Shipping (quoted per order) | |
| | Taxes (if applicable) | |
| | TOTAL (US Funds) | |
| Payment Method: <input type="checkbox"/> Check Enclosed | Card | Exp. |
| Credit Card: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard | No. _____ - _____ - _____ - _____ | Date ____/____/____ |
| Signature _____ | | CVV ____ |

PLEASE READ AND SIGN BELOW:

1. Kit prices are prices in effect the day the order is received.
2. A 50% deposit must accompany kit orders.
3. Customer-instigated delays may result in price increases.
4. Kits must be paid in full before they can be shipped.
5. \$500.00 non-refundable if order is cancelled.
6. Payment in US funds: check, money order, or Visa/Mastercard
7. Kit/plans orders must be in writing (mail, fax, or scanned e-mail)
8. Prices are FOB Woodbridge, ON
9. Freight charges payable on delivery
10. Prices are subject to change without notice

Signature: _____

TERMS, LICENCE AND WAIVER OF LIABILITY

THIS IS AN IMPORTANT DOCUMENT. YOU MUST CAREFULLY READ IT BEFORE SIGNING IT.

SIGN AND RETURN BEFORE SHIPMENT: You must sign this form below and send it to Fisher Flying Products Inc. ("**Fisher Flying**") with your Order. Without your signed agreement, Fisher Flying will not ship the items which you have ordered. Those items, whether they are plans, manuals, parts, components, kits or some other product of Fisher Flying, are called collectively the "**Products**". This form when signed by you and accepted by Fisher Flying is called the "**Agreement**".

PAYMENT: If you are ordering plans only, Fisher Flying requires that you pay the entire amount due when you submit your order. If you are ordering parts or kits, Fisher requires payment of 50 % of the price, taxes and shipping costs with your order and the balance before shipment.

NO REFUND: Your payments to Fisher Flying will not be refunded.

DELIVERY: When your order is ready for shipment, Fisher Flying will notify you and then you will have 30 days to arrange shipment to you of the Products. If you do not, Fisher Flying will be entitled to cancel the order, keep your payments and re-sell the Products ordered.

SHIPMENT: Once you, your representative, or a common carrier receives the Products you ordered, Fisher Flying bears no further liability for their loss or damage. If you ask Fisher Flying to delay shipment, or if Fisher Flying ships or delivers the Products incorrectly as a result of inaccurate, incomplete or misleading information that you supplied, you are responsible and have to pay for storage and any additional costs before shipment.

BEYOND OUR CONTROL: Fisher Flying is not liable for any loss or damage due to any requirement of a governmental agency or authority, shortage of raw material, strikes or other labour trouble, fire, riots, wars, acts of God or other causes beyond the control of Fisher Flying.

RETURNS: You must make all claims for defective materials or missing parts within 30 days from the date of delivery of the Products to you. If you want to return any of the Products, you need Fisher Flying's written consent. If you have a valid claim, the Products in question will be replaced by Fisher Flying. That is your only remedy.

INTELLECTUAL PROPERTY: The Products are proprietary to Fisher Flying. Fisher Flying owns all trade-marks, trade names, patents, copyrights, know-how, processes, inventions, industrial designs or other similar property ("**Intellectual Property**") in and to the Products. Fisher Flying grants to you a non-exclusive, non-transferable license to use the Products for the sole purpose of constructing a single aircraft from the Products. You will not sub-license the Intellectual Property to any person. The making of copies of the Products, including all plans and manuals, or any portion thereof, is strictly prohibited. You will report any infringement of the Intellectual Property or claims to ownership of the Intellectual Property, of which you become aware, to Fisher Flying in writing.

SINGLE AIRCRAFT: You will construct only one aircraft from the Products and not use the Products for any other purpose. You will not alter the Products except as may be necessary to construct an aircraft with them. You will not combine the Products with other products from any other source.

NO RE-SALE: Fisher Flying is selling the Products to you for your exclusive personal use. You will not reproduce, communicate, sell, or transfer in whole or in part the Products to any other person. If for any reason a transfer does occur, you will notify Fisher Flying in writing immediately of the transfer and provide the complete name and address of the person in possession.

EXCLUSION OF WARRANTIES: ALL WARRANTIES, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE PRODUCTS OR AN AIRCRAFT CONSTRUCTED WITH THE PRODUCTS. In particular, Fisher Flying does not warrant that the aircraft constructed with the Products will: (i) be airworthy; (ii) qualify for certification or registration required by the relevant government or aviation authority; or (iii) meet your other requirements.

TECHNICAL ASSISTANCE: Fisher Flying may provide technical assistance to you. By providing such help, Fisher Flying does not assume any liability.

CONSTRUCTION, INSPECTION AND OPERATION: When using the Products for construction, you will observe all appropriate safety precautions and get appropriate technical help to ensure the aircraft is well constructed. After construction of an aircraft with the Products, you will have the aircraft inspected and approved for use by the relevant government or aviation authority before operating it. You will ensure that no one will operate the aircraft unless he or she is a certified and qualified pilot.

ASSUMPTION OF RISK: You understand that constructing, operating or travelling in an aircraft can result in **SERIOUS INJURY** or **DEATH** and you assume this risk.

RELEASE: YOU RELEASE FISHER FLYING, ITS AFFILIATES, SUCCESSORS, ASSIGNS AND ALL PERSONS FOR WHICH IT IS LEGALLY RESPONSIBLE, INCLUDING WITHOUT LIMITATION THE EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS OF FISHER FLYING, FROM ALL ACTIONS, CAUSES OF ACTION, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, DAMAGES AND LIABILITIES ARISING DIRECTLY OR INDIRECTLY FROM YOUR PURCHASE, USE, CONSTRUCTION (WITH OR WITHOUT TECHNICAL ASSISTANCE BY FISHER FLYING), OR OPERATION OF ITS PRODUCTS OR AN AIRCRAFT CONSTRUCTED WITH THE PRODUCTS.

DAMAGES: Under no circumstances is Fisher Flying liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expenses.

INDEMNITY: YOU HOLD HARMLESS AND INDEMNIFY FISHER FLYING, ITS AFFILIATES, SUCCESSORS, ASSIGNS AND ALL PERSONS FOR WHICH IT IS LEGALLY RESPONSIBLE, INCLUDING WITHOUT LIMITATION THE EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS OF FISHER FLYING, FROM ALL ACTIONS, CAUSES OF ACTION, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, DAMAGES AND LIABILITIES ARISING DIRECTLY OR INDIRECTLY FROM YOUR PURCHASE, USE, CONSTRUCTION (WITH OR WITHOUT TECHNICAL ASSISTANCE BY FISHER FLYING), OR OPERATION OF ITS PRODUCTS OR AN AIRCRAFT CONSTRUCTED WITH THE PRODUCTS.

ENTIRE AGREEMENT: This Agreement is the entire agreement between you and Fisher Flying with respect to your order and the Products and replaces all prior agreements, understandings and negotiations, both written and oral, between you and Fisher Flying. This Agreement cannot be amended unless Fisher Flying agrees in writing.

SEVERABILITY: If a court decides that any part of this Agreement is invalid or unenforceable, that will not affect the rest of the Agreement.

NON-WAIVER: Even if Fisher Flying delays or fails to exercise any of its rights, powers or remedies in this Agreement, it does not waive its rights, powers and remedies and is free to use them in the future.

BINDING EFFECT: This Agreement is for the benefit of and binds the parties and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns. Fisher Flying can assign this agreement to an affiliate.

GOVERNING LAW: This Agreement is governed by the laws of the Province of Ontario and the applicable federal laws of Canada. You and Fisher Flying agree that any legal dispute will be made or heard only in the courts of the Province of Ontario and any court that hears appeals from those courts.

I HAVE READ AND FULLY UNDERSTOOD ALL PARTS OF THE AGREEMENT AND RELEASE AND AGREE TO ITS TERMS.

BUYER'S NAME: _____ **SIGNATURE:** _____

ADDRESS: _____

DATE: _____ **TELEPHONE:** _____