



Sonex Aircraft, LLC
511 Aviation Road
Oshkosh, WI 54902
(920) 231-8297
Fax: 920-426-8333
www.sonexaircraft.com

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Sonex Aircraft Builder/Owner-

Your signature on the Waiver of Liability and Articles of Agreement must be on record for any business to proceed with Sonex Aircraft including continued sales and shipments and membership to the company internet web store and discussion forums. For more information on Sonex terms and conditions, please go to:
http://www.sonexaircraft.com/eshop/cart.php?target=help&mode=terms_conditions

Instructions for Filling out the Sonex Articles of Agreement & Waiver of Liability:

Please fill out and sign the Sonex Waiver of Liability and Articles of Agreement on pages 2 and 3 and return both documents. Sonex Aircraft, LLC will then return a copy for your records.

The following sections must be filled out and signed in order for the Waiver of Liability and Articles of Agreement to be valid. Please use this list as a checklist to ensure all sections have been filled in properly.

- The day, month, year at the top of Page 2.
- The Name [“sole owner”, “primary owner” or “build partner”] (if a corporate entity is the buyer, then write both corporate entity name and buyer name), Telephone, E-mail, and Street Address also at the top of Page 2.
- Check one of the boxes.
 - Sole Owner” – You are the sole owner.
 - OR-
 - Primary Owner” – You are the primary owner. You have build partners who will be filling out their own agreements.
 - OR-
 - Build Partner” – You are the build partner. Another individual is the actual owner.
- The Buyer’s Signature and Date at the bottom of Page 2.
- The Buyer’s Signature and Date at the bottom of Page 3 under “Pay an extra \$5,000” and not sign the agreement.
- OR-
- The Buyer’s Signature and Date at the bottom of Page 3 under “Pay nothing extra.” and sign the agreement.

Please note:

-Building Partnerships are becoming more and more common. Sonex Aircraft requires all project and flying aircraft partners have the Waiver of Liability and Articles of Agreement on file.

-Sonex Aircraft respectfully requests that one partner be chosen as the “primary owner” used for correspondence with the factory and all part shipments. This reduces confusion at the factory and lessens the risk of errors in shipment.

Please contact Sonex Aircraft with any questions.

Sincerely,

Jeremy T. Monnett
CEO



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www.sonexaircraft.com

Serial #: _____
 -office use-

Please read carefully, complete, sign and return.

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT, made this ____ day of _____, 20____, between SONEX AIRCRAFT, LLC a Wisconsin corporation, 511 Aviation Road, Oshkosh, Winnebago County, Wisconsin 54902 (Seller) and

Name <i>(please print)</i>	Telephone	Email
Street Address (Buyer)	City, State/Province	Postal Code Country
<input type="checkbox"/> Sole Owner - <input type="checkbox"/> Primary Owner - <input type="checkbox"/> Build Partner <small>(check one box)</small>		

WHEREAS, Seller desires to sell and Buyer agrees to purchase one set of experimental aircraft plans (“PLANS”) solely for Buyer’s personal or educational use and enjoyment; and

WHEREAS, Buyer understands and appreciates the experimental nature of the Plans and that Seller has no control over Buyer’s application or use of said plans; and

WHEREAS, Buyer relies solely on his/her/its own skill and judgment in the purchase and use of said plans and is solely responsible for their use.

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Buyer agrees that the purchase of one set of Sonex Aircraft, LLC plans carries with it the license to build one Sonex, Waix, Xenos, or Onex Aircraft (“Aircraft”) of the serial number given on the plans.
2. Buyer agrees that the purchase of the plans does not carry the right to duplicate and/or manufacture and sell materials, kits, or components for the Aircraft.
3. Buyer agrees the plans cannot be used or duplicated without the expressed written consent of Sonex Aircraft, LLC.
4. Buyer agrees the purpose of the plans is strictly educational and there is no stated or implied guarantee.
5. Neither this Agreement nor any right or duty conferred hereunder shall be assigned, conveyed or transferred by Buyer without the prior written consent of the Seller. If any amount due to Seller by Buyer pursuant to the terms hereof shall be collected by law or through an attorney-at-law, Buyer agrees to pay all costs and expenses incurred for collection, including reasonable attorney’s fees. This Agreement shall be binding on the parties hereto and their respective successors and assigns. This Agreement shall be governed in accordance with the laws of the State of Wisconsin. This shall be the complete and entire agreement between the parties.
6. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted in the jurisdiction by whose law it is interpreted. All of the terms of this agreement are severable to each other and will survive the invalidity of any other term.

IN WITNESS WHEREOF, the parties hereto have carefully read and understand this Agreement and are entering this Agreement on their own free will.

-SONEX AIRCRAFT, LLC

Dated: _____, 20____ Signed: _____
 Seller (Sonex Aircraft, LLC), by authorized agent

Dated: _____, 20____ Signed: _____
Buyer (sole owner, primary owner or build partner), by authorized agent



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Please read carefully, complete, sign and return.

W A I V E R O F L I A B I L I T Y A G R E E M E N T

**BUYER HAS NO RIGHT TO USE THE PLANS
UNTIL THIS WAIVER OF LIABILITY AGREEMENT IS SIGNED AND RETURNED.**

1. Buyer agrees to hold Seller harmless from, and Buyer hereby assumes the entire responsibility and liability for, any and all damage or injury of any kind or nature, including death, as to all persons, whether Buyer's guests, employees, agents, or otherwise, and as to all property, including Buyer's own property, caused by, resulting from, arising out of, or occurring in connection with the supply to Buyer, or the use by Buyer him/her/itself or other persons, of the plans based upon Seller's alleged active or passive negligence or any other reason other than intentional or reckless conduct.

2. If any person shall make a claim for injury or damage, including death, whether based upon Seller's alleged active or passive negligence or any other reason other than intentional or reckless conduct, but only regarding the Seller's supply of these specific plans to Buyer, Buyer shall indemnify and save harmless Seller, its shareholders, Directors, officers, agents, servants, and employees, from and against any and all loss, expense, damage or injury that Seller may sustain as a result of any such claim.

3. BUYER HAS PURCHASED THE PLANS AND SELLER HAS SOLD THE PLANS UNDER THE EXPRESS UNDERSTANDING AND AGREEMENT THAT THEY ARE SOLD WITHOUT ANY WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE PLANS SOLD PURSUANT TO THIS ARTICLES OF AGREEMENT ARE SOLD AS IS. Seller shall not be liable for any direct, incidental or consequential damages resulting from the use of the plans or arising out of any alleged breach of any obligation on the part of the Seller.

In no event and under no circumstances shall Seller be liable for lost profits or other consequential damages, nor shall Seller be liable for any claim or demand by any third party against Buyer or Seller.

Dated: _____, 20____ Signed: _____
Seller (Sonex Aircraft, LLC), by authorized agent

I HAVE READ THE ABOVE WAIVER OF LIABILITY AGREEMENT. I REALIZE I AM NOT REQUIRED TO SIGN THE AGREEMENT. I FREELY CHOOSE EITHER OPTION A OR OPTION B:

A. Pay an extra \$5,000.00, and not sign the agreement;

Dated: _____, 20____ Signed: _____
Buyer (sole owner, primary owner or build partner), by authorized agent

- OR -

B. Pay nothing extra, and sign the agreement of my own free will.

Dated: _____, 20____ Signed: _____
Buyer (sole owner, primary owner or build partner), by authorized agent