

KIT AIRPLANE WAIVER

Articles of Agreement, Intellectual Property License & Waiver of Liability — Aircraft & Plans

Your signature must be on record before Sonex Aviation, LLC will proceed with any plan sale, shipment, web-store access, or forum membership. This document replaces and supersedes all prior Sonex, LLC and Sonex Aviation, LLC plan agreement and waiver forms. Made this ____ day of _____, 20____, between SONEX AVIATION, LLC, a Wisconsin limited liability company, 511 Aviation Road, Oshkosh, Winnebago County, Wisconsin 54902 (“Seller”), and the buyer identified below (“Buyer”).

Name (print):		Telephone:	
Email:		Country:	
Entity (if any):		Signer Title:	
Street Address:		City/State/Prov.:	
Postal Code:		Ownership:	☐ Sole ☐ Primary ☐ Partner

Recitals.

Seller owns and controls the intellectual property in the Sonex Aviation plans, drawings, manuals, kits, parts documentation, CAD files (if provided), revisions, and related technical materials, in any paper, electronic, or digital form (collectively, the “Works”), including copyrights, trademarks, trade names, trade dress, and other proprietary rights. Seller desires to sell, and Buyer to purchase, one set of experimental aircraft plans (the “Plans”) solely for Buyer’s personal or educational use in constructing one licensed aircraft. Buyer appreciates the experimental nature of the Plans, understands Seller has no control over Buyer’s construction, modification, maintenance, training, or operation, and relies solely on Buyer’s own skill, judgment, and independent expert assistance.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

INTELLECTUAL PROPERTY & LICENSE

1. **Limited License.** Purchase of one set of Plans grants Buyer a personal, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Plans solely to build one Sonex aircraft (the “Aircraft”) bearing the serial number assigned by Seller. This license confers no ownership of the Plans, Works, or any intellectual property.
2. **One-Aircraft Limit; No Reproduction, Resale, or Derivatives.** Buyer may fabricate parts only as reasonably necessary for the single licensed Aircraft. Buyer shall not duplicate, copy, scan, photograph, digitize, redraw, distribute, sell, lend, sublicense, or transfer the Plans or Works, and shall not manufacture, sell, or distribute kits, components, derivative aircraft, tooling, CAD/CNC files, or commercial products derived from them, except as expressly permitted in writing by Seller. “Manufacture and/or sell” is read in the disjunctive and prohibits manufacture, sale, or distribution, or any combination.
3. **Digital & Online Misuse Prohibited.** Buyer shall not upload, post, transmit, host, scrape, mirror, or make the Plans or Works available through any website, forum, cloud or file-sharing service, marketplace, social platform, CAD repository, or artificial-intelligence or model-training system, except as authorized in writing by Seller.
4. **Copyright; Notices & Markings.** The Plans and Works are protected by United States and applicable international copyright law and are licensed, not sold, as to their intellectual-property content. Buyer acknowledges Seller’s registered and common-law copyrights, and agrees that unauthorized reproduction, distribution, or derivative use is both a breach of this Agreement and copyright infringement. Buyer shall not remove, obscure, or alter any copyright or trademark notice, serial number, watermark, metadata, or other ownership or traceability marking, which may include identifiers tied to Buyer and the assigned serial number.

5. **Confidentiality & Third-Party Access.** Buyer shall keep the Plans and Works confidential and use reasonable measures to prevent unauthorized access or copying. Buyer may disclose limited portions only to individuals directly assisting with the single licensed Aircraft, and only as necessary, after informing them the materials are proprietary and may not be copied, retained, or distributed. Buyer is responsible for the acts and omissions of any partner, contractor, vendor, or other person who receives access through Buyer, and shall promptly notify Seller of any loss, theft, online posting, or suspected misuse.
6. **No Reverse Engineering.** Buyer shall not reverse engineer, decompile, extract, or circumvent technical protections in any electronic, CAD, PDF, or digital version of the Plans or Works, except where such restriction is prohibited by law.
7. **Liquidated Damages; Injunctive Relief.** Buyer agrees that unauthorized reproduction, distribution, digital sharing, resale, or derivative exploitation causes harm difficult to quantify, and that liquidated damages of \$25,000 per infringed plan set or unauthorized distribution event, plus Seller's reasonable attorney's fees and costs, is a reasonable estimate of that harm and not a penalty. Because such misuse may cause irreparable harm, Seller may also seek injunctive relief, impoundment, takedown, and other equitable remedies, in addition to all rights under copyright, trademark, trade-secret, and export-control law, including statutory damages.
8. **Export Control.** Seller's products may be export-controlled under ECCN 9A991, and certain defense-related, unmanned, or government uses may be subject to the International Traffic in Arms Regulations (ITAR) or other U.S. export and sanctions laws. Illegal export, re-export, transfer, electronic transmission, or foreign access may carry civil or criminal penalties. Buyer shall not export or provide foreign access to the Plans, Works, kits, parts, technical data, or Aircraft except in full compliance with law and with Seller's prior written consent where required, and shall notify Seller in writing of any sale or transfer.
9. **Reserved Government, Defense & Unmanned Rights.** Seller reserves the exclusive right to sell, license, adapt, and exploit the Plans, Works, and derivatives for government, military, law-enforcement, defense, unmanned, optionally-manned, autonomous, and special-mission applications. Buyer shall not use or adapt them for any such purpose without Seller's express prior written consent.
10. **Transfer Restrictions & Successor Obligations.** Neither this Agreement nor the Plans, license, or Aircraft may be assigned, sold, donated, inherited, pledged, or otherwise transferred by Buyer without Seller's prior written consent; any such transfer is void as to the license unless Seller has received written notice, approved it in writing, and received a fully executed then-current agreement from the transferee. This Agreement binds and benefits the parties and their heirs, executors, successors, permitted assigns, and transferees. Buyer remains liable for any breach occurring before transfer or caused by an unauthorized transfer or disclosure.
11. **Educational Purpose; No Guarantee.** The purpose of the Plans is strictly educational and experimental. Seller makes no stated or implied guarantee that Buyer will successfully construct, inspect, certify, register, insure, maintain, or safely fly any aircraft, kit, or component.

WAIVER OF LIABILITY

BUYER HAS NO RIGHT TO USE THE PLANS UNTIL THIS DOCUMENT IS SIGNED AND RETURNED.

12. **Assumption of Risk; Release.** Buyer assumes the entire responsibility and liability for, and holds Seller harmless from, any and all damage, loss, claim, injury, or death to any person (whether Buyer, guests, employees, agents, helpers, passengers, subsequent owners, or otherwise) and to all property, including Buyer's own, caused by, resulting from, or arising in connection with the supply, interpretation, construction, modification, maintenance, transfer, operation, or use of the Plans, Works, or Aircraft, based on Seller's alleged active or passive negligence or any reason other than Seller's intentional or reckless conduct.
13. **Indemnification.** If any person or entity makes a claim for loss, injury, damage, or death arising from Seller's supply of the Plans, Works, or related materials — other than for Seller's intentional or reckless conduct — Buyer shall indemnify, defend, and hold harmless Seller and its members, managers, officers, agents, employees, affiliates, successors, and assigns from all loss, expense, damage, liability, judgment, settlement, attorney's and expert fees, and costs Seller sustains.
14. **No Warranties.** THE PLANS AND WORKS ARE PROVIDED AS IS, WITHOUT ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. Seller shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages, lost profits, loss of use, or claims by any third party, to the maximum extent permitted by law.

15. **Knowing & Voluntary.** Buyer acknowledges Buyer has read this entire document, has had the opportunity to ask questions, to negotiate its terms, to decline the purchase, and to consult independent legal counsel, and signs it knowingly and voluntarily. Buyer understands that, by signing, Buyer is giving up substantial legal rights, including the right to sue Seller for negligence.
16. **Heirs & Successors Bound.** To the maximum extent permitted by law, this Waiver binds Buyer's heirs, estate, executors, administrators, successors, assigns, insurers, subrogated parties, and transferees, and releases Seller from claims asserted by or through them, including wrongful-death, survival, contribution, and subrogation claims.

GENERAL

17. **Governing Law; Venue; Jury Waiver.** This Agreement is governed by the laws of the State of Wisconsin without regard to conflict-of-laws principles. The parties consent to exclusive jurisdiction and venue for contract disputes in the state and federal courts in Winnebago County, Wisconsin, except that Seller may seek injunctive, intellectual-property, export-control, or emergency relief in any jurisdiction where reasonably necessary. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY to the maximum extent permitted by law.
18. **Attorney's Fees & Enforcement Costs.** If any amount is collected by law or through an attorney, or if Seller prevails in whole or substantial part in any action to enforce this Agreement or protect the Plans or Works, Buyer shall pay all costs of collection and enforcement, including reasonable attorney's, expert, forensic, and takedown expenses and court costs.
19. **Buyer Claim Limitation Period.** Any claim by Buyer arising out of or relating to the Plans, Works, or Aircraft, or this Agreement, must be brought within one (1) year after it accrues, or it is permanently barred, to the maximum extent permitted by law.
20. **Entire Agreement; Severability; Survival.** This Agreement is the complete agreement between the parties as to the Plans, Works, and Aircraft and supersedes all prior plan agreements and forms; it is separate from and read together with the Kit Parts Waiver, which governs physical parts. If any provision is held unenforceable, the remainder stays in force and the provision is modified to the minimum extent necessary to be enforceable. All provisions on intellectual property, confidentiality, transfer, liability, indemnity, remedies, fees, governing law, and waiver survive completion, transfer, or termination.

IN WITNESS WHEREOF, the parties have carefully read and understand this Agreement and enter it of their own free will.

Dated: _____, 20____ Signed: _____

Seller (Sonex Aviation, LLC), by authorized agent

Dated: _____, 20____ Signed: _____

Buyer (sole owner, primary owner, build partner, or authorized entity signer)

Serial #: _____ Model: _____ — office use —