



Sequoia 2000 Tomlynn Street
Aircraft P.O. Box 6861
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804/353-1713
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**IMPORTANT, READ CAREFULLY
IN THIS AGREEMENT THE PURCHASER AGREES TO ASSUME ALL RISKS
ASSOCIATED WITH THE CONSTRUCTION AND FLYING OF
THE F.8L FALCO AIRCRAFT**

PURCHASE AGREEMENT

THIS AGREEMENT, dated _____, 20____, by and between Sequoia Aircraft Corporation, 2000 Tomlynn Street, Richmond, Virginia 23230, a Virginia Corporation, hereinafter referred to as Seller, and _____ whose address is _____, of _____, State of _____, hereinafter referred to as Purchaser;

BACKGROUND:

Seller is the owner of the world marketing rights for the F.8L Falco aircraft plans for sale to homebuilders. Purchaser is desirous of purchasing a set of plans and the right to build one F.8L Falco aircraft. Purchaser and Seller desire to recognize and agree to the absence of any representation, warranty of airworthiness, structural integrity, safety, or performance of the F.8L Falco to be assembled pursuant to this Agreement.

AGREEMENT:

NOW, THEREFORE, the Purchaser and Seller do agree as follows:

1. Seller agrees to sell and Purchaser agrees to buy one set of plans for the F.8L Falco aircraft.
2. Seller hereby authorizes the Purchaser to build one F.8L Falco aircraft, serial number _____, which number is hereby assigned.
3. The purchase price for one set of plans and the right to build one F.8L Falco aircraft is Five Hundred U.S. Dollars (\$500.00), plus additional charges for overseas shipping.
4. Purchaser agrees to pay an additional fee of Three Hundred U.S. Dollars (\$300.00) for each additional aircraft built from the plans or any modification thereof, which shall be paid prior to construction.
5. This Agreement shall be conditioned upon Seller accepting this offer by mailing or delivering to the Purchaser an executed copy of this Agreement. Seller is under no obligation to accept any or all purchase offers.
6. Seller agrees to deliver a legible set of plans sufficiently detailed for construction of a F.8L Falco aircraft by an aircraft production mechanic familiar with shop techniques and plan conventions.
7. Purchaser hereby agrees and recognizes: (a) that Seller does not represent, guarantee or warrant the structural integrity, performance, safety or airworthiness of the F.8L Falco to be assembled pursuant to this Agreement, and that **SELLER GIVES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND**, (b) that while Seller gives no representation that the F.8L Falco to be assembled pursuant to this Agreement will be licensed by any governmental authority, licensing in the United States of America by the Federal Aviation Administration will probably be in the "Experimental" category, (c) that the aircraft so assembled will be operated entirely at the risk of the Purchaser, (d) that the **PURCHASER SPECIFICALLY ASSUMES ALL RISKS WHATSOEVER OF LOSS OF LIFE, INJURY, OR PROPERTY DAMAGE, ARISING OUT OF THE CONSTRUCTION, OPERATION, OR USE OF THE F.8L FALCO AIRCRAFT**, (e) that the Seller assumes no liability for any loss of life, personal injury, or

property damage resulting from the construction, operation, or use of such aircraft, (f) that Purchaser will not reproduce the plans for any purpose or sell, give or otherwise transfer the plans to any other person, without the express written consent of the Seller except that in the event of the sale of a completed airplane the Purchaser may transfer ownership of the plans as part of the sale of the aircraft, (g) that the Purchaser agrees not to advertise, sell, give or otherwise transfer any plans or instructions for the structural modification of the F.8L Falco aircraft without the express written consent of the Seller.

8. Purchaser hereby represents that he is over the age of eighteen years and that he is qualified to construct, test and fly the F.8L Falco aircraft or if not qualified, that he will obtain qualified assistance and instruction.

9. For a period of two years from the date of this Agreement, Seller agrees promptly to notify the Purchaser by letter addressed to Purchaser's address as set forth above, of any change in the design, or proposed change in the design, or defect in which the airworthiness, safety, or structural integrity might be a factor; however Seller is under obligation only to notify Purchaser, and Seller may charge for additional drawings and modifications which may be required.

10. Purchaser agrees to notify Seller promptly of any design defect, structural failure, or any other factor adversely affecting the safety, structural integrity or airworthiness of the aircraft.

11. In no event shall the Seller be liable under any circumstance to the Purchaser for more than the amount paid to the Seller.

12. This Agreement shall not be assigned without written consent of the Seller which may be withheld.

13. This Agreement shall inure to the benefit of and be binding on the heirs, legatees, administrators, executors, successors and assigns of the parties hereto.

14. All notices to the parties hereto may be sent to the addresses hereinabove given until such addresses are changed by notice in writing to the other party.

15. This Agreement shall be construed in accordance with the laws of the State of Virginia.

16. This Agreement is limited to the sale of a set of plans and the right to produce one F.8L Falco by a homebuilder. A "homebuilder" is defined herein as any person or entity constructing an aircraft for his or its own use and not licensed under the provisions of a Standard Airworthiness Certificate or the equivalent.

17. This Agreement does not include the right to construct and produce completed F.8L Falco aircraft for sale, which rights are expressly excluded from this Agreement.

I have read all the provisions of this agreement and agree to all of them.

PURCHASER

By _____
Date _____

Accepted:

SEQUOIA AIRCRAFT CORPORATION

By _____
Date _____

INSTRUCTIONS

1. Sign and date two copies of the Purchase Agreement.
2. Complete and sign the Purchase Application.
3. Mail Purchase Application, both copies of the Purchase Agreement and your check for \$500.00 to Sequoia Aircraft Corporation, 2000 Tomlynn Street, P.O. Box 6861, Richmond, Virginia 23230. Your copy of the executed Purchase Agreement will be shipped with the plans.

INTERNATIONAL ORDERS: Plans are available F.O.B. Richmond, Virginia, which means the purchaser pays the actual shipping costs. The shipping weight of the plans is about 27 pounds.