

**BEDE WING
PURCHASE OFFER-
SALES CONTRACT**

**ONE (1) COMPLETE
BEDE WING
\$890.**

Bede Wing Serial Number:

Bede Aircraft, Inc., agrees to enter
into this contract with:

Name

Street

City

State, Country, Zip

Telephone

The Buyer hereby offers to purchase
from Bede Aircraft, Inc., one Bede Wing
at the special introductory price. It is
my understanding and intent that if
this offer is accepted by Bede Aircraft,
then this written instrument shall become
a contract of sale subject to and including
all of the provisions set forth on the back
hereof.

Send me the Bede Wing information
Kit. I am enclosing \$4.00

Signed:

Buyer

Date

Confirmed:

Bede Aircraft, Inc.

Amount of Deposit +/-check number

Date

Bede Aircraft Dealer:

**INTRODUCTORY PRICE
TILL AUGUST 1, 1975**

Please return both copies with your
payment. One copy will be mailed to
you showing your Bede Wing Serial
Number.

1. Buyer agrees in addition to the price specified herein to pay for all special equipment not specified herein but subsequently ordered, and to pay for such special equipment as otherwise ordered, in full at the time of placing the order.

2. Buyer further agrees that if Buyer has not accepted delivery of the products covered by this purchase order within twenty-one (21) days from the fixed delivery date, Seller shall have the right to sell such products in such manner as it may deem advisable, free and clear of any claim for damages of any kind or character whatsoever which Buyer or any other person claiming under or through him, may have arising out of such sale; and further, that Seller may retain any deposits paid with this purchase order and apply the same to the payment of any loss or damage suffered by Seller by reason of Buyer's failure to accept such delivery; or at seller's option said amount may be retained as liquidated damages.

3. The products purchased herein are covered by the following Manufacturer's warranty and no other warranty:

(a) Manufacturer warrants each Bede Wing to be free from defects in material and workmanship under normal use and service, provided, however, that the liability of Manufacturer under this warranty is limited to replacing and repairing any part or parts of such product which shall within ninety (90) days after delivery of such materials to the Buyer from Manufacturer's factory be returned to Manufacturer at Newton, Kansas with transportation prepaid, and which shall upon examination by Manufacturer be disclosed to the satisfaction of Manufacturer to have been thus defective. This warranty shall not in any way apply to or cover any products purchased herein which may in any manner be altered or repaired outside of the manufacturer's factory.

(b) The Warranty provisions contained in section (a) of this paragraph are expressed in lieu of (and Buyer hereby waives) all other warranties, expressed, statutory, or implied in fact or by law, and all other remedies against Seller for consequential or other damages, arising out of the sale, use, or operation of the products purchased herein **AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE MADE IN CONNECTION WITH THE SALE OF THE PRODUCTS PURCHASED HEREIN.** Seller neither assumes nor authorizes any other person or business organization to assume for it any other warranty or liability in connection with the sale, use, or operation of the products purchased herein.

4. Seller shall not be liable to the Buyer in anyway for failure or delay in making delivery on the delivery date specified by Seller, where such delay arises from failure to secure sufficient skilled labor, materials, parts, or any other essential elements, necessary to completion of said Bede Wing, or for delays caused by strikes, fires or causes beyond its control occurring in or in connection with manufacture of said products or in the manufacture or delivery of any purchased parts thereof, or where delivery is prohibited or prevented by or pursuant to any law or regulation whether or not arising out of Seller's violation thereof and non-compliance therewith; and Buyer hereby releases and discharges Seller from any and all liability for damage or loss arising from the failure of Seller to make delivery for any causes herein specified.

5. It is further agreed that this purchase order, when accepted by Seller, is the only contract controlling this sale and purchase, and that it contains all agreements, expressed or implied, either verbal or in writing, and Buyer acknowledges receipt of a copy of the same.

**BEDE AIRCRAFT INC.
NEWTON MUNICIPAL AIRPORT
NEWTON, KANSAS 67114**