

PURCHASE AGREEMENT

The parties agree as follows:

1. **Assumption of Risk and Release.** The BUYER hereby acknowledges that he/she has requested instructions, plans, materials, and equipment for construction of an airplane from parts and/or kits from JDT Mini-Max LLC, of his/her own free will, with the intention of building and flying the airplane for sport and personal pleasure. The BUYER acknowledges that sport flying of airplanes involves certain inherent risk of personal injury because the pilot is traveling through airspace with a certain amount of forward motion, controlled by the laws of gravity, and guiding the airplane solely by acquired skills. The BUYER realizes that, regardless of the quality of instruction he receives, and equipment and materials he may be furnished for the purpose of building and flying, the risk of personal injury and death is always present, just as it is in other high risk sports such as motorcycle riding, skiing, scuba diving, and sky diving. In consideration for JDT Mini-Max LLC providing the BUYER with instructions, materials, and equipment, the BUYER agrees to: (a) assume the risk involved in building and flying an airplane; (b) release JDT Mini-Max LLC, its owners, directors, officers, employees, and agents from any claims, at law or in equity, the BUYER might otherwise assert on a theory of improper instruction, improper design, unsafe or defective materials and equipment, and from all other causes of action of every nature which the BUYER, or any person claiming or purporting to claim through the BUYER, arising out of or connected with, directly or indirectly, the building or flying of this airplane, specifically including all claims which the BUYER, or his heirs, or personal representatives, might have on account of personal injuries and/or death suffered during any attempt to ride, fly, or otherwise operate the airplane; and (c) indemnify and hold JDT Mini-Max LLC, its owners, directors, officers, employees, and agents, harmless of any and all claims asserted by any third party, or their heirs or personal representatives, with respect to any cause of action or claim, in contract or in tort, in law or in equity, relating to the airplane, specifically including but not limited to claims asserted on a theory of improper instruction, improper design, unsafe or defective materials or equipment, also including personal injuries and/or death suffered during any attempt to ride, fly, or otherwise operate the airplane.

2. **Limited Warranty.** Except as specified below, JDT MINI-Max LLC warrants that the materials supplied as parts or in its kits shall be free from defects due to defective materials which are identified by BUYER within thirty(30) days following receipt of the materials by BUYER. BUYER has an affirmative duty to inspect the materials upon receipt. The following items are not covered by this warranty: (a) damage resulting from accident, misuse, abuse, or neglect, (b) damage resulting from failure to follow instructions contained in the plans and instructions, (c) damage occurring during shipment of the product (claims must be presented to the carrier), (d) damage otherwise resulting from causes other than materials defects, including lack of technical skill, competence, or experience of the builder, and (e) damage to any material which has been altered or modified. This warranty may be enforced only by the BUYER. JDT Mini-Max LLC shall not be responsible for enforcing warranties or securing corrections in defective workmanship or materials related to the Rotax or other engine ordered by BUYER. The exclusive remedy for the BUYER in the event that any of the materials do not conform to the description, JDT Mini-MAX LLC's limited warranty shall be a replacement of the item or parts. All materials claimed to be nonconforming must be shipped to the JDT Mini-MAX LLC factory at Nappanee, Indiana, at the expense of the BUYER. Such materials will be returned, repaired or replaced within a reasonable time. The acceptance by JDT Mini-MAX LLC of any materials so shipped shall not be deemed an admission that the materials are nonconforming, and, if JDT Mini-Max LLC finds that any materials are not defective, such materials will be reshipped to the BUYER at the BUYER'S expense and the BUYER will be charged with the shipping charges incurred by JDT Mini-Max LLC. Any models or samples shown or relied upon were shown or used for purposes of illustration only, and this is not a sale by sample of description.

ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DIS-CLAIMED, JDT MINI-MAX LLC SHALL NOT BE LIABLE FOR DAMAGES BECAUSE OF MATERIALS OR PRODUCTS DEFECTS, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.

3. **Agents.** The BUYER acknowledges that he has been advised that no agent, employee or representative of JDT MINI-MAX LLC has any authority to bind JDT MINI-MAX LLC to any affirmation, promise representation or warranty concerning any of the materials supplied as parts or in its kits and unless such affirmation, promise, representation or warranty is specifically set forth in this agreement, it does not form a basis of this bargain and shall not be enforceable against JDT MINI-MAX LLC.

4. **Interpretation.** This instrument is intended by the parties, as the complete, exclusive and final expression of their agreement. The parties specifically intend that this Agreement cover all future orders of JDT MINI-MAX LLC products and material by BUYER. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain or vary any of the terms of this agreement. No representations, understandings or agreements have been made or relied upon in the making of this agreement other than those specifically set forth herein. This agreement can only be modified by a writing signed by the parties or their duly authorized agents.

5. **Arbitration.** All disputes and claims between BUYER and JDT MINI-MAX LLC shall be settled by arbitration before and in accordance with the rules then obtaining of, the American Arbitration Association. Venue for any arbitration hearing shall be in Nappanee, Indiana. The interpretation of this agreement shall be determined by the laws of the State of Indiana.

6. **Builder's responsibilities.** The BUYER shall be responsible for building the airplane and obtaining a license from the Federal Aviation Administration in the experimental category, if required, JDT MINI-Max LLC makes no representations or promises that BUYER, his successors or assigns, will be successful in building or flying the airplane. BUYER acknowledges that he is over eighteen (18) years old.

7. **Modification to specifications.** Any modification to the plans and specification shall be deemed the building and testing of a new aircraft design.

IN WITNESS WHEREOF, the undersigned acknowledges that he or she has read, understands and agrees to the terms of this Purchase Agreement, To be effective on the date shown below, JDT MINI-MAX LLC hereby transfers all rights, title and interest in kit S/N _____ to Buyer.

BUYER:
Signature: _____
Date _____

SELLER:
Signature: _____

Name: _____

JDT MINI-MAX LLC

Address: _____

Address: P.O. Box 308
Nappanee Airport-Bldg. M
Nappanee, Indiana 46550

Phone: (_____) (_____) _____
Home Work

Date: _____ 12/03