



PURCHASE AGREEMENT

Please print this purchase agreement, sign and fax to Ellison Fluid Systems, Inc. at 425-277-9333.

THIS AGREEMENT is made this _____ day of _____ 20_____, between Ellison Fluid Systems, Inc. a Washington corporation, ("Seller") and _____ ("Buyer").

A. WHEREAS, Seller is the manufacturer of aircraft carburetors (the "Carburetor") and accessory equipment, including but not limited to, plenum boxes (the "Plenum Box"), airflow straightening grids (the "ASG"), cable clamps and right angle fuel fittings hereafter collectively referred to as "Fuel System Components"; and

B. WHEREAS, Buyer is the builder or operator of an amateur built aircraft;

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the parties do hereby agree as follows:

1. Buyer agrees to buy and Seller agrees to sell, certain Fuel System Components designated on the Purchase Order Form, or customer paid invoice, which sale is subject to the following terms and conditions.
2. Seller discloses that the Fuel System Components are experimental and have not been approved by the FAA for aircraft use. Seller makes no representations or warranties (whether oral, written, implied, or in any other form) as to the safety and airworthiness of the Fuel System Components or as to the Fuel System Component's merchantability or fitness for any particular purpose, and Buyer assumes all risks and responsibilities therefore.
3. Seller disclaims any and all responsibility for determining the suitability, compatibility, safety and airworthiness (and any and all other aspects) of the Fuel System Components as they relate to any aircraft in which the Fuel System Components are installed (including Buyer's aircraft) and Buyer assumes all risks and responsibilities therefore.
4. Seller disclaims any and all responsibility for the proper installation of the Fuel System Components in any aircraft in which the Fuel System Components are installed (including Buyer's aircraft) and Buyer assumes all risks and responsibilities therefore.
5. Without waiving or limiting in any way any of the aforementioned disclaimers, Seller hereby discloses that the Carburetor and/or Plenum Box can accumulate ice which can result in partial or total engine failure and Seller further discloses that any aircraft in which the Carburetor and/or Plenum Box are installed must be equipped with a carburetor heat system that will provide a 95 degree F temperature rise to the induction air when the engine is delivering 75% of its full power.

6. Without waiving or limiting in any way any of the aforementioned disclaimers, Seller hereby discloses that any engine equipped with the Carburetor will experience power loss any time there are interruptions in fuel flow due to fuel tank unporting and Seller further discloses that partial or total power loss may occur due to excessive fuel temperature causing the formation of fuel vapor in the fuel system.

7. Seller discloses that any engine equipped with the Carburetor must use only aviation fuel and must include an induction heating system that will provide a minimum temperature rise of 95 degrees F when operating at 75% power. Seller shall have no responsibility for monitoring or enforcing compliance with these provisions.

8. Prior to any flight during which another person will be piloting an aircraft equipped with the Fuel System Components purchased by Buyer, Buyer shall insure that the pilot is given a full briefing on the experimental nature of the Fuel System Components as well as a full technical explanation of their operational characteristics, requirements, and emergency procedures to be used in the event of carburetor ice, fuel contamination, fuel vapor, fuel tank unporting, or any other cause of power loss and any other information relevant to the safe operation of the Fuel System Components that Buyer deems necessary or appropriate. Seller shall have no responsibility for monitoring or enforcing compliance with these provisions.

9. If Buyer sells the Fuel System Components or the aircraft upon which the Fuel System Components are installed, Buyer shall provide the new owner with a copy of this Agreement and shall immediately notify Seller of the new owner's name and address.

10. Buyer agrees to hold Seller, its officers, directors, employees, successors and assigns, harmless from, and Buyer hereby assumes the entire responsibility and liability for, any and all claims for damage or injury of any kind or nature whatsoever, including death, as to all persons, whether Buyer, Buyer's 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 use by Buyer and any other person, of the Fuel System Components.

11. If any person or entity shall make a claim for any damage or injury, including death, resulting from the use of the Fuel System Components, whether based upon Seller's alleged active or passive negligence, or based upon any alleged breach of any statutory, contractual or common law duty or obligation, or based upon any other legal theory, Buyer shall indemnify, defend and hold Seller harmless, as well as its agents, servants, employees, officers and directors, from and against any and all loss, expense, damage or injury that Seller may sustain as a result of any such claim.

12. This Agreement shall be interpreted and enforced under Washington law. Venue regarding any dispute, question, or claim arising from or related to this Agreement shall be in King County, State of Washington.

13. This Agreement is the entire agreement of the parties with regard to the matters dealt with herein. Neither party is relying on any oral or prior written statements made by the other.

14. If any party to this Agreement consults with an attorney to enforce any terms of this Agreement, the substantially prevailing party shall be entitled to reimbursement by the other party in any dispute

or proceeding of any kind, of the substantially prevailing party's reasonable costs and attorney's fees, whether such costs and attorney's fees were incurred with or without litigation or on appeal.

15. This Agreement shall be binding upon the heirs, assignees, legal representatives and all other successors in interest of the parties.

16. If any portion of this Agreement is determined to be unenforceable, the remaining portion of the Agreement shall be given full force and effect. The intent behind any unenforceable provision of this Agreement shall be given full force and effect to the degree allowable by law.

17. Whenever required by the context of this Agreement, the singular shall include the plural and vice versa.

Seller:

Ellison Fluid Systems, Inc.

By: _____

Title: _____

Buyer:
