

# Starflight Throttle Quadrant Purchase Agreement

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between  
Starflight Incorporated, a Texas company ("Seller") and \_\_\_\_\_ ("Buyer").

WHEREAS, Seller is the manufacturer of certain enhancements for experimental aircraft kits; and  
WHEREAS, Buyer is the builder or operator of an experimental aircraft;

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein,  
Buyer agrees to buy and Seller agrees to sell a Starflight Throttle Quadrant (STQ) subject to the  
following terms and conditions:

## Financial Terms

1. The STQ purchase price is \$589 plus \$15 shipping and handling per unit. Texas residents add 8.25% tax (\$23.00).
2. The Buyer requests \_\_\_\_\_ STQ sets x \$589/set (including shipping) + 8.25% tax (if Texas resident) \_\_\_\_\_ = \_\_\_\_\_ price.

## Limited Warranty

3. Seller warrants that all components supplied with the STQ are free from material defects for a period of ninety (90) days from the date of shipment. Seller will replace any component that fails due to manufacturing defect, workmanship or material during the warranty period, at Seller's sole expense. Buyer agrees to return any defective components at Seller's sole expense, if requested by Seller.
4. Buyer agrees to promptly notify Seller of any technical difficulties that may arise during the installation and/or operation of the STQ. Buyer and Seller agree to provide reasonable mutual cooperation during any troubleshooting efforts.

## Buyer Responsible for Safety

5. Seller makes no representations or warranties of any kind as to the safety and airworthiness of the STQ or as to its merchantability or fitness for any particular purpose, and Buyer assumes all risks and responsibilities therefore.
6. Seller discloses and Buyer acknowledges that the STQ design and components are experimental in nature, intended for use only in experimental aircraft, and have not been reviewed or approved by the FAA for aircraft use.
7. Seller discloses and Buyer acknowledges that failure of the STQ may prevent control of the aircraft engine and/or propeller, which in turn may result in serious or catastrophic aircraft damage and serious or fatal injury.

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8. Seller discloses and Buyer acknowledges that normal operation of the STQ may affect pilot control of the aircraft engine and/or propeller, which in turn may result in serious or catastrophic aircraft damage and serious or fatal injury.
9. Seller disclaims any and all responsibility for determining the suitability, compatibility, safety and airworthiness of the STQ as it relates to any aircraft in which the STQ is installed and Buyer assumes all risks and responsibilities therefore.
10. Seller disclaims any and all responsibility for the proper installation of the STQ in any aircraft in which the STQ is installed and Buyer assumes all risks and responsibilities therefore.
11. Buyer agrees to thoroughly study and comply with the instructions provided by Seller, and to seek clarification from Seller in a timely manner if and as necessary.
12. Prior to any flight during which another person will be piloting an aircraft equipped with the STQ purchased by Buyer, Buyer shall ensure that the pilot is given a full explanation of the STQ operational characteristics and emergency procedures to be used in the event of a failure, and any other information relevant to the safe operation of the STQ that Buyer deems necessary or appropriate. Seller shall have no responsibility for monitoring or enforcing compliance with these provisions.
13. If Buyer sells the aircraft in which the STQ is 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.

### **Liability**

14. Buyer agrees to hold Seller, its officers, directors, employees, suppliers, 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 STQ.
15. If any person or entity shall make a claim for any damage or injury, including death, resulting from the use of the STQ, 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.

### **Intellectual Property**

16. Buyer agrees that the design of STQ, the content of the installation instructions, and the content of the parts list are the sole property of Seller. Buyer agrees not to disclose, divulge, or provide copies of any STQ documents, including the terms of sale, to any third party without the express written permission of Seller.

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17. Buyer agrees that the purchase of the STQ does not carry the right to duplicate and/or manufacture and sell any proprietary documents or components for the STQ. Buyer agrees not to produce or market a similar product for a period of ten (10) years from the date of this Agreement.

## Force and Scope of Agreement

18. Buyer acknowledges that they have the right and opportunity to seek the advice of legal counsel prior to executing this agreement, and are solely responsible for the decision to use or forgo the services of counsel.

19. This Agreement shall be interpreted and enforced under Texas law. Venue regarding any dispute, question, or claim arising from or related to this Agreement shall be in Harris County, Texas.

20. 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.

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

22. 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.

## SIGNATURES

**SELLER:** Starflight, Inc.

\_\_\_\_\_  
Valin Thorn  
President

**BUYER:**

Buyer's signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Buyer's spouse's signature: \_\_\_\_\_

Spouse's printed name: \_\_\_\_\_