

Name: _____

Date _____

Street: _____

Invoice _____

City, State, Zip: _____

Phone: _____

This work order covers the Aircraft and Rotax engine identified as follows:

Aircraft Make and Model: _____

Engine Model _____ Engine Serial Number: _____

Additional accessories: _____

Is this aircraft registered with the FAA? Yes _____ No _____

If Yes, what is the "N" number? N _____

Has the aircraft been issued a special airworthiness certificate by the FAA? Yes _____ No _____

If Yes, are you the authorized repairman? Yes _____ No _____

Please examine and do the appropriate work on this engine and bill me for the labor and charge me for the parts at your standard labor rate and at your standard parts prices.

Description of Problem/Description of Requested Work

Above is an indication of the problem. If I do not give consent to proceed with the work, TX Rotax & LSA will return the engine to me in its then-state of disassembly and I will pay just the costs to date and return freight.

Customer's Agreement LIMITING TX Rotax
and Light Sport Aircraft's LIABILITY

I understand that this work order covers an aircraft engine and that insurance for a company that works on aircraft engines is either not available or costs too much. Therefore I recognize that you do not have completed operations insurance or products liability insurance and therefore will not (simply cannot) work on an aircraft engine unless and until the customer gives you a COMPLETE WAIVER AND RELEASE OF LIABILITY and an INDEMNITY.

To get you to work on my engine and accomplish the requested work I hereby RELEASE you from and hereby INDEMNIFY you and hold you HARMLESS against any liability based on ordinary negligence in doing the work or products liability based on ordinary negligence or on strict liability in connection with any parts sold because of this work order.

Because of this release you have no liability to me for ordinary negligence or because of strict liability. Because of the indemnity I protect you from any liability to others based on the same reasons.

Respecting parts, supplies and equipment, I acknowledge and agree that the seller's terms of the sale are:

NO IMPLIED WARRANTY OF MERCHANTABILITY.

NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

No other implied warranties.

Express warranties only as may be stated with certain parts.

Consequential damages excluded.

Sole remedy is return of goods and repayment of purchase price or replacement.

No product liability based on ordinary negligence or strict liability.

Only Texas law applies.

Exclusive jurisdiction in Texas courts.

Thus, lawsuits only in Texas courts.

Buyer indemnifies seller against any warranty liability to any third party.

I acknowledge that ultralight, experimental, sport and private aviation are risky. I know that a person doing business in those areas must shift the risk to his customers (or just one mistake might put him out of business, hurting all of his customers as well as himself), so I accept that risk and, therefore, as a customer of TxRotax&LSA, I hereby ASSUME ALL RISKS (except the risk of gross negligence or intentional wrong doing) in having my engine worked on at Tx Rotax & LSA and in purchasing parts, supplies and equipment from Tx Rotax&LSA.

THIS INCLUDES A RELEASE AND INDEMNITY.

(Signature of Customer)

(Print legibly or type the above name)

Receipt of a customer-signed work order including release and indemnity is a requirement. Any customer who is aware of this requirement, whether or not he properly signs and returns the above form, is bound by the above release and indemnity if he permits the work to be done/or receives the parts afterwards. Being sure that it has a release and indemnity is serious business for Tx Rotax & LSA or any business in aviation. Tx Rotax & LSA reserves the right to, and normally will, return an engine untouched if a signed work order is not obtained. If the customer refuses to sign, Tx Rotax & LSA will pay the return freight if customer provides satisfactory evidence that the customer's sole reason for not signing the work order is legal. A return based to any extent on customer's aversion to the estimated cost is at customer's expense.