

Savannah / SavannahVG

ORDER FORM

Item	Number	Price (£)
Savannah Kit 1		13,500.00
Savannah Kit 2		16,000.00
Savannah Kit 3		27,350.00
SavannahVG Kit 1		13,500.00
SavannahVG Kit 2		16,000.00
SavannahVG Kit 3		27,500.00
Options		
Leather Seats instead of fabric (2 off)		250.00
Cockpit carpet kit (Red, Blue or Charcoal)		135.00
Tundra tyres instead of standard (3 off, including extended front fork)		230.00

Terms

Initial Deposit	50 %	Required with order
Interim Payment	30 %	When kit ready to leave factory
Final Payment	20 %	On collection

NOTE	The above prices include shipping from Italy to Sandtoft.
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Your Details

Name:	
Address:	
Tel: (work)	Tel: (home)
Fax:	Mobile:
Email:	
Signed:	Date:

SANDTOFT ULTRALIGHTS Partnership

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Terms and Conditions

Intention of the parties and application of these Conditions

The Supplier is the importer of kits of the Savannah for the purpose of supplying to home builders. The Purchaser intends to home build the Aircraft from the Kit as specified on the Order Form. These Conditions shall govern the Contract. Any amendments to these terms and conditions must be confirmed by the Supplier in writing. These terms and conditions do not affect the statutory rights of the Purchaser.

Permit to Fly and Registration

The Aircraft requires inspection by the BMAA and the issue and maintenance of a UK CAA Permit to Fly. The Permit to Fly is required to be renewed each year. The BMMA has been authorized by the CAA to run the permit system and the obtaining of the Permit to Fly and any renewal of it shall be the responsibility of the Purchaser who undertakes to join the BMMA and carry out all necessary requirements of the BMMA in respect of the obtaining and maintaining by the Purchaser of the Permit to Fly. The Purchaser acknowledges that the issue of a Permit to Fly for the Aircraft as constructed is dependent on the Purchaser's construction techniques. The Purchaser confirms and agrees that the Supplier has no responsibility whatsoever for inspection, issue, compliance with and/or renewal of a Permit to Fly, Registration of or the construction of the Aircraft.

Aircraft Design Integrity

The Purchaser undertakes that neither he nor any persons employed by or assisting him will carry out any part of the construction of the Aircraft otherwise than in accordance with the instructions and guidelines supplied with the Kit in the Manuals. The Purchaser undertakes that he will not make any modifications to the specifications or substitution of any of the component parts of the Kit except as approved by the BMAA as a modification. Except as required by law the Supplier is not responsible nor makes any warranties express or implied whatsoever regarding the performance flight characteristics, structural integrity or safety of the completed Aircraft and its component parts.

Liability/Warranties

The Purchaser understands and confirms that there are many factors beyond the control of the Supplier that may significantly affect the operational safety of the Aircraft as constructed by the Purchaser, including the quality of the construction as well as inspections, maintenance and repairs carried out by the Purchaser or others on his behalf and the operation of the Aircraft by the Purchaser or any other person.

The Supplier warrants that the contents of the Kit will at the time of delivery correspond to the Specification. Except where the Purchaser is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977, section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Kit or its component parts, whether implied by statute, common law or otherwise are excluded by the Supplier and the Purchaser agrees to inspect all components of the Kit prior to assembly for shipping and other damage and to verify they comply with the order. Except as set out or in the case of any breach by the Supplier, in the case of sales to a consumer, of the Sale of Goods Act 1979, as amended, or related legislation, the total liability of the Supplier in contract, tort, misrepresentation or otherwise, arising or contemplated in connection with the performance of this Contract shall be limited to the Price. The entire risk as to quality and performance of the constructed Aircraft is with the Purchaser and the Purchaser assumes the entire cost of all servicing and repair should any part of the aircraft prove defective. The Purchaser accepts sole responsibility for the construction and operation of the Aircraft. The Purchaser indemnifies the Supplier from any liability whatsoever for any bodily injury or property damage arising from the construction or the maintenance and operation of the Aircraft by the Purchaser.

Nothing in these Conditions excludes or limits the liability of the Supplier for death or personal injury caused by the Supplier's negligence or fraudulent misrepresentation.

Payment

The Purchaser shall pay to the Supplier the Price in accordance with the payment terms expressed on the Order Form. If the Purchaser fails to pay any sums due on the due date for payment then the Supplier shall be entitled to charge interest on a daily basis from the invoice date at an annual rate of 2% above the base lending rate from time to time of LloydsTSB Bank PLC, accruing on a daily basis until payment in full is made. Ownership of the Kit shall not pass from the Supplier to the Purchaser until such time as the Purchaser has received in cleared funds all of the Price and shipping charges and all other sums owed by the Purchaser, including any interest on sums due.

Delivery and Risk

Unless otherwise agreed in writing the Kit shall be collected by the purchaser from Sandtoft Airfield. Where a specific delivery date is agreed the Supplier shall use all reasonable endeavors to deliver on the date given. However, time of delivery shall not be of the essence and any delay will not entitle the Supplier to terminate the Contract and nor will the Supplier be liable for any losses, costs, damages or expenses incurred by the Purchaser or any other person arising directly or indirectly out of any failure to meet any estimated delivery date. The Purchaser agrees to be present at the time of delivery to inspect all components of the Kit. The Kit shall be entirely at the Purchaser's risk from the time of delivery.

Intellectual Property Rights

The Intellectual Property Rights are owned by the Supplier or by third parties and the Purchaser undertakes that it shall not commit or permit any action or omission which causes any of those Intellectual Property Rights to be infringed. The Purchaser shall indemnify in full the Supplier for any losses, damages, costs, or expenses (including legal expenses) arising as a result of a breach of these rights.

Events beyond the control of the Supplier

The Supplier reserves the right, at no liability to itself, to defer the date of delivery or to cancel the Contract if it is prevented or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

General

If any provision of these Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Conditions which shall remain in full force and effect. Where the Purchaser includes two or more persons their liability hereunder shall be joint and several. Failure or delay by the Supplier in enforcing or partially enforcing any provision of these Conditions will not be construed as a waiver of any of its rights under this contract. Any notice required or permitted to be given by the Supplier under these Conditions shall be given to at the Purchaser's address on the Order Form unless some other address is specified and any notice required or permitted to be given to the Supplier by the Purchaser shall be given at the address set out on the Order Form. No term of these Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

The formation, existence, construction, performance, validity and all aspects of these Conditions shall be governed by English law and both parties agree to submit to the exclusive jurisdiction of the English courts.

The parties shall comply in all respects with their obligations relating to any personal information obtained from each other in accordance with the Data Protection Act 1998. Should the Purchaser wish to obtain a copy of the personal data held on him/her by the Supplier he/she should write to the Supplier at the address shown on the Order Form together with a cheque for £10 which is payable in respect of administration costs.