***Hertzler Propeller, Inc.*** Purchase Order No.: \_\_\_\_\_\_\_

2622 S. Iglesia Circle Order Date:
Mesa, Arizona 85202 Completed Date:
Telephone: (480) 897-8167 Shipped Date:
E-mail: hertzler@yahoo.com

**CUSTOMER AGREEMENT / PURCHASE ORDER**

# GENERAL PRODUCT DESCRIPTION:

Hertzler Propeller, Inc. propellers are constructed from 5 laminations of kiln-dried hard maple with a composite covering for added durability and resistance to foreign object damage. A urethane plastic leading edge is installed to minimize effects from rain erosion. The propellers are finished in a urethane single stage paint. Custom colors can be provided at an extra cost.

[ ]  gloss white [ ]  light satin silver [ ]  other­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 .

Hub diameter: 6 inches - 125 HP or less Hub Thickness: varies with type of prop – call for specifics

 7 inches - greater than 125 HP.

# CUSTOMER CONTACT INFORMATION:

|  |  |
| --- | --- |
| Name: |   |
| Shipping |   | Telephone: Daytime | ( )  |
| Address: |   |  Evening | ( )  |
|  |   |  Facsimile | ( )  |
|  |   |  E-mail |   |

# CUSTOMER SPECIFICATIONS:

To better match the propeller with the engine, a description of the airframe and engine is necessary:

Aircraft type:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Airframe additions that may affect top speed (Ex. wheelpants, gear fairings)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Engine: Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Propeller/Extension Flange: [ ]  SAE #1 (3/8” bolts)

Rated Horsepower@RPM\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [ ]  SAE #2 (3/8” bolts) See aerospace std. Compression Ratio\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [ ]  SAE #5 (7/16” bolts) AS127 attached

If aircraft has been previously flown with this engine, please provide: [ ]  SAE #6 (1/2” bolts)

Propeller used:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Static RPM:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Max Speed@RPM:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# PAYMENT SCHEDULE:

General: Upon execution of this Agreement, the Customer will be given an estimated time for start of construction. When construction is ready to begin the customer will be notified at which time the full purchase price, including shipping cost, is remitted.

# PROPELLER PRICE:

|  |  |
| --- | --- |
| [ ]  | 66” thru 70” dia. -- $1450 plus shipping and handling [ ]  64” to 65” dia. -- $1350 plus shipping and handling |
| [ ]  | Up to 63” dia -- $1250 plus shipping and handling AZ residents add 8% state sales tax |

# ADDITIONAL SERVICES:

Propeller refinishing – dependent on propeller condition and configuration. Call for estimate.

# SHIPPING AND INSURANCE:

Shipping shall be by United Parcel Service, Fed Ex, Ground Freight Shipping or US Postal Priority Mail unless otherwise specified. Shipping and handling, with insurance, average $35 to $45 within the US, depending on destination. Call for final shipping price.

# DELIVERY SCHEDULE:

Propellers typically take 14 days to complete, and are then packaged and shipped via ground freight to the Customer. However, should any delay in completion arise, Hertzler Propeller, Inc. will endeavor to provide the Customer with an updated status and estimated time for completion. While any such delay shall not be deemed a breach of this Agreement, the Customer will be given the option to cancel. Once the Product is completed, the Product will be shipped to the customer.

# ADDITIONAL TERMS AND CONDITIONS:

This agreement is subject to Hertzler Propeller, Inc.’s standard Terms and Conditions, a copy of which is attached hereto and incorporated into this agreement as if fully set forth herein.

Customer Initials\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TERMS AND CONDITIONS

1. RESPONSIBILITIES OF THE COMPANY.

1.1 GENERAL DUTIES. The Company’s duties hereunder shall be to design and manufacture the Products, according to the specifications described herein, and subject to all terms, provisions and limitations as provided herein; provided, however, that the Company shall not be responsible for installation of the Products.

1.2 LIMITED WARRANTY. Customer acknowledges that ALL PRODUCTS ARE SOLD TO CUSTOMER “AS IS” AND YOU, THE CUSTOMER, ASSUME THE ENTIRE RISK AS TO ITS QUALITY AND PERFORMANCE. THE COMPANY MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS. ANY AND ALL WARRANTIES, INCLUDING WARRANTIES AS TO NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR USE OR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED BY THE COMPANY. IN NO EVENT SHALL THE COMPANY BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR FROM THE USE OR INABILITY TO USE THE PRODUCT (INCLUDING DAMAGES FOR BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR SIMILAR LOSSES), EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO HERTZLER PROPELLER DEALER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY ADDITION OR MODIFICATION TO THIS WARRANTY. The Company’s liability to Customer shall be limited solely to actual damages resulting from any intentional or grossly negligent actions of the Company. In any event, the Company’s cumulative liability under this Agreement, whether arising in contract, tort, or strict liability, shall in no event exceed the total amount received by the Company for the sale of the Products hereunder.

1.3 DEFECTIVE PRODUCTS. If any of the Products as delivered do not perform to the specification of the Customer, then the Customer shall have thirty (30) business days from first flight of the Products, or six (6) months from the date of delivery of the Products, whichever comes first, to notify the Company, specifying the nature of the failure to meet any such specification(s). Within a commercially reasonable time, the Company shall commence to reconfigure the Products to meet such specifications and shall then deliver the Products to Customer upon completion of such reconfiguration. If such reconfiguration is not possible for any reason, the Company shall refund the Purchase Price for the Products. In such event, this Agreement shall be deemed to be terminated; provided however that Section 4 shall remain in full force and effect.

1.4 TERMINATION OF AGREEMENT. Upon the event either that Customer (i) alters, modifies, or changes in any way the Products, or (ii) sells or transfers the Products to any third party, whether or not related to Customer, this Agreement shall immediately become null and void and of no further force or effect; provided however that Sections 1.2 and 4 shall remain in full force and effect.

2. REPRESENTATIONS AND WARRANTIES OF CUSTOMER. Customer represents and warrants that Customer is purchasing the Products for its own use and not for sale or lease to any third parties.

3. TERMINATION.

* 1. GENERAL. This Agreement shall terminate immediately upon delivery of the Products; provided however that Sections 1.2 and 4 shall remain in full force and effect.

3.2 NO RECOURSE AGAINST THE COMPANY. In the event that this Agreement is terminated for any reason, Customer shall waive all rights and remedies against the Company; provided, however, that such waiver shall not apply if the termination of this Agreement shall be due to the willful failure of the Company to deliver the Products as provided above.

4. INDEMNIFICATION. The Customer agrees to indemnify and hold the Company (and its officers, directors, shareholders, employees, agents, successors and assignees) harmless for, from and against any and all liabilities, damages, penalties, deficiencies, losses, attorneys’ fees, costs and expenses whatsoever arising out of or resulting from: (a) any breach of warranty, covenant, condition or representation made in this Agreement by either party, respectively, or in any statement, document, exhibit or certification furnished pursuant hereto, or the nonperformance of any agreement, covenant, condition or obligation to be performed by either party as set forth in this Agreement; (b) acts by the Customer due to, caused by or related to the use of the Products; (c) acts by any third parties due to, caused by, related to use of the Products, and (d) any actions, suits, proceedings, demands, judgments, costs, legal expenses and other expenses incident to any of the foregoing.

5. DEFAULT BY THE COMPANY; REMEDIES. The Customer acknowledges and agrees that the sole remedy for failure by the Company to provide the Products shall be the return of all compensation paid by the Customer to the Company.

6. MISCELLANEOUS.

6.1 ASSIGNMENT. Except for the Company’s right and discretion to hire any employees, agents or subcontractors as necessary to provide Products, this Agreement is not assignable by any party, and any attempt to assign or delegate shall be null, void and ineffective.

6.2 CONSTRUCTION. The laws of the State of Arizona (irrespective of its choice of law principles) shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties. Any action brought to enforce this Agreement shall be commenced and maintained in the State of Arizona, Maricopa County Superior Court, and shall not be subject to removal to any other jurisdiction.

6.3 SEVERABILITY. The provisions of this Agreement are severable. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other of its provisions. If one or more provisions hereof shall be declared invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall be construed in the broadest possible manner to effectuate the purposes hereof.

6.4 AMENDMENT. Amendments of, and modifications and changes to, this Agreement shall be valid and effective only if in written form and signed.

6.5 CAPTIONS. Captions are provided herein for convenience only and they form no part of this Agreement and are not to serve as a basis for interpretation or construction of this Agreement or as evidence of the intention of the parties hereto.

6.6 ENTIRE AGREEMENT. This Agreement is intended by the parties to be the final expression of their agreement, constitutes and embodies the entire agreement and understanding between the parties, is a complete and exclusive statement of the terms and conditions, and supersedes all prior oral and written correspondence, conversations, negotiations, agreements and understandings relating to the subject matter hereof.

CUSTMER SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATED\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_