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# Closing on Sale and Acceptance of Aircraft with Bill of Sale Specifying “As Is” Delivery Waives Contract Provisions Requiring Seller to Correct Discrepancies and Deliver an Airworthy Aircraft

APRIL 7, 2016 | PUBLICATIONS

The aircraft buyer in *Wedderburn Corporation v. Jetcraft Corporation* learned the hard way that a contract term calling for delivery of an airworthy aircraft with discrepancies repaired would not protect the buyer under all circumstances. When the plaintiff took delivery of its aircraft and signed off on delivery documents providing for delivery “as is,” the North Carolina Business Court ruled that the airworthiness and repair provisions of the contract were “conditions precedent” that had been waived. Although the breach of these conditions would have entitled the buyer to terminate its purchase and get a refund, when this buyer accepted delivery of the aircraft with a Bill of Sale specifying delivery “as is, with all faults,” the court ruled that this waived the conditions precedent and precluded the buyer’s claim for breach.

This post was drafted by [Gardiner Davis](#), a partner in the Kansas City office of Spencer Fane. For more information, visit [spencerfane.com](http://spencerfane.com).

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