

## SERVICE ORDER TERMS AND CONDITIONS

SERVICE ORDER/REVISION AUTHORIZATION: These Service Order Terms and Conditions apply to all work performed upon the Aircraft by Textron Aviation Inc. (TAI).

AUTHORIZED PARTY: The individual signing this Service Order/Revision represents that he/she is the authorized agent of Customer and has authority to bind the owner of the Aircraft and authorize work to be performed on the Aircraft.

OFFSITE PROVISIONS: For Mobile Service Unit (MSU) and other offsite work, Customer acknowledges responsibility for the following special charges:

1. Offsite rate is \$225 per hour per technician, and all work will be billed on a time and material labor basis.
2. Customer is responsible to pay for travel time to the Aircraft's location and for return to the MSU base or TAI location at the offsite rate of \$225 per hour per technician. (For example, 10 hours of travel for 2 technicians x \$225/hour = \$4,500.)
3. Customer is responsible for travel related expenses including, but not limited to, airfare, rental car, lodging, and freight.
4. A deposit covering estimated travel expenses and estimated work scope is required prior to dispatch of technician(s).
5. For a work scope estimated to be greater than \$50,000, a deposit of 50% is required for work to continue.

Initial to accept MSU/offsite provisions #1 through #5: \_\_\_\_\_

PAYMENT TERMS: Unless the parties agree in writing to other payment terms, Customer agrees to pay for the work prior to the release of the Aircraft to Customer. As outlined below, TAI may require, and Customer agrees to pay, advance or interim deposits, or progress payments as required.

DEPOSITS AND PROGRESS PAYMENTS: An advance deposit will be required as follows:

- a. scheduled or unscheduled maintenance in excess of \$100,000 require a 50% advance deposit prior to aircraft input, plus progress payments or additional deposits as required and invoiced by TAI for work arising in excess of \$100,000;
- b. paint, interior refurbishment, or modification work require a 50% advance deposit of the total workscope at the time of Customer's signing and returning the Proposal, plus progress payments or additional deposits as required and invoiced by TAI;
- c. aircraft pre-buy inspections require an advance deposit equal to 100% of the total workscope at signing of the Pre-Buy Survey Agreement, plus progress payments or additional deposits as required and invoiced by TAI due to changes in workscope or pricing estimates.

All advance deposits will be nonrefundable due to TAI's commitment of a work slot and labor and/or the ordering of parts or components.

The total balance due must be paid in full within (3) three days of the Aircraft being returned to service or prior to Aircraft departure from TAI, whichever occurs first. If the Customer has an open credit account with TAI, the total balance due, not to exceed the credit limit, can be applied to the open credit account when the account is in good standing. Customer is responsible for payment of all amounts due prior to aircraft departure for projects related to Engine Overhauls, Pre-Buy transactions, or where the Customer is seeking reimbursement through insurance coverage. Customer remains liable for any charges for which warranty coverage has been requested but is denied.

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ADDITIONAL CHARGES: If the following charges are applicable but not reflected in the proposal, they will be included in any final invoice:

- a. state sales or use tax, if applicable;
- b. freight (all over-and-above Customer-approved freight will be billed at actual cost);
- c. over-and-above charges associated with exchange cores determined by the vendor to be beyond normal overhaul or economical repair;
- d. discrepancies, including the treatment of corrosion, replacement parts and miscellaneous material associated with the above work, which will be corrected on a time and material basis subject to the prior review and approval of the Customer;
- e. charges for rework of or additions to Customer-furnished engineering;
- f. flight crews required for ground or flight testing;
- g. any additional cost of work scope for aircraft modified outside of the aircraft Type Certificate, which may also incur additional downtime;
- h. fuel, oil and insurance;
- i. Customer-provided parts, if accepted by TAI, will incur an additional 30% charge; and
- j. the cost of delivery of the aircraft away from the service facility, including the satisfaction of any foreign regulatory requirements.

TAXES AND IMPORT/EXPORT: All applicable federal, state or local taxes and all duties, import or export fees, tariffs, or other similar levies shall be invoiced to and paid by the Customer except when the Customer provides the appropriate certificate of exemption. When applicable, all US and Foreign importation and export formalities, licenses, reporting, documentation, and/or permissions shall be Customer's sole responsibility.

NO RE-EXPORT TO RUSSIA OR BELARUS: The Customer shall not sell, export, or re-export the purchased goods to Russia or Belarus, or for use in Russia or Belarus. If the Customer sells, transfers, exports, or re-exports the purchased goods to a third-party, the Customer shall with its best efforts, ensure the third-party commits to comply with this restriction. Violations of this condition is a material breach of this agreement and shall permit TAI to seek all available remedies against the Customer, including but not limited to termination of this and all other contracts between the Customer and TAI. The Customer shall inform TAI of any Customer or third-party noncompliance and provide all relevant information to TAI within ten (10) business days of becoming aware of those issues.

AIRCRAFT OPERATIONS BY SERVICE CENTER: TAI is authorized to perform ground operations of the aircraft (taxiing and engine runs) as necessary for troubleshooting or to test the maintenance performed, or flight operations as separately authorized by you.

FORCE MAJEURE and EXCUSABLE DELAY: TAI shall not be responsible for any delay, damages, or claims outside its control or due to Force Majeure, which includes Acts of God or the public enemy, acts of government, fire, explosion, riot, epidemic, quarantine restriction, strikes, civil disturbances, floods, earthquakes, adverse weather conditions, and other similar causes or events. The time for performance by TAI shall be extended for a period of time equal to the length of such event or condition. TAI shall also not be liable for any delay due additional discrepancies discovered in the course of the work, or changes in the work scope at Customer's request.

AIRCRAFT STORAGE: TAI does not represent or agree that the Aircraft will be stored in a hangar, absent a specific agreement in writing. Aircraft left on TAI property after return to service or without necessary work authorizations are subject to storage charges equal to the greater of the actual incurred

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cost of storage or \$10,000 per month or part of a month, beginning 7 days after notice of completion of work or if Customer fails to respond within 48 hours to any request by TAI for work authorization.

Additionally, TAI shall have no liability for any deterioration or damage to the aircraft due to any cause while left in its possession, and TAI will have no responsibility to preserve or maintain the condition of the Aircraft or its engines. In the event TAI, in its sole discretion, undertakes any such efforts to preserve or maintain the condition of the Aircraft or its engines, Customer will be responsible for the costs of any preservation tasks, which Customer hereby authorizes.

REMOVED PARTS: Any parts or components removed and replaced by TAI during performance of the service shall become the property of TAI and may be disposed of by TAI without approval of Customer.

TAI LIMITED WARRANTY: Subject to the limitations stated below, TAI warrants parts and labor for six months. Customer's sole remedy and the entire extent of TAI's liability under this limited warranty shall be (i) re-perform the applicable labor if found defective by TAI in its sole discretion; and/or (ii) the repair and/or replacement of parts, at TAI's Center's option, in accordance with the terms of the Textron Aviation Parts and Distribution (TAPD) Spares Warranty. This limited warranty does not extend to manufacturer's and vendor's parts that are outside the TAPD Spares

Warranty, including, without limitation, any defect existing in such parts. Such parts warranties if any are supplied by the manufacturers and/or vendors of such parts. Customer waives all other warranties, express or implied, whether of merchantability, fitness for a particular purpose, or otherwise. The obligations of TAI in this limited warranty shall be the exclusive remedies for any breach of warranty.

LIMITATION OF LIABILITY: Customer agrees that the price charged by TAI for the goods and services provided under this agreement has been determined in reliance upon Customer's acceptance of the terms and conditions of this agreement including this limitation of liability. TAI's liability for damages of any kind shall in no event exceed the price for the goods or services giving rise to the claim. Neither party shall be liable for any loss of use, revenue, or profits, diminished value, or special, consequential, incidental, or punitive damages that arise or in any way related to this agreement or the aircraft's presence at the TAI facility, even if the other party has been advised of the possibility of such damages or loss. This limitation of liability applies to the extent permitted by the applicable law and regardless of whether any liability arises from breach of contract, warranty, tort, including negligence, by operation of law, or otherwise.

USE OF SUBCONTRACTORS: TAI reserves the right to have work performed by subcontractors contracted by TAI. Work may be performed either on-site or at the subcontractor's facility. TAI subcontractors are subject to oversight by TAI's FAA approved quality control manual.

MAINTENANCE TRACKING SERVICE: If Customer subscribes to a maintenance tracking service, that coordinates the exchange of data with TAI, Customer consents to TAI sharing aircraft return to service data with Customer's tracking service.

ENTIRE AGREEMENT: These terms shall take precedence over any terms purportedly imposed by Customer, shall constitute the entire agreement between the parties, and shall supersede all other negotiations, statements or agreements, excepting only a TAI proposal for all or part of the work.

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COUNTERPARTS and ELECTRONIC SIGNATURES: This agreement and any amendments may be signed in counterparts by wet signatures, electronic signatures, or signatures scanned and sent to the others via E-Mail. If applicable, Customer agrees to accept communications from TAI's e-signature vendor. Electronic signatures will have the same legal significance as written signatures pursuant to the Electronic Signatures in Global and National Commerce Act, any applicable version of the Uniform Electronic Transactions Act, or other applicable law. Each counterpart will be deemed an original for all purposes and together they will constitute one and the same instrument.