

Concorde Jet Center Maintenance Proposal

THIS PROPOSAL AND PROPOSAL TERMS AND CONDITIONS (these "terms") are by and between the person or entity listed as the Owner/Operator on this Agreement (hereinafter, the "Customer") and Concorde Jet Center., or its subsidiaries, as applicable (hereinafter referred to as "CJC"). Please refer to Terms and Conditions at the end of this document.

Work scope Details:

• Inspections: See Note(s)

*Unless otherwise stated, price includes:

- Aircraft protection
- Labor
- Associated acceptance runs and system operational checks.
- Removal/installation of aircraft cockpit, external access panels, and floorboards as applicable
- Logbook review includes Airworthiness Directives and Life Limited Components back to last RTS.
- Servicing of the lavatory
- Sealing of related access panels.
- Post inspection related functional tests.
- Quality control and logbook entries

*Unless otherwise stated, price excludes:

- Vendor charges
- Materials and parts not specifically listed in the proposal.
- Customer specific requirements, special inspection tasks or any deviations from the standard inspection programs
- Interior access with custom interior (costs to be estimated)
- Paint touch-up with specific exterior finishing techniques
- Refuel / defuel charges to facilitate maintenance.
- Shipping charges
- Inspection discrepancies (guidelines are provided for budgetary purposes only)

Labor Rates:

- Global Express Time and Material labor rates per man-hour are as follows:
 - Posted Shop Rate \$150
 - Discrepancy Rate \$150
 - Premium Rate \$225
 - Engineering \$180.00/ hr. plus outside Approval costs as needed.

Pricing Notes:

- Administration of Warranty, Smart Parts, RRCC or equivalent will be accomplished during the invoicing process per your Aircraft Purchase Agreement and/or Airframe/ Engine Contracts, as applicable.
- Part Coverage programs (such as HAPP) will be administered during the invoicing process when coverage details are provided, and vendor approval is received.

Sales Tax:

- Sales Tax not applicable.

Consumables/ Shop Supplies:

- A shop supply charge, equal to 4% of the total, will be invoiced. The fee covers disposal services and materials used, which do not leave with the aircraft, e.g., protective coverings, tape, solvents, shop cloths, cleaning compounds, etc.

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Terms of Payment:

The CJC facility performing the work will provide you with pro-forma invoices as required. The project size and type of visit (scheduled vs. AOG) will determine advance payment requirements. Customer accounts must be current, proposal signed, and advance payments or deposits received before work can commence.

Project Size	Type of Visit	Payment Requirements
< \$50,000	Scheduled	No advance payment required. Payment of pro-forma invoice and final invoice balance is required prior to aircraft departure.
> \$50,000	Scheduled	Advance payment up to 50% of the proposal total is required, dependent on parts required to be ordered, prior to or upon aircraft arrival. Progress payments shall be invoiced monthly, payable net 10. Payment of pro-forma invoice and final invoice
All	AOG	No advance payment required. Payment of pro-forma invoice and final invoice balance is required prior to aircraft departure.

* Pro-forma invoices must be paid in full by Customer. Final payment must be received prior to departure from the CJC facility unless other arrangements are agreed to in writing.

- The work and schedule described in this Proposal may require CJC to plan and secure the necessary resources to support the performance of the work in advance and prior to the Aircraft 's arrival at CJC. CJC may require additional deposits for high dollar, long lead, or special purchased parts and/or extended visits. Accordingly, Customer acknowledges and agrees that CJC may rely on this signed Proposal and begin securing and purchasing such parts, material, equipment, and engineering as CJC may find necessary to support the project described in the Proposal. In the event Customer does not have the project performed at CJC and CJC has incurred such expenses, CJC may charge such expenses to Customer and Customer agrees to pay CJC for such reasonable expenses. Customer agrees that CJC may withhold such expenses and deduct them from the Advance Payment any Interim Payments (s).

Payment Options:

- Payments: By credit card or wire transfer. Wire transfers should be made over the Federal Wire Transfer System.
- Credit Card payments will incur a 3% fee.
- Wire Transfer Instructions to be provided as required.
- **Note: If funds are coming from outside the United States, please instruct your bank to transfer U.S. funds via your correspondent bank in the U.S. for further transfer via Federal Wire Transfer System.**

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Acknowledgement of Proposal:

- Signature below indicates your acknowledgment of the Concorde Jet Centers Proposal as well as the Proposal & Work Order Terms and Conditions.
- All prices quoted are in U.S. currency.
- This Proposal, with your acknowledgment signature, is not a binding agreement between you and Concorde Jet Centers for the work described, herein, until your acceptance and execution of the related aircraft work order payments or/and upon your arrival at our hangar.
- If additional work requirements are discovered during the planning phase and the requirements have an impact on terms outlined in this Proposal, Concorde Jet Centers will advise the customer as soon as possible.
- The performance of the work, in accordance with the terms described in this Proposal and Proposal Terms and Conditions, is subject to the Concorde Jet Centers standard aircraft work order documents, which contain additional terms and conditions, under which the work will be performed.

Customer:		Company:	Concorde Jet Centers
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Date:		Date:	
	Cost agreed on to be received prior to arrival:		

Please Verify the Following Information:

Type of Operator	Inspection Program Type	Maintenance Tracking
<input type="checkbox"/> EASA	<input type="checkbox"/> FAR 91.409 (f) (1)	<input type="checkbox"/> AvTrak
<input type="checkbox"/> Part 91	<input type="checkbox"/> FAR 91.409 (f) (2)	<input type="checkbox"/> CAMP
<input type="checkbox"/> Part 91 K	<input type="checkbox"/> FAR 91.409 (f) (3)	<input type="checkbox"/> CAMS
<input type="checkbox"/> Part 121	<input type="checkbox"/> FAR 91.409 (f) (4)	<input type="checkbox"/> Flight Docs
<input type="checkbox"/> Part 135	<input type="checkbox"/> FAR 135.411 (a) (1)	Other:
Other:	<input type="checkbox"/> FAR 135.411 (a) (2)	

Please Provide the Following (If Applicable):

- Part 135, Hazmat Carry Letter

CONCORDE JET CENTER

TERMS AND CONDITIONS - 2019

THESE PROPOSAL TERMS AND CONDITIONS govern any proposal (each a "Proposal") provided by Concorde Jet Center LLC, or its affiliates, as applicable ("CJC") to the person or entity listed on the Proposal ("Customer"). As used herein, CJC shall mean CJC and/or its subsidiaries and/or affiliates.

1. **SCHEDULE:** As detailed in the Proposal

2. INSPECTION:

- A. CJC inspection pricing is for labor only per Manufacturer's Recommended Maintenance Program (Time Limits and Maintenance Checks) (the "TLMC").
- B. Inspection prices apply to aircraft on the TLMC (airframe, engine and/or APU, as applicable).
- C. Revisions to the TLMC may be issued prior to aircraft arrival. Customer will be informed of any related price or downtime adjustments.
- D. Where duplication of tasks exists among inspections - prices are adjusted accordingly in the proposal.
- E. Interior access may or may not be included in inspection price - reference Proposal for details. Interior access is estimated only, and time will be billed T&M
- F. Items not included in the inspection price - additional charges will apply:
 - i. Special inspection tasks or deviations from the standard inspection program. Customer should provide a list of tasks, including full description of requirements before aircraft arrival.
 - ii. Aircraft with specific exterior finishing techniques, e.g., when heavy filler is applied to panel seams and screw heads during the paint process (significant additional labor is required to locate the panels, cut around screw heads, and access the panels).
 - iii. Inspection prices do not apply to special mission or experimental aircraft.
 - iv. Metallic Paint touch-ups (see section 7B).
- G. Average inspection discrepancy guidelines are provided for budgetary purposes and exclude:
 - i. Extraordinary items including (but not limited to) - structural damage, heavy corrosion, unusual environment-induced discrepancies, unusual heat distress, FOD or unusual erosion damage, which can substantially increase repair expenses and lengthen downtime.
 - ii. A list of discrepancies and applicable proposed repairs, including price and schedule information, will be provided for Customer approval following completion of the inspection tasks. Pricing for discrepancy repair action will be provided to the Customer prior to work.

3. DISCREPANCIES/MAINTENANCE REQUESTS:

Discrepancies found during the work scope or reported by the Customer will be entered in our Aircraft Work Order forms. Deferral, troubleshooting, or repair alternatives will be discussed with the Customer upon discovery of any discrepancies and the Customer's authorization will be obtained prior to working on such discrepancies. Whenever possible, proposed corrective action(s) will be accompanied by estimated cost of parts and labor. Without the Customer's written authorization, CJC may stop work on the aircraft which could impact downtime.

4. SERVICE BULLETINS/MODIFICATION KITS:

- A. Service bulletin prices include labor, kits, and material (as specified in the service bulletin). Aircraft panel access and other parts and consumables may be additional.
- B. Service bulletin prices do not include the following (additional charges will apply):
 - i. Consumables or locally procured parts, if required.
 - ii. Interior access, if required.
 - iii. Painting requirements following completion of bulletin, if required.
 - iv. Additional aircraft modifications required due to previously incorporated alterations and/or discrepancies found while performing a service bulletin. Any deviations will be discussed with the Customer and priced accordingly prior to proceeding with the work.

5. STC OR FIELD APPROVED MODIFICATIONS:

- A. CJC retains all usage and ownership rights to developed Supplemental Type Certificates ("STC"s) and all deviations performed.
- B. Modifications are based upon using STC's or other FAA approved drawings and assume the following:
 - i. Existing interfaced equipment and interconnections are "fully operational".
 - ii. Line Replaceable Units (LRU), accessory items, annunciators, antennas, and other required parts are installable - without relocation or modification of existing equipment, cockpit panels, pedestal, or structure, as provided by the approved certification data.
 - iii. If required by FAA or STC, a DER pilot will be provided by CJC to occupy the right seat during flight evaluation.
- C. Modifications price does not include the following (unless otherwise stipulated in the proposal):
 - i. Aircraft cabin interior access charges, foreign certification requirements, and flight evaluation expenses if required.
 - ii. DER pilot's travel and living expenses as applicable.
 - iii. If required, expenses related to aircraft reclassification into an experimental category.
 - iv. Any repairs or required deviations from the planned STC/field approved alteration caused by existing installations or deviations from the standard (or stated configuration). If required, repairs/deviations will be presented to Customer for approval prior to working. Downtime may also be affected.

6. INTERIOR REFURBISHMENT:

- A. Prices provided are based upon a specific material allowance. Should the Customer choose material that exceeds the allowance, additional charges will apply and CJC will obtain the Customer's approval prior to proceeding with the work. Downtime is estimated until the aircraft interior specification is completed, and all material availability is confirmed.

7. PAINT (TOUCH UP):

- A. Paint touch-ups (i.e., limited paint is required) completed by brush application to restore paint as close as possible to the original color (but not necessarily the same texture) is included in the prices quoted for work performed. Materials (paint) are charged as a separate line item on your invoice.
- B. Metallic Paint - brush touch-up is inadequate to restore paint aesthetics. Additional charges will apply if spray touch up is required. Customer will be advised of any special requirements before work begins.
- C. If painting of a specific area is required (not considered touch up), or painting of the entire aircraft is required, then additional paint pricing will be provided to the Customer upon request.

8. **SHOP SUPPLIES:** A shop supply charge, equal to 4% of total, will be invoiced to the Customer.

9. **MANUALS:** All manuals needed for the completion of the insp/defects to be supplied by Customer

10. **SALES TAX:** As detailed in the Proposal and WORK ORDER TERMS AND CONDITIONS

11. **LABOR RATES:** As detailed in the Proposal.

12. **TRAVEL AND LIVING (T&L) FEES:** CJC may charge reasonable T&L expenses (flight, hotel, mileage) for technicians performing work at the Customer requested location.

13. AIRCRAFT STORAGE FEES:

Customer will be charged a storage fee of US\$1,000 "per day" for the following:

- A. Aircraft "returned to service" that remain at the facility for more than 24 hours, or as agreed.
- B. Idle time following the completion of an aircraft inspection or examination while awaiting the Customer's approval of work or corrective action. In these circumstances, idle time:
 - i. Starts when a list of findings and/or corrective actions have been submitted to the Customer or upon closing a work order and ends upon receiving approval for work of sufficient magnitude to occupy 8 techs total for 2 complete shifts or when aircraft is returned to Customer.
 - ii. CJC may store the aircraft outside if hangar space is unavailable.

iii. Idle time will not be charged to the Customer if the idle time is caused by CJC.

14. PARTS AND MATERIALS:

- A. Parts installed on an aircraft are accompanied by serviceable data, as required by the FAA, which will be provided to the Customer as necessary. All parts, hardware and materials removed and replaced become the property of CJC and the Customer shall perform all tasks necessary to transfer such title, if any. Such removed items will be scrapped, repaired, or overhauled, as deemed necessary by CJC.
- B. Hazardous materials found in an aircraft, such as asbestos or other such materials, require special handling. The handling of such materials is not contemplated in the Proposal, thus, any scheduling impact or charges connected with handling hazardous materials will be communicated to the Customer as soon as practical and may result in additional charges.
- C. CJC will supply all parts unless other arrangements have been previously made and agreed upon with the Customer.

15. OIL AND/OR FILTER SAMPLES:

When engine oil and/or filter samples are required, samples are collected and sent to a qualified lab. Lab results are in turn forwarded to the Customer. CJC will not interpret the results nor be responsible for making judgments regarding the engine's integrity. This is a matter for the engine manufacturer and operator to determine. CJC will return an aircraft to service prior to sample results being obtained. The aircraft operator is solely responsible for deciding whether to fly the aircraft before receiving sample results.

16. HANDLING FEES:

- A. Handling fees are not charged for CJC factory-installed parts or components purchased from CJC.
- B. Parts supplied by the Customer (not purchased from CJC), will be subject to a 15% handling fee (based on catalog list price).
- C. Services performed by outside subcontractors and/or parts provided by outside vendors are subject to a 25% handling fee (based on the amount of such subcontractor's or vendor's invoice). When charged for handling fees, the Customer will be charged a minimum of US\$250.
- D. When a quantity of a specific part number (P/N) item (life vests, etc.) is forwarded to a single outside service provider (servicing, repair, or certification, etc.), the handling fees for the group of items will be a minimum of US\$250.

17. SHIPPING CHARGES:

All counter-to-counter, dedicated ground or air carrier and chartered aircraft shipping expenses will be invoiced to the Customer. Shipping expenses on non-factory installed parts and vendor repaired parts, incurred on the Customer's behalf, will be charged to the Customer, and will appear as a separate item on the invoice. A charge the Customer the shipping expenses for the necessary parts plus a 15% fee.

18. **PLANNING CHARGES:** CJC will charge a one-time US\$500 call-out fee for each unscheduled maintenance event performed by a CJC technician outside of the CJC location.

19. **DEFUELING:** will be charged on time and materials basis. Fuel removed may not be returned to the aircraft and discarded.

20. **TOOLING/SERVICES:** Any special tooling and/or equipment rentals and/or services required will be additional and billed on the final invoice.

21. **SYSTEM PRESERVATIONS:** Aircraft, engines, APU, systems, or component preservation are not included in the scope of work. Customer shall be responsible for making certain that all specific preservation tasks related to the aircraft, engines, APU, systems, or component which are required or become required while the aircraft is in the custody of Jet East are identified. All costs related to the foregoing tasks will be the responsibility of Customer and billed on time and material basis.

22. DOCUMENTATION:

- a. CJC provides documentation required by the FAA, Federal Aviation Regulation FAR 43, relating to the work performed by making maintenance record entries in the aircraft logbook. Major repairs and major alterations are made in accordance with FAA approved data and recorded on FAA form 337.
- b. CJC relies on the Customer to provide all tech data such as wiring diagrams and other necessary documentation that accurately reflects the current configuration of the Customer's aircraft.
- c. In addition to the manufacturer's inspection program, CJC can comply with inspection programs established by the operator and approved by the FAA. Continuous airworthiness inspections approved under FAR 135 Air Taxi, FAR 121, 127, or 135 Carrier Operating Certificates - can also be accomplished. Following review of an approved program, CJC will advise if additional charges apply.
- d. The Customer is solely responsible for all foreign certification requirements in the country where the aircraft is registered, unless otherwise stated in the Proposal.

23. AIRWORTHINESS:

- a. CJC will comply with the applicable airworthiness inspection requirements and/or test the systems installed or modified. FAR 91.213 requires US registered turbojet aircraft coming out of an inspection to have all systems operational before returning to service, or exemption provided for by virtue of a minimum equipment list. Aircraft may depart on a ferry permit provided aircraft is safe for intended flight.
- b. Logbook review is included in airworthiness inspection guaranteed prices for aircraft visiting CJC on a regular basis. The review will be limited to AD, and life limited items common to the article being inspected and will go back to the last CJC provided FAR 43.11 "Return To Service" logbook entry. A courtesy 200 hour / 6 month forecast for ADs and life limited items will be performed.
- c. Additional logbook research required on aircraft that do not visit CJC on a regular basis or for aircraft registered in countries other than the USA will be invoiced to the Customer. Additional logbook research requirements, discrepancies found during the logbook review, as well as methods to address said discrepancies, will be submitted to the Customer for approval prior to proceeding.

24. DEFINITIONS AND TERMS:

- a. The Proposal terms and conditions are general business terms and definitions relating to the pricing, scheduling, and technical contents of the standard CJC Proposal and any work order for scheduled or unscheduled maintenance events performed at a CJC facility only.
- b. Standard definitions utilized during a schedule/unscheduled event are as follows:
 - i. **GUARANTEED:** Items invoiced exactly as provided to the Customer. Refer to the Proposal notes for any exceptions that may apply to the aircraft maintenance event.
 - ii. **ESTIMATE:** Unable to guarantee price but have sufficient data to provide an estimate. Any revisions to the estimate (due to scope changes, troubleshooting results, etc.) must be reviewed with, and approved by, the Customer.
 - iii. **NOT TO EXCEED:** Maximum price for an item. Customer's invoice will reflect related expenses invoiced at time and materials, up to the agreed upon "not to exceed" amount.
 - iv. **TO BE DETERMINED:** Items requiring additional evaluation or work definition before any pricing or downtime information can be provided to the Customer.
 - v. **ROM (ROUGH ORDER OF MAGNITUDE):** Budgetary figure based on historical data, but not specific to an aircraft serial number. Intended as temporary pricing pending more detailed quote.
 - vi. **CONSUMABLES:** Any material that leaves with the aircraft, i.e., sealant, paint, hardware, fluids.
 - vii. **Percent:** All percentages are listed as % margin

25. **EXPORT:** As detailed in the WORK ORDER TERMS AND CONDITIONS

26. **TERMS AND PAYMENT:** Payment terms specified in a Proposal will apply in conjunction with THE WORK ORDER TERMS AND CONDITIONS, once such work order is signed.

CONCORDE JET CENTER

TERMS AND CONDITIONS - 2019

THESE AIRCRAFT WORK ORDER TERMS AND CONDITIONS (the "Agreement") are by and between the person or entity listed as Owner/Operator on this Agreement (the "Customer") and Concorde Jet Center LLC, or its affiliates, as applicable ("CJC"). Capitalized terms defined in the Proposal and not otherwise defined herein shall have the meaning ascribed to them in the Proposal.

1. TITLE. Title to all parts and materials installed in Customer's aircraft or other goods, regardless of affixation or installation therein, shall not pass to Customer or any other person or entity until full payment is received by CJC. CJC shall retain title to any engineering, data, drawings, Supplemental Type Certificates (STC's), developed by or for CJC related to the completion of the work hereunder.

2. PAYMENT TERMS. All work orders require full payment prior to aircraft departure, except as described in this Article 2. For work orders with a Proposal amount exceeding US\$50,000, Customer shall make an advance payment up to fifty percent (50%) of the Proposal amount, dependent on the parts required to be ordered, prior to or upon aircraft arrival. Progress payments shall be invoiced monthly, payable net 10. Prior to return to service of the aircraft, CJC shall issue a pro-forma invoice which shall be paid in full by the Customer. Upon return to service of the aircraft, CJC shall issue a final invoice. If the amount of the final invoice exceeds the amount of the pro-forma invoice, the aircraft may leave the CJC facility if (i) prior authorization and agreement has been reached and documented with CJC owner or owner designee (ii) Customer pays the portion of the balance that remains outstanding. Final payment must be received within thirty (30) days of the date of the final invoice if the aircraft has left the CJC facility in accordance with the provisions of this Article 2. CJC may require additional deposits for high value, long lead, or special purchased parts and/or extended visits or in cases where CJC determines that Customer's creditworthiness or payment history necessitates such deposits. Customer shall pay to CJC interest on all amounts past due at the lesser of the rate of three percent (3%) per month or the maximum allowed by applicable law, until the date payment in full is received by CJC.

Estimated pricing will be billed on a labor and material basis and the final price may exceed the estimated price. In the event Customer disputes any portion of the amount charged to Customer by CJC, Customer shall pay the undisputed portion of the charges in accordance with the terms set forth herein and set forth in the Proposal, if any. To dispute a portion of the charges, Customer shall provide written notice to CJC of such disputed amounts prior to departure from CJC and the parties shall make all reasonable efforts to resolve disputes within thirty (30) days of CJC receiving such notice. Once such dispute is resolved, Customer shall pay such resolved amount, as applicable, within five (5) days after resolution of the dispute. In the event of an owner change prior to final payment the new owner can be held liable for payments if the original contract is under default.

3. TRAVEL AND LIVING (T&L) FEES: CJC may charge reasonable T&L expenses (flight, hotel, mileage) for technicians performing work at the Customer requested location.

4. COLLECTION. Customer agrees to pay all reasonable attorneys' fees, costs and expenses incurred by CJC because of any breach of this Agreement by Customer. Customer grants to CJC a lien and security interest in the aircraft for all obligations and liabilities arising under this Agreement. Customer agrees to pay storage costs identified in the Proposal or, if unspecified, at CJC's customary rates.

5. EXCHANGES. Customer agrees that if parts are replaced hereunder on an exchange basis and the exchange core requires replacement parts not normally required during the overhaul, Customer shall be responsible for such replacement parts in addition to the price of the exchange.

6. TAXES. Except for amounts attributable to CJC's net income, the amount of all Federal, State, and local taxes applicable to the sale, use, value added, or transportation of the articles sold, or the work performed hereunder, and all duties, imports, tariffs, or other similar levies shall be paid by the Customer, except where the Customer shall furnish appropriate certificate of exemption therefrom. Customer agrees to indemnify and hold CJC harmless from the payment or imposition of any tax, including penalties and interest thereon, imposed for any articles sold or used hereunder or for any work performed hereunder.

7. SCHEDULE. Where a delivery schedule has been established, such schedule is based on historical data for accomplishing the specific work scope. CJC will use reasonable commercial efforts to comply with such delivery schedule; however, CJC shall not be responsible for any damages for failure to deliver in accordance with the schedule, including but not limited to the cost of chartering alternative transportation, additional travel expenses, loss of revenue etc.

8. CONDITION OF AIRCRAFT. The customer represents that except for any equipment originally furnished on the aircraft when manufactured, no hazardous equipment, personal items, goods, or articles of any kind will be located on the aircraft when delivered to CJC for service.

9. INSURANCE. Customer shall be responsible for maintaining insurance on the aircraft, including hull insurance, equal to or greater than the value of Customer's aircraft, during the performance of this Agreement.

10. WARRANTY.

A. Generally, Subject to the terms, conditions, and limitations contained herein, CJC provides the following warranties for the following types of work and/or goods:

i. STC/ Field Approved Modifications/ Interior Refurbishing. Work performed in accordance with an STC, field approved modifications or interior refurbishment work, including work to upholstery, sheet metal, electrical, cabinetry, wood surfaces, and plating is warranted against defects in CJC workmanship for a period of three (3) months or one hundred (100) hours of flight time, whichever occurs first, commencing from return to service.

ii. Exterior Painting. Where more than fifteen percent (15%) of the total surface area of the aircraft is repainted, the adhesion of such painting work is warranted against defects in CJC workmanship for a period of three (3) months or one hundred (100) hours of flight time, whichever occurs first, commencing from return to service.

iii. Parts Repair. All repaired parts installed by CJC are warranted against defects in materials and workmanship as per the purchase terms of the vendor providing the part to CJC.

iv. Overhaul. All overhauled parts installed by CJC are warranted against defects in materials and workmanship as per the purchase terms of the vendor providing the part to CJC.

v. New Parts. All new parts manufactured by CJC and installed by CJC are warranted against defects in materials and workmanship for a period of three (3) months, commencing from the return to service.

vi. Vendor Labor / Parts. All vendor parts and / or labor shall be subject to the individual vendor's warranty. CJC will assist Customer in obtaining vendor warranties.

vii. Generally, Unless otherwise set forth above, CJC warrants that all work performed by CJC is warranted against defects in workmanship for a period commencing from return to service of ninety. (90) days or one hundred (100) hours of flight time, whichever occurs first.

B. Terms and Conditions. The following terms and conditions apply to this Article 10.

i. CJC will only honor the warranties provided herein for which Customer has made a warranty claim in writing within thirty (30) days following the discovery of the defect. Such claim shall include the Customer's name, Customer contact information, part, or work subject to the warranty claim, the date work was performed, and the CJC location where the work was performed. Claims made outside of the specified periods will not be honored.

ii. All warranty repair work shall be conducted by or through CJC.

iii. Customer shall be responsible for proper packaging and insuring of warranted items shipped to CJC, all shipping charges, customs duties, taxes, tariffs, and other related charges of warranted items between Customer and CJC. Customer bears all risk of loss until warranted item is received at CJC service center. Warranted gyroscopic-type instruments will only be accepted by CJC for warranty work if shipped by airfreight.

iv. CJC shall have the option to test any item received for warranty work for evidence of defect. If any such item is found not to be defective or that the defect is not due to a warranted condition hereunder, Customer shall be responsible for and agrees to pay for any test performed, including bench testing and recertification.

v. CJC's warranty obligations shall be limited to repair of defective work or parts or replacement of the same, at CJC's sole discretion. Any parts replaced or repaired will be in new condition or if not in new condition, comparable in function and performance to the original part.

vi. Warranted items must be received at a CJC service center within twenty (20) days of receipt of the warranty claim.

C. Limitations and Exclusions. The warranties provided hereunder do not include and CJC shall not be obligated with respect to damage due to normal wear and tear, damage occurring during, or caused by, shipping, damage due to improper storage, handling, installation, operation, or general misuse or abuse.

D. No Other Warranties/Representations. THE WRITTEN LIMITED WARRANTIES OF REPAIR OR REPLACEMENT SET FORTH IN THIS ARTICLE 10 ARE IN LIEU OF ANY OTHER WARRANTY, OBLIGATION, OR LIABILITY TO CUSTOMER, EXCEPT AS SPECIFICALLY SET FORTH IN THIS ARTICLE 10. CJC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR INFRINGEMENT. THE WARRANTIES AND REMEDIES CONTAINED IN THIS ARTICLE 10 ARE IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES CUSTOMER MAY HAVE AGAINST CJC CONCERNING THE SALE, USE, OR OPERATION OF THE GOODS SUBJECT TO THIS AGREEMENT. CJC HAS NOT AUTHORIZED ANY THIRD PARTY TO MAKE ANY REPRESENTATIONS, WARRANTIES, PROMISES, GUARANTEES, COVENANTS, OR AGREEMENTS, ORAL OR WRITTEN ON CJC'S BEHALF, AND CUSTOMER ACKNOWLEDGES AND AGREES THAT NO SUCH THIRD PARTY IS THE AGENT OF CJC AND THAT CJC SHALL NOT BE BOUND BY THE SAME. THE LAWS OF SOME STATES DO NOT PERMIT CERTAIN LIMITATIONS ON WARRANTIES OR REMEDIES. IN THE EVENT SUCH LAW APPLIES, THE FOREGOING EXCLUSIONS AND LIMITATIONS ARE AMENDED INSOFAR, AND ONLY INSOFAR, AS REQUIRED BY SAID LAWS.

E. LIMITATION OF LIABILITY. Customer acknowledges that the prices CJC has agreed to charge Customer for the goods and services covered by this Agreement have been agreed upon by CJC in reliance upon Customer's agreements limiting CJC's liability set forth above and below, and that without such agreements, CJC would be unwilling to provide such products and services for the price and other terms set forth herein. CJC'S LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING BREACH OF CONTRACT OR WARRANTY OR FOR NEGLIGENCE OR OTHER CONDUCT, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE SALE, DELIVERY, RESALE, OR REPAIR OF ANY GOODS COVERED BY OR FURNISHED UNDER THIS AGREEMENT SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE WORK, GOOD, OR PART THEREOF WHICH GIVES RISE TO THE CLAIM. IN NO EVENT SHALL CJC BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS. THE LAWS OF SOME STATES DO NOT PERMIT CERTAIN LIMITATIONS ON WARRANTIES OR REMEDIES. IN THE EVENT SUCH LAW APPLIES, THE FOREGOING EXCLUSIONS AND LIMITATIONS ARE AMENDED INSOFAR, AND ONLY INSOFAR, AS REQUIRED BY SAID LAWS.

11. ACCESS AND REPRESENTATIVES. A reasonable number of Customer representatives shall have access during normal business hours to the aircraft or goods while the work is being accomplished, provided, however, that such representatives shall strictly obey CJC and other authorities, including the airport authority's regulations concerning employees and facilities, pass all security, TSA & Repair Station requirements as may be required by CJC or other such authorities from time to time.

12. TERMINATION.

A. For Fault. CJC may, by written notice to Customer, immediately terminate this Agreement in whole or in part if Customer shall fail to comply with any of its obligations under this Agreement, including but not limited to, timely payment of all invoices of CJC.

B. Insolvency. This Agreement shall immediately terminate in the event any proceedings are instituted by or against Customer under federal or state bankruptcy or debtors' relief laws, including without limitation, any provision of the Bankruptcy Code, or the appointment of a receiver or trustee or an assignment for the benefit of creditors of Customer, or the institution of any similar proceedings.

C. Convenience. CJC may, at any time, provide Customer written notice of termination of all or part of this Agreement for convenience, in which case CJC shall, at its expense, return the goods subject to such termination to Customer, and Customer shall pay for CJC's actual performance of the work under this Agreement to the effective date of termination, less actual, direct damages incurred by Customer because of such termination for convenience.

D. Effect of Termination. If this Agreement is terminated as provided herein, in addition to any other rights provided in this Agreement, all amounts due to CJC under this Agreement shall be immediately due and owing and Customer shall promptly pay the same. Until payment in full, CJC may retain all goods of Customer. Customer shall be responsible for and pay for the shipment of all goods, F.O.B. CJC's facilities.

E. Survival. The provisions of this Agreement shall survive the termination, expiration, or cancellation of this Agreement.

13. APPLICABLE LAW. This Agreement shall be interpreted in accordance with the laws of the state in which the CJC facility is located that is performing the work, exclusive of any choice of law rules of that state. The parties hereto agree that any litigation arising out of this Agreement shall be in the state in which the CJC facility is located which is performing the work. The parties have agreed to exclude the application of the United Nations Convention on contracts for the International Sale of Goods. Any cause of action by Customer against CJC, its employees, officers, directors, or agents must be commenced within one (1) year from the date the cause of action accrued.

14. WAIVER. Failure by CJC to assert all or any of its rights upon any breach of this Agreement shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment or service. No written waiver of any right shall extend nor affect any other right CJC may possess, nor shall such written waiver extend to any subsequent similar or dissimilar breach.

15. SEVERABILITY. Any provision in this Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, each party hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

16. EXPORT. Customer shall be responsible for securing and complying with any U.S. or other governmental export or import licenses and authorizations, including the import or export of the aircraft, as may be required because of any purchase or goods or services from CJC. However, to the extent CJC is required to obtain an export or import license or authorization, Customer shall assist CJC in obtaining any such export or import licenses and authorizations required. CJC may refuse any order if the sale or delivery of any goods or services may cause, in CJC's sole discretion, a violation of any U.S. or other governmental export or import law.

17. ASSIGNMENT. Customer shall not assign any of its rights or obligations under this Agreement without the prior, written consent of CJC, which CJC may grant or withhold in its sole and absolute discretion. Any attempted assignment in violation of this Agreement shall be void.

18. ORDER OF PRECEDENCE. In the event of any inconsistency among this Agreement and any documents incorporated by reference herein, the inconsistency shall be resolved by giving precedence in the following order: (i) this Agreement, (ii) the terms of the Proposal if any; (iii) any drawings; (iv) any specifications; (v) any other documents incorporated by reference.

19. ENTIRE AGREEMENT. Upon acceptance of this Agreement by Customer, the provisions hereof and any documents incorporated herein by reference (including but not limited to any drawings and specifications applicable hereto) shall constitute the entire Agreement between the parties and supersede all prior prices, offers, negotiations and agreements relating to the subject matter hereof, including but not limited to Customer's terms and conditions of purchase presented to CJC prior or subsequent to the date of this Agreement. This Agreement cannot be changed except in writing, signed by both of the parties.