

**TERMS AND CONDITIONS** (rev: July 27, 2021)

1. **AGREEMENT.** These Terms and Conditions, together with the Work Order Authorization or proposal to which they are attached (this “Agreement”), constitute the entire agreement between the Jet East company identified on the Work Order Authorization (“Jet East”) and the customer identified on the Work Order Authorization (“Customer”) and the exclusive statement of the work to be done and the applicable terms and conditions, and supersedes any prior agreements and contemporaneous oral agreements, of the parties concerning its subject matter.
2. **RATES AND EXPENSES.** All work performed will be charged at the customer labor rate indicated on the work authorization order or quoted. If no rate is provided, all work will be charged at the Jet East effective shop and travel rates. Additional labor charges may be included for overtime and/or holiday time. Estimated pricing is defined to mean an approximate calculation only. The final price may exceed the estimated price. Customer agrees to pay all expenses incurred by Jet East as a result of work performed on behalf of Customer. This includes all travel-related expenses for travel to and from the work location, as well as charges levied by the fixed base operator, such as hangar fees, aircraft fuel, ground power, escort, etc. Customer agrees that if parts are replaced under an exchange basis and the exchange core requires replacement parts not normally required during the overhaul, or if the core is rejected, Customer shall be invoiced for and shall pay for such replacement parts or additional cost associated with the core unit being beyond economical repair.
3. **LIMITED SERVICES WARRANTY.** Jet East warrants to Customers all labor pertaining to the work that shall be performed by Jet East in accordance with applicable U.S. Federal Aviation Administration (“FAA”) regulations, Jet East’s standard practices and industry standard practices. Workmanship for maintenance and modification is warranted against defect for the earlier of 90 days, or 100 flight hours from the date of return to service. Jet East’s paint adhesion warranty for full strip and paint jobs covers two-years or 600 flight hours (whichever comes first). All interior installation work performed by Jet East will be free from defects in workmanship, which would appear under conditions of normal usage and service for the period of one year. The warranties in this Section 3 shall not apply to (a) normal wear and damage due to composite expansion or cracking; (b) damage due to foreign objects (FOD); (c) normal leading-edge erosion; (d) damage caused by or resulting from improper maintenance or operation; or (e) damage caused by abuse, neglect, accidents, misuse, fire, flood, adverse environment or acts of God. These warranties apply only if the aircraft/equipment is returned to Jet East facilities at Customer’s expense for repair with a written description of the defect. Jet East does not warrant parts, materials, components, equipment or services supplied or performed by other companies, but will give Customer reasonable assistance in enforcing Customer’s rights under any such supplier and subcontractor warranty. Jet East’s warranties do not extend to (a) Customer furnished parts, materials, equipment or components, (b) installation, in Jet East’s determination, which has been repaired, altered, misused or subjected to negligence or an accident, which adversely affect its performance. Additional warranties may apply and are available upon request.

**THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IN NO EVENT SHALL JET EAST BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUE OR PROFIT AND COST OF REPLACEMENT AIRCRAFT. NO AGREEMENT EXTENDING THIS WARRANTY SHALL BE BINDING UPON JET EAST UNLESS IN WRITING AND SIGNED BY ITS DULY AUTHORIZED OFFICER OR REPRESENTATIVE. THE ABOVE WARRANTY IS THE ONLY WARRANTY GIVEN UNLESS OTHER WARRANTIES ARE ATTACHED AND MADE A PART HEREOF.**

4. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, JET EAST’S LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE FOR ANY LOSS (INCLUDING DEATH) OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE

MANUFACTURER, SALE, REDELIVERY, RESALE, REPAIR OR USE OF ANY ARTICLE OR WORK COVERED BY OR FURNISHED UNDER THIS AGREEMENT SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE ARTICLE OR WORK WHICH GIVES RISE TO THE CLAIM. ANY SUCH LIABILITY SHALL BE CONDITIONED ON CUSTOMER PROVIDING PROMPT WRITTEN NOTICE TO JET EAST OF ANY CLAIM AND, IN ANY EVENT, WITHIN ONE YEAR FROM THE DATE OF OCCURRENCE OF THE CLAIM UNLESS THE PARTIES HAVE AGREED IN WRITING TO A DIFFERENT CLAIM PERIOD. IN NO EVENT SHALL JET EAST BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFIT, LOSS OF USE AND COST OF REPLACEMENT AIRCRAFT AND DIMINUTION OF VALUE AND INCONVENIENCE OR FOR ANY DAMAGES ARISING FROM OR RELATED TO ACTS OF WAR OR TERRORISM. IN THE EVENT JET EAST PHYSICALLY DAMAGES CUSTOMER'S PROPERTY, INCLUDING THE AIRCRAFT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND JET EAST'S SOLE AND EXCLUSIVE LIABILITY, IS LIMITED TO THE REPAIR OR REPLACEMENT (AT JET EAST'S OPTION) OF THE DAMAGED PORTION OF THE PROPERTY.

5. **TAXES AND DELIVERY.** Prices are based on delivery to Jet East's repair facility, delivered duty paid ("Delivery") and redelivery to Customer at Jet East's facility ("Redelivery"). All Federal, State or local taxes applicable to the sale, possession, use or transportation of the parts sold or the work performed and all duties, imposts, tariffs or other similar levies shall be added to the prices and paid by Customer, unless Customer furnishes an appropriate certificate of exemption. Customer shall indemnify and hold Jet East harmless from the payment or imposition of any tax or levy imposed on any parts sold, or for any work performed, plus penalties, interest or reasonable attorney's fees connected with the imposition of any such tax or levy. Customer shall provide current aircraft records, including weight and balance, equipment list, interior drawings and placard definitions and locations, registration, wiring diagrams and electrical load analysis information and maintenance task cards, etc. as applicable, prior to Delivery.
6. **TITLE/LIEN.** Title to the work performed passes to Customer at Redelivery. In addition to Jet East's statutory and possessory lien, which Customer hereby acknowledges, Customer grants to Jet East a continuing, first priority security interest in and lien upon the work, the aircraft (and any part thereof) and any proceeds thereof, including but not limited to insurance proceeds or sale or disposition of the aircraft or any portion thereof and the proceeds of such proceeds (collectively, the "Collateral") to secure prompt payment of any and all amounts owed by Customer to Jet East.
7. **PAYMENT.** Except as otherwise agreed by Jet East, full payment is required in cash prior to Redelivery. If Customer chooses to pay by credit card, Jet East reserves the right to impose a service fee of up to 3.5% of the final balance due. A non-refundable deposit in the amount set forth in the Work Order Authorization or quote is required and will be retained as liquidated damages in the event the project is canceled by Customer. A valid credit card will be required to process this deposit unless another form of immediate or guaranteed funds can be arranged. Progress payments are required for projects in excess of \$50,000. Payments are due within 30 days of invoice date or no later than the due date shown on the invoice for Customers with an established credit line or a monthly finance charge of 1.5% will be assessed for late payments. If a final invoice cannot be provided at Redelivery, Customer shall deliver payment based upon an estimated invoice and supplementary invoices reflecting the actual charges and balances will be submitted to Customer as soon as practicable and will be reconciled with the amounts previously invoiced to Customer and/or paid. Payments must be in United States Dollars and in the form of certified funds, wire transfer or ACH. If payment is arranged by some other method, potential additional charges may apply.

**Additionally, for Services covered by approved third party payment (i.e., warranty, insurance, and/or title closing), Jet East will require proof that Jet East is a named payee.** Jet East will have a lien(s) (as described in Section 6) on all Collateral or any other personal property in Jet East's possession for all sums owed or owing to Jet East. If any amount due and owing Jet East is not been paid by Customer within 90 days of the due date, Jet East shall have the right to deem the Collateral or any other personal property in Jet East's possession as

abandoned and to sell the Collateral or such property as provided in any applicable statute (indulging, but not limited to, the Uniform Commercial Code) to satisfy the amount due and owing Jet East. Such sale is in addition to any other rights Jet East may have at law or under this Agreement. Any amount realized from any such sale in excess of the amount due and owing shall be credited toward Customer's account for future work at Jet East. If a lien is not placed on the Collateral or such other property, Jet East shall retain possession of the Collateral or such other property until all amounts due and owing by Customer to Jet East are paid to Jet East. If the Collateral or such other property is sold, Customer shall indemnify and hold harmless Jet East as to any claims, suits and all associated costs related to such sale.

8. **DELAYS.** Jet East shall not be liable for delays in delivery, performance or failure to perform, manufacture or Redeliver due to causes beyond its reasonable control, or acts of God, acts of Customer, acts of government or military authority, increase in the scope of work requested by Customer, condition of the aircraft, delays in transportation or shortages, or inability due to causes beyond its reasonable control to obtain necessary labor, materials, utilities, components or manufacturing facilities. In the event of any such delay, the date of performance / Redelivery shall be extended for a period of time as may be reasonably necessary to compensate for any such delay.
9. **GOVERNMENTAL AUTHORIZATIONS.** Customer must timely obtain all required governmental authorizations, including import or export licenses and exchange permits. Customer shall remain importer/exporter of record, regardless of whether Jet East provides Customer with assistance in this area. Jet East shall not be liable if any authorization is delayed, denied, revoked, restricted or not renewed and Customer shall not be relieved of its obligation to pay for the work or any services rendered by Jet East. All articles, parts or equipment delivered shall at all times be subject to the U.S. Export Administration Regulations and/or International Traffic in Arms Regulation and/or Customs Regulations and laws of the U.S.A. and any amendments. Customer agrees not to dispose of U.S. origin items provided by Jet East other than in and to the country of ultimate destination specified in Customer's purchase order and/or approved government licenses(s) or authorizations(s), except as these laws and regulations may permit.
10. **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 the work or services.
11. **INDEMNIFICATION.** Customer shall indemnify and hold Jet East and its officers, directors, employees and agents (the "Indemnified Parties) harmless for and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees and litigation or dispute resolution fees) ("Losses") made or incurred by the Indemnified Parties in connection with the services provided by Jet East pursuant to this Agreement, except to the extent such Losses result from the gross negligence or willful misconduct of any of the Indemnified Parties.
12. **ACCESS TO FACILITIES AND CHANGES.** Customer shall have access during normal business hours to unrestricted areas at Jet East's facilities and the aircraft while the work is being performed and shall observe Jet East's regulations. Customer may request changes to the work if documented on a Jet East change of work authorization or otherwise instructed by Customer. Customer acknowledges that changes may affect price and Redelivery and is responsible for any change in price, including overtime required for such change.
13. **DEFAULT.** Should events occur which would give rise to a claim by Customer that Jet East has breached this Agreement or is otherwise in default, Customer shall first give Jet East a 30-calendar day written notice of such claim. Before Customer can submit such claim to any dispute resolution process, Jet East shall have the 30-calendar day period to cure any claim and avoid any liability to Customer. Customer's breach or failure to pay any sum due under this Agreement or any other agreement or contract with Jet East regardless of when the agreement or contract was entered into will, at Jet East's sole option if the breach or nonpayment is not cured within 10 calendar days after written notice of the breach, constitute a default of this Agreement and all other agreements and contracts between Customer and Jet East. In such an event, Jet East may at its option withhold performance under this Agreement and any or all of the other agreements and contracts until a reasonable time after all defaults have been cured, and/or do or take any other action that the law permits.



14. **ATTORNEY FEES.** The prevailing party in any litigation to enforce this Agreement or any obligation concerning its subject matter shall be entitled to its reasonable costs and attorneys' fees (including costs of collection) in addition to any relief obtained.
15. **APPLICABLE LAW.** This Agreement shall be interpreted in accordance with the law of the State where the work is or was performed, without regard to conflicts of law principles. The parties consent and hereby submit to the exclusive jurisdiction of the federal and state courts located in the county and state where the work is or was performed for a determination of any and all issues between them relating to this Agreement or its subject matter. Customer hereby waives (1) the right to a jury trial in any and all proceedings, (2) any and all objections to venue and inconvenient forum in the state courts referred to in this section, and (3) any and all rights to remove any action to the United States District Courts.
16. **AUTHORITY.** ANYONE SIGNING FOR CUSTOMER REPRESENTS THAT SHE OR HE IS AUTHORIZED BY CUSTOMER IN THE CAPACITY INDICATED AND IS UNEQUIVOCALLY AUTHORIZED TO BIND CUSTOMER TO THIS AGREEMENT.
17. **ADDITIONAL CHARGES.** The following additional charges are not included in the quoted prices and shall be paid by upon demand if applicable:
  - a. Repair of any customer-furnished parts, material or equipment found not otherwise suitable for its intended use.
  - b. Rework or additions to customer furnished engineering.
  - c. Fuel, oil, insurance and flight crews required for flight testing, certification and/or ground runs on an aircraft.
  - d. If overtime is required in order to complete the work on the schedule requested by Customer, Jet East will advise Customer of the necessity and estimated cost and Customer will have the option to pay overtime rates or adjust the Redelivery date.
  - e. Necessary replacement parts.
  - f. Removal and reinstallation or modification of interior components.
  - g. Redelivery Flights by Jet East and related freight, transportation, insurance, taxes, imposts or other similar charges.
  - h. Shipping and handling charges.
  - i. Cores that are returned for credit that are rejected, charged additional fees for excessive damage, or for overhaul charges. Any replacement parts required in an exchange core overhaul which are not required as part of a normal overhaul.
  - j. A consumable charge of up to 5% will apply to all billed labor charges.
  - k. A handling fee of up to 15% of the manufacturer's suggested retail price may be assessed on all parts that are supplied either by Customer or the warranty vendor if the parts are being replaced under warranty.
  - l. Additional certification costs to meet non-FAA compliance requirements will be billed on a time and material basis.
  - m. Defueling will be charged on time and materials basis. Fuel removed may not be returned to the aircraft and discarded.
  - n. All non-destructive testing (NDT) is considered an outside service, and the quoted prices for tasks that require NDT are to gain access only.
  - o. Any special tooling and/or equipment rentals required will be additional and billed on the final invoice.
18. **AVIONICS.** Any proposal for avionics work is subject to Jet East's review of the aircraft's wiring diagrams, availability of adequate space and power on the aircraft, the aircraft's compatibility with the system to be installed and an explanation of Customer's expectations and mission requirements. Jet East requires that Customer provides current avionics drawing, a photograph of the instrument panels and pedestal and an equipment list.
19. **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 forgoing tasks will be the responsibility of Customer and billed on time and material basis.

20. **AIRCRAFT STORAGE.** Upon completion of work, Customer shall have a grace period of three (3) days for aircraft Redelivery, and any time after that will be subjected to local ramp or hangar fees. Jet East will not be responsible for Customer's aircraft once the grace period is expired. Aircraft storage fees will also apply to aircraft not in work or awaiting Customer approvals beyond three (3) days.
21. **SUBSTITUTIONS.** Jet East reserves the right to incorporate changes deemed necessary by Jet East to avoid delays or improve product control, performance, reliability, stability, utility, manufacture or appearance of the work.
22. **PMA PARTS, PRICING AND SHOP RATES. Pricing quoted herein is valid for a period of thirty (30) days from the date of this proposal.** Parts pricing is subject to change by the OEM or supplier. FAA PMA approved parts may be used. Any parts or assemblies permanently removed from the aircraft as part of maintenance or modification events will become the property of Jet East unless arrangements are made in advance to the contrary. Work is performed on a time and materials basis, unless a flat-rated basis for labor is specified. Pricing may or may not include an agency or finder's fee. Quoted prices for inspections include flat-rated labor in accordance with the requirements in the manufacturer's inspection manual. Flat-rated labor is billed at the quoted rate regardless of the actual amount of labor required. Time and Materials items are billed based upon the actual materials, parts, labor and outside services used. Jet East will apply a minimum of 15% markup on all parts and outside vendor services.
23. **PHOTOS AND VIDEOS.** Jet East reserves the right to use photo or videos that may include Customer's aircraft for print media, advertisements, online or in any marketing form that Jet Est chooses. Jet East will not include any registration numbers or company names in the use of these photos or videos.
24. **MISCELLANEOUS.** No amendment of, or waiver of a right under, this Agreement will be binding unless it is in writing and signed by Customer and Jet East. If a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted. Failure by a party to assert any right under this Agreement shall not be a waiver of such right and no waiver shall be implied from the acceptance of any payment or service. No written waiver of any right shall extend to any subsequent similar or dissimilar breach. In the event of a conflict between this Agreement and any other agreement between Jet East and Customer, the terms of this Agreement shall prevail. The titles and subtitles given to Sections of the Agreement are for convenience only and shall not limit or restrict the context of the Section to which they relate. The provisions of this Agreement are for the benefit of the parties and not for the benefit of any other person.